

APPLICATION FOR CREDIT ACCOUNT



COMPANY NAME (full legal name)

OFFICE USE ONLY

DX #

TRADING NAME (if different from above)

ACCOUNT #

PHYSICAL ADDRESS

STREET # STREET NAME SUBURB
CITY PHONE

POSTAL ADDRESS (if different from above)

BOX NUMBER BAG NUMBER SUBURB
CITY POSTCODE

NATURE OF BUSINESS

ESTIMATED ANNUAL SPEND

TYPE OF ORGANISATION (please tick)

☐ COMPANY

☐ PARTNERSHIP

☐ SOLE TRADER

☐ OTHER (please specify)

IS THE COMPANY REGISTERED?

REGISTRATION NUMBER

YEAR COMMENCED

REQUIRED SERVICES (please tick)

☐ INWARDS DX MAIL DELIVERY

☐ DX BOX

☐ BRANCHLINK SERVICE

☐ OUTWARDS MAIL COLLECTION

☐ PO BOX CLEARANCE

☐ RETAIL ACCOUNT

CONTACT DETAILS

DECISION MAKER (Authorises the opening of Account)

FULL NAME POSITION
EMAIL PHONE

ACCOUNTS (Contact for Accounts Payable)

FULL NAME POSITION
EMAIL PHONE

USER (Contact for Everyday User)

FULL NAME POSITION
EMAIL PHONE



CREDIT REFERENCES

If your company has a good credit history with an existing Freightways Group Company (refer to our website under 'About Us, Partners' for a full list. Then a good trade reference from that Freightways Group business is all that is required to open a DX Mail account.

FREIGHTWAYS BUSINESS

ACCOUNT

Otherwise please provide 3 references below - excluding Banks, Utilities and Personal References. **Red is office use only.**

1. BUSINESS NAME

PHONE

YEARS

SPEND

COMMENTS

2. BUSINESS NAME

PHONE

YEARS

SPEND

COMMENTS

3. BUSINESS NAME

PHONE

YEARS

SPEND

COMMENTS

Please select the type of Account you would like:

SEND AND RECEIVE MAIL

You will be given a DX number which mail can be addressed to, this number will also be added to the DX Mail Directory. Please note there is a monthly membership fee of \$19.12 +GST (annual billing is available on request)

SEND MAIL ONLY

Lodge Outward mail with DX

RETAIL

(Product Reseller)

IMPORTANT - DX Mail reserves the right to withhold its services from any customer whose account is overdue until such time as the account is paid in full.

CONSENT OF DISCLOSURE AND PRIVACY ACT

I/We _____ having made an application to DX Mail for a credit account irrevocably agree with DX Mail that it:

1. May collect and use such information as it regards is reasonably necessary for its credit enquiries, collection and account administration purposes from any person as it considers appropriate.
2. Is authorised to receive from any person any information that may reasonably be considered necessary for the Company's credit enquiries, collection and account administration purposes.
3. Is authorised to provide on request such information which may reasonably be considered necessary in regard to any credit enquiries regarding me/us made by any person.
4. May collect and use the name, address and telephone number as provided on the credit account application form and any amendments subsequently provided thereto for caller identification purposes and in respect of any enquiry concerning tickets, consignments or claims and provide such information to any person on request.
5. May review its decision whether or not to supply or continue to supply me/us on credit terms if I/w do not provide the Company with the requested information and that I/we have certain rights under the Privacy Act 1993 to access and request correction of the information the Company holds about me/us.

I/We _____ apply for an account with DX Mail and agree that we will abide by the Conditions of New Zealand Document Exchange Limited, as per this application for credit.

NAME

SIGNATURE

POSITION

DATE

Conditions of New Zealand Document Exchange Limited (DX MAIL)

1. IN these Conditions unless the context otherwise requires –

"ARTICLE" means any Letter, document, parcel or other article, addressed to a specific person or a specific address;

"CONDITIONS" means the conditions herein set out (as varied from time to time in accordance with clause 24) applicable to the provision of DX MAIL Services to a Customer and to the membership of any Customer as a Member;

"CUSTOMER" means the Person named in the Service Agreement and/or "Application for credit account" to which DX MAIL Services will be provided in accordance with these Conditions (including but not limited to any Member);

"DANGEROUS GOODS" includes any item which is illegal, explosive, dangerous or destructive (including but not limited to firearms, noxious, dangerous, or inflammable goods) and any other item likely to cause damage or which it is unlawful to carry, or advised to the Customer by DX MAIL from time to time to be dangerous goods;

"DX MAIL" means New Zealand Document Exchange Limited its employees, agents, successors and assigns and any other person for the time being engaged in the control and/or supervision of a DX MAIL Premises on behalf of New Zealand Document Exchange Limited;

"DX MAIL DIRECTORY" means the DX MAIL directory published by DX MAIL from time to time;

"DX MAIL PREMISES" means any office or place in New Zealand at which DX MAIL operates a document exchange service and/or provides other DX MAIL Services;

"DX MAIL SERVICES" means the services which DX MAIL may provide to any Customer in accordance with these Conditions including but not limited to postal services, box-to-box document exchange services and facilities services;

"FEES AND CHARGES" means the fees and charges applicable to the provision of DX MAIL Services and/or membership as a Member as agreed in a Service Agreement and/or prescribed by DX MAIL from time to time (as amended from time to time);

"HIGH RISK ITEMS" includes bullion, cash, coins, Negotiable Instruments, precious stones, jewellery, stocks, laptops, mobile phones, batteries, bonds, antiques, paintings or any works of art, passports, goods of a fragile or illegal nature, Dangerous Goods, Perishable Items, Valuable Tickets, or any other valuable or high risk item advised to the Customer by DX MAIL from time to time as such;

"LETTER" has the meaning given to that term in section 2(1) of the *Postal Services Act 1998*;

"LISTED ADDRESSEE" means a Member or any other person whose name appears in the alphabetical addressee listings in the current edition of the DX MAIL Directory;

"MEMBER" means any Customer who is to be provided with box-to-box document exchange services by DX MAIL and who has been accepted and remains qualified for membership in accordance with these Conditions;

"NEGOTIABLE INSTRUMENTS" means negotiable instruments payable to bearer, including (without limitation) negotiable bills of exchange, cheques, promissory notes, blank travellers cheques and financial instruments which are accompanied by an executed transfer enabling them to be paid or assigned to bearer;

"PERISHABLE ITEMS" means goods of a perishable nature, refrigerated items and/or items which need to be delivered within a limited time span;

"PERSON" includes any individual, firm, company, corporation, association of persons (corporate or not) trust or government agency or department (in each case whether or not having a separate legal personality);

"SERVICE AGREEMENT" means a service agreement in relation to the provision of DX MAIL Services;

"SUBCONTRACTORS" has the meaning given to that term in clause 9;

"UNLISTED MEMBERS" means Members whose names do not appear in current edition of the DX MAIL Directory; and

"VALUABLE TICKETS" means travel tickets or other tickets or vouchers which are not wholly refundable or which incur a penalty if lost or mislaid.

Words importing one gender shall include the other genders and words importing the singular shall include the plural and vice versa.

2. UPON acceptance by DX MAIL of a Service Agreement and/or "Application for credit account" duly completed by a Person:

- a) that Person shall become a Customer and shall be bound by these Conditions; and
- b) DX MAIL agrees to provide to the Customer the DX MAIL Services specified in the relevant Service Agreement or "Application for credit

account" (together with any other DX MAIL Services requested by the Customer from time to time).

3. FEES AND CHARGES

- a) THE Customer shall pay the Fees and Charges within 7 (seven) days of receipt of DX MAIL's invoice or as otherwise required;
 - b) DX MAIL shall be entitled to recover from any Customer an additional charge for:
 - i. Any oversize Articles (being Articles which do not fit within the standard envelopes or satchels supplied by DX MAIL) or overweight Articles (being Articles which exceed permitted weight) presented to DX MAIL for delivery by the Customer and so delivered; or
 - ii. Articles presented for delivery when an insufficient payment has been made; or
 - iii. Any additional DX MAIL Services (not specified in a Service Agreement or other documentation) which DX MAIL may provide to the Customer in accordance with these Conditions;
 - iv. All costs associated with collecting Fees and Charges and/or any other outstanding monies, including but not limited to collection agency costs and legal costs or fees;
 - v. Interest on overdue accounts is 2% per month (or any other rate agreed in a Service Agreement or other documentation), calculated monthly in arrears and such interest charge will be added to the total amount due by the Customer. For the avoidance of doubt, interest shall accrue at this rate on any judgement sum obtained by DX MAIL against the Customer; and
 - vi. Any other charges payable in accordance with these Conditions.
 - c) Such additional charges shall be payable by the Customer within 7 (seven) days of receipt of DX MAIL's invoice.
4. IF the DX Mail Services to be provided to the Customer include box-to-box document exchange services, the Customer must be accepted as a Member and shall be allocated a box in the selected DX MAIL Premises, with a key to the relevant box and a tag being provided where appropriate. The Customer/Member's name, box number, phone numbers and other relevant information will be printed in each update of the DX MAIL Directory.
5. DX MAIL reserves the right to refuse any Customer or their agent entry into any DX MAIL Premises or access to any box if:
- a) Such Customer or agent does not have in its possession a box key and the tag issued by DX MAIL; or
 - b) The Customer is in arrears in respect of any payments due to DX MAIL; or
 - c) The Customer is in breach of any of these Conditions.
6. A Member or its agent shall, for the period of membership in accordance with these Conditions, have a non-exclusive licence to enter the DX MAIL Premises containing the box allocated to the Member during the times when access to the boxes is made available for the purpose of clearing the box or depositing Articles in the boxes of Members having their allocated boxes in the same DX MAIL Premises or in the box designated for delivery elsewhere. DX MAIL shall determine the times during which access to the boxes in DX MAIL Premises will be made available and shall be entitled to alter such times on reasonable notice.
7. EVERY Member shall accept delivery of all Articles left in its box as delivery to its office nearest to the DX MAIL Premises where the box is located and shall be bound to accept proof of such delivery as proof of service at that office, subject always to the specific requirements of any legislation, regulations or rules of court.
8. EVERY Member shall clear its box not less than once in every normal business day.
9. EVERY Customer is entitled to present to DX MAIL Articles for delivery to Listed Addressees and Unlisted Members and, if DX MAIL is willing to accept Articles for that purpose or for delivery to any other person or address, DX MAIL is hereby authorised to act as the agent of every such Customer to arrange such delivery. Such delivery shall be fulfilled by DX MAIL engaging or entrusting the Articles to others ("Subcontractors") on such conditions as DX MAIL and the Subcontractors may agree. Customers agree that all work performed by Subcontractors shall be subject to, and that they shall be bound by, the terms, conditions, stipulations and limitations contained in any document issued by or customarily relied upon by

such Subcontractors in connection with such work. Delivery to Members whose allocated boxes are in other DX MAIL Premises shall be completed when the Articles are deposited in the designated box of the addressee at the appropriate DX MAIL Premises.

10. NOTWITHSTANDING clause 9, where DX MAIL accepts Articles (other than Letters) addressed for delivery to any person or address outside New Zealand then any Subcontractor engaged to complete the delivery of the Articles shall be deemed to be the consignee and DX MAIL's responsibility for such Articles shall end when the Articles are delivered to the Subcontractor.
11. EVERY Customer authorises DX MAIL, in relation to any Articles presented to DX MAIL for delivery to an address other than a Member's box or addressed to any person other than to a Member to either re-address and deliver such Articles to the addressee's box or, where the addressee is not a Member, to consign such Articles for delivery by post or such other means as DX MAIL in its absolute discretion considers appropriate and DX MAIL shall be entitled (in its absolute discretion) to recover from the Customer DX MAIL's standard prevailing charge for such delivery.
12. CUSTOMERS shall not leave Articles anywhere in the DX MAIL Premises otherwise than in the box of a Member, or in a box designated for deliveries elsewhere.
13. ANY Member receiving any Article delivered to its box in error shall without delay cause such Article to be returned to the designated box of the addressee or to DX MAIL.
14. EVERY Member shall immediately notify DX MAIL of the loss of any box key or tag and shall forthwith on demand by DX MAIL pay the cost of replacing the lock to the box and providing a new key and tag.
15. EVERY Customer shall immediately notify DX MAIL of any change in the address of its principal place of business.
16. EXCLUSION of certain Articles. As per section 6 of the *Postal Services Act 1998* and section 293(1) of the *Contract and Commercial Law Act 2017*:
 - a) DX MAIL will not accept or deal with, and the Customer shall not give to DX MAIL, any High Risk Items except in accordance with this clause;
 - b) DX MAIL will only deal with any High Risk Items, and the Customer will only give such items to DX MAIL, if DX MAIL has expressly agreed in writing to deal with those High Risk Items and the Customer or the Customer's authorised agent has complied with all relevant laws including (without limitation), in the case of Dangerous Goods, the *Hazardous Substances and New Organisms Act 1996* and associated regulations (as amended from time to time), and the requirements/procedures set out in the *Land Transport Rule: Dangerous Goods 2005* as amended from time to time;
 - c) The Customer acknowledges that DX MAIL is not in a position to ascertain the contents of any Article given to it for delivery and will not under any circumstances be deemed to be aware of the contents;
 - d) If the Customer delivers any Dangerous Goods to, or causes such goods to be dealt with by, DX MAIL, the Dangerous Goods may be destroyed or otherwise dealt with at the sole discretion of DX MAIL or any other person in whose custody they may be and at the expense of the Customer without DX MAIL or such other person being responsible or accountable for the value thereof except where DX MAIL has expressly agreed to deal with certain Dangerous Goods presented by the Customer or the Customer's authorised agent, in which case DX MAIL's liability shall be limited to the amount determined in accordance with clauses 18 and 19;
 - e) Any unauthorised High Risk Items will be carried "at owner's risk" and DX MAIL will not accept any liability for such items.
17. OWNERSHIP of Article: The Customer expressly warrants to DX MAIL that it is the owner or the authorised agent of the Article and that it is authorised to accept and does accept these Conditions not only for itself but also for and on behalf of all other Persons who are or may hereafter become interested in the Article.
18. LIABILITY - Postal Services Act

In accordance with section 45 of the *Postal Services Act 1998*, DX MAIL has no liability for any loss or damage suffered by any person because of any loss, default, delay or omission in the receipt, transmission or delivery of any Letter.
19. LIABILITY - Contract and Commercial Law Act
 - a) Subject to the provisions of the *Contract and Commercial Law Act 2017* imposing liability DX MAIL shall not be liable for:

- i) Any damage to, loss, deterioration, misdelivery, delay in delivery or non-delivery of any Articles (whether the Articles are/or have been in the possession of DX MAIL or not); or
 - ii) Any instructions, advice, information or service given or provided to any person whether in respect of any Articles or otherwise; or
 - iii) Any consequential or economic loss, loss of market or consequences of delay; however caused or arising and (without limiting the generality of the foregoing) whether caused or arising as a result of the negligence of DX MAIL or otherwise.
- b) DX MAIL's liability for loss of or damage to Articles other than Letters is limited in accordance with sections 256 to 260 of the *Contract and Commercial Law Act 2017*. These Articles are carried on the basis of either:
 - i) a "declared value risk" contract under the *Contract and Commercial Law Act 2017*, in which case the liability (if any) of DX MAIL for loss of, or damage to, these Articles is limited to a maximum amount of NZ\$250.00, plus reimbursement of postage if the item was lost (such amount to be the "amount specified in the contract"); or
 - ii) a "limited carrier's risk" contract under the *Contract and Commercial Law Act 2017*, in which case the liability (if any) of DX MAIL for loss of, or damage to, these Articles is limited to the lesser of \$2,000.00 or the current indemnity value of the consignment at the time of the loss;

PROVIDED THAT in all circumstances, DX MAIL shall have no liability for any indirect, consequential or economic loss whether caused by or arising as a result of the negligence of DX MAIL or otherwise.
- c) In any case DX MAIL shall be under no liability for any loss of or damage to any Article unless written notice of the claim, giving full particulars of any alleged loss or damage, is received by DX MAIL on DX MAIL's official claim form within 14 (fourteen) days of the occurrence of the event to which the claim relates or from the date when the Article would in the ordinary course of events have been delivered, whichever is the later.
- d) No court action may be brought against DX MAIL for any loss of or damage to any Article after the expiration of 6 (six) months from the occurrence of the event to which the loss or damage relates or from the date when the Article would in the ordinary course of events have been delivered, whichever is the later.
20. SUBJECT to section 272 of the *Contract and Commercial Law Act 2017* the Customer undertakes that, in respect of Articles other than Letters, no claim or allegation shall be made against any employee, servant or agent of DX MAIL which imposes or attempts to impose upon any of them any liability whatsoever in connection with the performance of DX MAIL Services hereunder and if any such claim or allegation should nevertheless be made and the Customer agrees to indemnify DX MAIL and any such employee, servant or agent against all consequences thereof. Subject to section 272 of the *Contract and Commercial Law Act 2017* and without prejudice to the foregoing, every such employee, servant or agent shall have the benefit of all the provisions of these Conditions benefiting DX MAIL as if such provisions were explicitly for their benefit.
21. THE limitations of liability referred to in clauses 18, 19 and 20 will apply to the maximum extent permitted by law and will confer to any extent relevant a benefit on the employees, directors, officers, agents or sub-consultants of DX MAIL.
22. ALL requests for product credits or refund of product charges for returned product shall only be considered if they are received within 14 (fourteen) days of sale.
23. TERMINATION:
 - a) DX MAIL shall be entitled to immediately terminate this contract in respect of a Customer together with any relevant Service Agreement:
 - i) Upon breach by the Customer of these Conditions; or
 - ii) Upon the death or insolvency of the Customer or (in the case of a corporate Customer) the appointment of a receiver or liquidator; or
 - iii) Upon the conviction of the Customer of any offence likely to bring the reputation of DX MAIL into disrepute; or
 - iv) In the event that DX MAIL shall cease to carry on business in whole or in part, for any reason whatsoever.
 - b) Immediately upon termination the Customer shall return to DX MAIL any items provided to the Customer in accordance with these Conditions including but not limited to any key and tag relating to a Member's box.

- c) DX MAIL may, in its sole discretion, agree to refund a Member any unexpired balance of any Fees and Charges paid.
- 24. DX MAIL shall be entitled from time to time by notice in writing to Customers to add to, revoke or amend these Conditions and to set the amount of any Fees and Charges payable from time to time for membership and/or DX MAIL Services or any other services provided by or on behalf of DX MAIL. Any notice to be given to a Customer shall be deemed to be received if delivered, emailed or posted to the Customer's contact details on file at DX MAIL or forwarded by registered post, to the registered office of the party to receive it or the usual or last known residence or place of business of such party.
- 25. WHERE DX MAIL Services or any other services provided by or on behalf of DX MAIL are provided for the Customer's business purposes the provisions of the *Consumer Guarantees Act 1993* are hereby expressly excluded and shall not apply to DX MAIL Services or any other services provided by or on behalf of DX MAIL.
- 26. NON-SUBMISSION of a DX MAIL lodgement form accompanying mail consignments, constitutes acceptance by the Customer of the DX MAIL Article count for any given day.
- 27. DX MAIL reserves the right to contest and amend any Customer lodgement form Article count.
- 28. IN the event that a Customer has dealings with one or more subsidiaries of Freightways Limited (Freightways), the accounts of the Customer with each subsidiary of Freightways may be combined so that the debit and credit balances are set off and a net amount only is owed by the Customer to the subsidiaries of the Freightways group, or to the Customer by the subsidiaries of the Freightways group. This clause is for the benefit of DX MAIL, Freightways and each other subsidiary company of Freightways.
- 29. DX MAIL as a supplier of stamps and stamp products reserves the right to retain sufficient stock as it sees fit to sell, barter or trade such products whether they be personalised or otherwise to any and all buyers including the philatelic sector.
- 30. DX MAIL shall not be liable to the Customer for any failure to carry out its obligations or for any loss or damage suffered by the Customer where such failure or such loss or damage is caused by force majeure events such as; mechanical breakdown of any equipment, weather conditions, strikes, lockouts, labour disputes or restraint of labour, act of God, war (whether declared or not), any act, regulation or restriction imposed by the New Zealand Government, riot or civil commotion, any act or omission of the Customer, its servants, subcontractors or agents, or any cause beyond the control of DX MAIL.
- 31. THE Conditions set out herein shall prevail over the terms and conditions set out in any Service Agreement or other document used by DX MAIL (unless expressly acknowledged to override these Conditions) and over any document used by the Customer, the owner of the Article or any other person having an interest in the Article and purporting to have a contractual effect.
- 32. IF any provision of these Conditions shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected or prejudiced or impaired.
- 33. THESE Conditions will be construed and take effect as a contract made in New Zealand and, along with the supply of all DX MAIL Services hereunder, will be governed by New Zealand law, and the parties submit to the exclusive jurisdiction of the New Zealand courts.