Pakline Packaging 2026 Ltd
562 Rosebank Road
Avondale 1026
Auckland
PO Box 657, Kumeu
Phone: 09 828 4169
info@pakline.co.nz
GST Reg No: 148-581-363

Account Application Form

Company Details

Company Name:			
Trading Name:			
GST Number:		**NZBN:**	
Phone Number:		**Extension:**	
Postal Address:			
Delivery Address:			
Business Type:	☐ Company	☐ Partnership	☐ Sole Trader ☐ Trusteeship
Business Started:		**Est. Monthly Spend:**	
Nature of Trade:			
No. of Employees	☐ Less than 10	☐ 10 - 20	☐ 20 - 50 ☐ 51+

Principal Officers

Name:	**Position:**
Name:	**Position:**
Name:	**Position:**

Secondary Contacts

Purchasing Contact:	**Email:**
Accounts Contact:	**Email:**
Email for invoices:	**Email for Receipts:**

Please refer to our Terms and Conditions of Trade on the following pages and fill in all Trade References & Signatures on Page 2.
(NB: Terms and Conditions of Trade pages must be signed and returned with this form)

Initial: Date:

PAKLINE OFFICE USE ONLY:

Credit Limit:	**Payment Terms:**
Account Code:	**Account No:**
Authorised by:	**Date:**

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Trade References

Company/Contact:	**Ph/Email:**
Company/Contact:	**Ph/Email:**
Company/Contact:	**Ph/Email:**

Agreement

I/We (the Purchaser):

1. Acknowledge and agree that:
    - I/We have received and reviewed Pakline Packaging 2026 Ltd's Terms and Conditions of Trade ("the Terms").
    - The Terms apply to all orders and requests for goods or services made by the Purchaser.
    - Pakline Packaging 2026 Ltd is authorised to make any enquiries it considers necessary regarding the Purchaser's creditworthiness, credit standing, credit history, credit capacity, and credit providers, including:
        - obtaining information from credit reporting agencies;
        - providing personal or business information about the Purchaser, its Directors/Partners/Principals to credit reporting agencies;
        - authorising those agencies to use and disclose such information in the course of providing credit reporting services to their customers.
2. Represent and warrant that:
    - I/We are duly authorised to agree to the above on behalf of Purchaser and its Directors/Partners/Principals.
    - I/We have the authority to bind the Purchaser to this application and the attached Terms and Conditions of Trade.
3. Further acknowledge that:
    - All goods and services supplied by Pakline Packaging 2026 Ltd are acquired for business purposes and in trade.
    - Accordingly:
        - the Credit Contracts and Consumer Finance Act 2003 does not apply;
        - the Consumer Guarantees Act 1993 and sections 9, 12A, and 13 of the Fair Trading Act 1986 are expressly excluded.
4. The Purchaser grants Pakline Packaging 2026 Ltd a security interest in all goods supplier, in accordance with the Terms and Conditions of Trade.

The signatory below confirms they understand, accept, and are authorised to agree to the Terms and Conditions of Trade on behalf of the Purchaser, and request that credit facilities commence.

Full name:	**Title:**
Authorised Signature:	**Date:**

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Terms and Conditions of Trade

1. General

1.1 All quotations, tenders, and orders made or accepted by Pakline Packaging 2026 Ltd ("Pakline") are subject to these Terms and Conditions of Trade ("Terms").
1.2 Any order placed with Pakline is deemed to incorporate these Terms.
1.3 No variation, modification, or substitution is binding unless agreed to in writing by Pakline.

2. Quotations and Tenders

2.1 A quotation or tender does not constitute a binding contract.
2.2 Pakline may withdraw or cancel any quotation or tender at any time prior to acceptance.
2.3 Any quotation or tender not accepted within 21 days is subject to confirmation at the time of acceptance.
2.4 Acceptance must include sufficient information for Pakline to proceed. If insufficient information is provided, Pakline may amend the quotation to reflect any cost increases arising after acceptance.

3. Risk and Retention of Title

3.1 Risk in the goods passes to the Purchaser upon delivery, or when Pakline is ready and willing to deliver but the Purchaser declines to take delivery.
3.2 Title to all goods remains with Pakline until all amounts owing for those goods are fully paid.
3.3 The Purchaser must hold any proceeds received for goods (prior to payment in full) as trustee for Pakline.
3.4 If payment is overdue, Pakline may recover goods and enter the Purchaser's premises for that purpose.

4. Payment

4.1 Payment is due no later than the 20th of the month following dispatch, without deduction, deferment, or set-off.
4.2 Overdue accounts may incur interest at 18% per annum, accruing daily.
4.3 If the account remains unpaid 30 days after the due date, Pakline's debt collection agent may charge the Purchaser a fee equal to 25% of the unpaid amount, but not less than $50.
4.4 Additional debt collection, legal, or enforcement costs may also be recovered.
4.5 Clauses 4.3 and 4.4 confer a benefit on, and are enforceable by, Pakline's debt collection agent under subpart 1 of Part 2 of the Contract and Commercial Law Act 2017.
4.6 Pakline may limit or withdraw credit at any time.

5. Security Interest (PPSA)

5.1 By signing these Terms, the Purchaser grants Pakline a security interest in all goods supplied and their proceeds as security for all amounts owing.
5.2 The Purchaser must provide all information and take all steps required to ensure Pakline holds a first-ranking security interest under the Personal Property Securities Act 1999 (PPSA).
5.3 Pakline may suspend performance until all required information is provided.
5.4 The Purchaser must not create or permit any other security interest over the goods without Pakline's written consent.
5.5 The Purchaser waives its rights under the following PPSA sections: 114(1)(a), 116, 120(2), 121, 125, 129, and 131, and its right to receive verification statements. 5.6 All additional rights available to Pakline under Part 9 of the PPSA continue to apply.

6. Production Tolerance

6.1 Goods may vary by up to ±10% in gauge or dimension. Quantity tolerance is ±10% for plain products and ±20% for printed products.

7. Exclusion of Liability

7.1 All warranties, conditions, or representations (statutory or otherwise), including fitness for purpose or correspondence with description or sample, are excluded to the fullest extent permitted by law.
7.2 Goods are supplied for business purposes and in trade.
7.3 The Consumer Guarantees Act 1993 and sections 9, 12A, and 13 of the Fair Trading Act 1986 do not apply.

8. Force Majeure

8.1 Pakline may cancel or suspend delivery where performance is delayed due to circumstances beyond its control, without liability for resulting loss or damage.

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9. Price Variation

9.1 Pakline may vary prices at any time (unless otherwise agreed) to reflect increases in labour or material costs, exchange rate fluctuations, cost-of-living or award rate changes, modifications requested by the Purchaser, or delays caused by the Purchaser. Price adjustments apply to all goods delivered after such changes occur.

10. Delivery

10.1 Delivery times are estimates only. Pakline accepts no liability for delay.
10.3 Delays outside Pakline's control do not entitle the Purchaser to cancel or refuse delivery.
10.3 Unless stated otherwise, quotations are based on delivery at Pakline's factory door; and continuous, uninterrupted delivery of the complete order.

11. Purchaser's Property and Supplied Materials

11.1 All Purchaser-supplied property is held at the Purchaser's risk.
11.2 Pakline accepts no liability for defects arising from unsuitable or defective materials supplied by the Purchaser.
11.3 All Purchaser-supplied materials will be used, and no guarantee is given regarding the quantity of finished goods produced.

12. Colour Matching

12.1 Pakline will make reasonable efforts to match specified colours, but only a commercial match is guaranteed.

13. Claims

13.1 Claims must be made in writing within 14 days of delivery.
13.2 Goods subject to a claim must be held available for inspection for 30 days.
13.3 If goods are sold during this period, the claim is deemed waived.
13.4 Payment must still be made within normal terms, without deduction or set-off.
13.5 Pakline will endeavour to resolve claims within 60 days.

14. Artwork and Labelling

14.1 Preparation of artwork, design, or text does not constitute a warranty that labelling complies with any applicable laws or regulations.
14.2 The Purchaser is responsible for ensuring all labelling requirements are met.

15. Verbal Instructions

15.1 Pakline is not liable for errors arising from misinterpretation of verbal instructions.

16. Experimental Work

16.1 Experimental or trial work requested by the Purchaser will be charged as an order.
16.2 Sketches, samples, or dummies remain Pakline's property and may not be used without written consent and compensation as determined by Pakline.

17. Machine Holding

17.1 Where a machine is held idle awaiting Purchaser instructions, idle time will be charged at Pakline's machine rate.

18. Liability

18.1 Pakline is not liable for indirect, consequential, or third-party losses arising from errors, omissions, or delays.
18.2 Pakline's liability for defective goods is limited to replacement or refund of the purchase price.

19. Bar Code Symbols

19.1 Pakline will exercise due care in producing bar code symbols in accordance with GS1 New Zealand guidelines.
19.2 Pakline's liability for defective or non-compliant symbols is limited to replacement of packaging or refund of the purchase price.
19.3 Pakline is not liable for consequential loss arising from defective symbols.

20. Dispute Resolution

20.1 Any dispute regarding quality or workmanship may be referred to arbitration in accordance with the Arbitration Act 1996.
20.2 Work shall continue during arbitration where reasonably practicable, and payments due shall not be withheld.
20.3 Where goods are below specification but still usable, an appropriate allowance may be awarded.
20.4 Pakline's liability for defective workmanship is limited to the value of the goods supplied.

Initial: Date: