



007_20100507



ORDER FORM



The Sleep System

Wenatex New Zealand Limited

IRD No. 97-241-058

ALL ENQUIRIES: 0800 006 606

ALL CORRESPONDENCE:

PO Box 12045

Penrose, Auckland 1642

AUCKLAND OFFICE:

Unit A, 61 Hugo Johnston Drive

Penrose Auckland 1061

CHRISTCHURCH OFFICE:

Unit 3, 48 Lismore Street

Waltham, Christchurch 8011

Wenatex Australia Pty Ltd

ABN 11 100 195 551

BRISBANE OFFICE (Head Office):

11 Chapman Place

Eagle Farm QLD Australia 4009

Date: / / Reg No: Order No: _____

Consultant: _____ ID: Delivery: ASAP or MONTH

Best Call Time: _____

Attended Venue: _____ Referral Partner: _____

Seminar Date: / / Time: 12noon 7pm Other

First Name: Last Name:

Street Address:

Suburb/Town: State: Postcode:

Phone: (.....)..... Mobile:

ITEMS PURCHASED	SIZE	TYPE	QTY	PRICE	SUB-TOTAL
Mattress					
Herbal Inlay					
Duvet					
Pillow					
Wenaflex					

Special Size/Measurements

Notes

Delivery Fee (Sleep Systems/Mattresses: \$49)

Postage & Handling (Pillow/Quilts \$9)

Cash	Cheque	Credit Card	Direct Deposit	Finance Plan	To be taken by Head Office	Taken by Sales Agent	TOTAL (incl GST)	\$ <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Less First Deposit (Non-Refundable)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Less Second Deposit (If Applicable, on Delivery)	
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	BALANCE (incl Delivery)	

***Direct Deposit Details**
 Credit: Wenatex New Zealand Limited
 Bank Name: Bank of NZ Account: 02-0108-0011887-000
 Important: Please quote your Order No. as payment reference.

Size Codes: SK = Super King | K = King | Q = Queen | D = Double
 KS = King Single | LS = Long Single | S = Single | Sp = Special Size
Type Codes: 2S = 2 Star - Summer | 4S = 4 Star - Winter
 ST: Standard | MA: Manual | EL: Electric

I agree to purchase the above items from Wenatex New Zealand Limited, subject to the Terms and Conditions shown overleaf.

Agent's Signature: _____ Purchaser's Signature: _____

CREDIT CARD DETAILS

Payment Method: Visa MasterCard Amex (3% Surcharge Applies)

Card Number: _____ - _____ - _____ - _____

Expiry Date: ____ / ____ Name on the card: _____

I hereby authorise Wenatex New Zealand Limited to debit this credit card the amounts indicated above.

Cardholder Signature: _____

NOTICE TO CUSTOMER: RIGHT OF CANCELLATION

You have for a short time a legal right to cancel this Agreement. You can do this by completing and giving to Wenatex New Zealand Limited, PO Box 12045, Penrose, Auckland, before the end of the period of 7 days beginning with the day after the day on which you signed the agreement, the notice of cancellation handed to you on that day. You can give the notice by posting it in a prepaid letter, or by delivering it, to the above-named vendor at the address shown in this statement.

If you cancel this agreement any money you have already paid must be refunded to you. If you have given any goods in part exchange (trade-in), these goods, or their value, must also be returned to you. If you have received the goods purchased by you, you need take no action to return them but can wait for them to be collected. You need not hand them over unless you have received a request to do so and have had your money and goods (trade-in) returned to you.

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

1.1 Unless inconsistent with context:

“**Customer**” shall include, in the case of an individual his executors and administrators and in the case of corporation, its successors and permitted assigns. Where the Customer is more than one person all Customers shall be jointly and severally bound by the terms and conditions contained or implied herein. “**Wenatex**” means Wenatex New Zealand Limited Company Number 1959 609 together with its successors and assigns. “**Goods**” means all products offered for sale by Wenatex and delivered to the customer.

1.2 The plural includes the singular and vice versa. Marginal headings shall not affect interpretation of the Agreement.

2. QUOTATIONS AND ORDERS

2.1 Unless otherwise specified in writing, all quotations given by Wenatex are subject to withdrawal or variation by Wenatex at any time prior to acceptance by Wenatex of the Customer’s Order.

2.2 No Customer’s Order shall be binding on Wenatex until accepted by Wenatex. No provisions of the Customer’s shall, where there is an inconsistency between them and these Terms and Conditions, override the provisions of these Terms and Conditions.

3. WARRANTIES

3.1 Wenatex warrants that the Goods are of merchantable quality and fit for the purpose for which they are supplied. Wenatex also warrants that the Goods are of the same quality as those demonstrated.

3.2 Where legislation implies in this agreement any condition or warranty and that legislation avoids or prohibits provisions of a contract excluding or modifying the application of or exclusion of liability under such warranty or condition, the condition or warranty shall be deemed to be included in this agreement. However, the liability of Wenatex for any breach of such condition or warranty shall be limited to the replacement of the Goods.

3.3 Subject to clauses 3.1 & 3.2, and with the exception of other terms and conditions provided by Wenatex to the Customer (e.g. Warranty information), any condition or warranty which would otherwise be implied in this agreement is excluded.

3.4 The Customer acknowledges to the extent Wenatex or its distributor has made any representation which is not expressly stated in this agreement, the Customer has been provided with an opportunity to independently verify the accuracy of that representation.

4. LIABILITY

4.1 Wenatex shall be under no liability to the Customer in respect of any loss or damage (including consequential loss or damage) which may be suffered or incurred or which may arise directly or indirectly in relation to the Goods supplied pursuant to this agreement or in respect of a failure or omission on the part of Wenatex to comply with its obligations under this agreement.

5. PRICE

5.1 The Customer shall pay to Wenatex (or Finance Company, where applicable) that price calculated in accordance with Wenatex’s quotation, the Customer’s Order and Wenatex’s acceptance of the Order and will reimburse Wenatex for any GST payable by Wenatex on the supply of the Goods.

5.2 Wenatex will invoice the Customer upon delivery and the Customer shall pay Wenatex (or Finance Company, where applicable) in accordance with their trading terms without any deductions.

6. DELIVERIES

6.1 The Customer shall give delivery instructions for the Order. Wenatex will arrange for delivery as nearly in accordance with the Customer’s delivery instructions as possible. Upon delivery, risk in the Goods passes to the Customer.

6.2 Any times quoted by Wenatex for supply and delivery are estimates only. The Customer shall not be relieved of any obligation to accept or pay for products by reason of any delay in supply or delivery.

7. OWNERSHIP

7.1 Title and property in the Goods delivered by Wenatex shall not pass to the Customer until Wenatex has received payment in full for the Goods. Until Wenatex has received such payment the Customer shall hold the Goods as bailee for Wenatex.

7.2 If the Customer fails to pay any amount of the Customer’s total indebtedness to Wenatex under the Terms and Conditions of Sale when it is due, Wenatex may without prejudice to any of its other rights recover and/or resell the Goods and may enter upon the Customer’s premises for that purpose.

8. POST DELIVERY FEES

8.1 Except as required by legislation, Wenatex is under no obligation to accept the return of the Goods.

8.2 If Wenatex does accept the return of goods, then Wenatex may in its discretion charge the Customer a re-stocking fee, calculated at 10% of the Goods’ sale price, and a \$100 pick-up fee.

8.3 In some cases, Wenatex may also charge a 5% product sanitation or disposal fee.

9. DEPOSITS

Deposits paid under this Sales Contract are not refundable.

10. FORCE MAJEURE

Wenatex shall not be liable for any failure by it to perform this Agreement, or for any loss or damage suffered by the Customer in consequence thereof which arises from any cause whatsoever beyond the control of Wenatex.

11. WAIVER

Failure by Wenatex to insist upon strict performance of any term or condition herein shall not be deemed a waiver of any rights Wenatex may have and shall not be deemed a waiver of any subsequent breach of any term or condition.

12. TECHNICAL ASSISTANCE

It is expressly agreed that if Wenatex provides to the Customer technical advice or assistance, then no liability for loss or damage suffered whether directly or indirectly by the Customer in consequence of its reliance upon that technical advice or assistance shall attach to Wenatex whether that loss or damage arises for breach of contract at common law, including the law relating to negligence by Wenatex, and whether arising directly, indirectly or consequentially.

13. INTEREST

Should payment remain outstanding beyond Wenatex’s payment terms, Wenatex reserves the right to charge interest on all amounts outstanding from the due date until the date of payment at a rate of 12% per annum .

14. COSTS

Should payment remain outside or beyond Wenatex’s payment terms the Customer is liable for all costs including legal costs (on a Solicitor/own client basis) and mercantile agent’s fees incurred by the Company in recovering the amount outstanding.

15. CLAIMS

15.1 The Customer will be deemed to have accepted the Goods as being in accordance with their order unless it notifies Wenatex in writing of its claim within 14 days of receipt of the Goods.

15.2 No return of allegedly defective Goods will be accepted by Wenatex unless it has given prior written authorisation for the return.