

GOODVIEW WHOLESALE LIMITED

APPLICATION FOR TRADING AND CREDIT ACCOUNT/TERMS & CONDITIONS OF TRADE

The Buyer requests that Goodview Wholesale Ltd (The Company) supply goods upon credit on the terms detailed below.

The Buyer acknowledges that if The Company accepts the application and agrees to sell goods to The Buyer on any basis other than full payment in advance, that in consideration for The Company granting monthly credit terms, all sales will be subject to the Terms and Conditions of Trade set out on attachments to this form. In completing and signing this application, The Buyer confirms they have read and accept The Company's Terms and Conditions of Trade.

Definitions of terms used in this form:

Goodview means Goodview Wholesale Ltd or any of its subsidiaries **The Company** means Goodview Wholesale Ltd or any of its subsidiaries

The Seller means Goodview Wholesale Ltd or any of its subsidiaries

The Buyer means the person, organisation or entity on whose behalf this form is completed

	DETAILS	RELATING TO APPLICATION FOR CRE	DIT ACCOUNT		
Business Full Name					
Trading Name					
Postal Address					
Delivery Address					
Buying Contact Name					
Buying Contact No.s	Office:	Mob:	Fax:		
Buying Contact E-Mail					
Company Website					
	Invoices and Sta	tements will be emailed to you to save paperv	vork and opening mail		
Billing Contact Name					
Billing Contact Number	Office:	Mob:	Fax:		
Billing Contact E-Mail					
Business Type: ☐ Limited liability ☐ Sole Trader ☐ Government Dept ☐ Other					
Directors'/Proprietors' Names		Address		Date of Birth (required for credit check)	
1					
2					
3					
Trade Credit References			Phone Number	Phone Number	
1					
2					
3					
Credit Limit Required	\$				
		ion for monthly credit can only be accepted, s Ferms & Conditions of Trade Version 1.109 da		nder the Terms and	
Signature of (duly autho	rized agent of) t	the Ruver	Date:		
Signature of (duly authorized agent of) the Buyer: Date:					

TERMS & CONDITIONS OF TRADE

PAYMENT

- WMENT
 UNLESS otherwise agreed to in writing, all goods will be paid for on or before the 20th of the month following supply.
 IF The Buyer makes default in payment, then without prejudice to The Company's right to recover the money owing by the Buyer to The Company the Buyer will pay interest on any sum due and unpaid at the rate of 2.5% per month calculated daily from the due date for payment until actual payment is received by the Seller.
 NOTHING in these terms and conditions will oblige the Company to extend credit to The Buyer in any circumstances where The Company in its uncontrolled and unfettered discretion considers the account is not being maintained to an acceptable standard.
 IF The Buyer shall commit any act of insolvency or bankruptcy The Company may at its option suspend or terminate supply and payment for all goods delivered up until the date of suspension or termination including costs thereof and other monies payable hereunder shall immediately become due and payable.
- termination including costs thereof and other momes payable in account and payable.

 THE BUYER agrees to pay to The Company on a solicitor/client basis all legal fees, debt collection costs and expenses incurred in collecting any monies due for payment under these Terms and Conditions of Trade that are overdue for payment. If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of payment in clause 1. Payment of disputed amount may be withheld provided the Company is advised immediately the matter is discovered and letter outlining details of dispute is sent with seven days of dispute arising. Goodview reserves the right to recharge credit card charges.

CUSTOMER ACKNOWLEDGEMENT

THE Buyer acknowledges that the goods supplied by The Company, whether supplied directly by The Company or as a result of supply from any other source whatsoever are supplied for the business purposes of The Buyer and are not goods of the kind ordinarily required for personal domestic or household use or consumption. The Buyer accepts that the provisions of the Consumer Guarantees Act 1993 have no application in respect of the provisions of goods supplied under this contract. In the event that the Buyer is a consumer as defined in the Consumer Guarantees Act 1993 the provisions of this clause will not apply.

WARRANTIES

- The Company accepts full responsibility to deliver the goods in an undamaged condition. (please see your responsibilities in Signing for Goods Received Section)
 Other than the warranties given in this section, no other warranties are implied by this contract.
 Without limiting the generality of the above, the parties are agreed that all terms, conditions and warranties otherwise implied by the Sale of Goods Act 1908 shall not apply.

RISK, DELIVERY AND FREIGHT

- All goods shall be at the risk of The Buyer as soon as they are delivered by The Company For the purposes of this agreement, delivery shall occur as soon as the goods are placed on a transport vehicle for shipment from The Company's warehouse to the address nominated by The Buyer
- Buyer.

 The Company will pay the freight on all goods supplied for delivery within the North Island to a minimum value of \$200 per order. For goods supplied for delivery in the North Island of less than \$200 per order an additional freight & processing charge of \$10 will be charged to The Buyer. The Company will share the cost of freight for delivery in the South Island on a \$0/50 basis with The Buyer PROVIDED that the maximum contribution towards freight from The Company under this clause shall be 3% of the invoice value (net of GST)

 Notwithstanding anything in clause 15 above The Company shall be entitled to charge and receive an additional processing and freight fee of \$15 for all orders for delivery in the South Island having a value of less that \$200.

PROPERTY IN GOODS

- 1. ALL goods shall remain the sole and absolute property of the Company as legal and equitable owner until such time as The Buyer shall have paid to The Company the agreed price and all other debts including, but not limited to, all freight and insurance charges associated with and all GST payable in respect of such goods ("the liabilities").

 2. CHEQUES or other negotiable securities given by The Buyer or any other person on behalf of The Buyer to The Company shall not be deemed to be cash payment until they become cleared funds in The Company's bank account.

 3. THE Buyer acknowledges that The Buyer is in possession of the goods solely as bailee for The Company until such time as all liabilities are paid to The Company or the goods are sold in accordance with clause 20(b) hereof.

 4. PENDING the passing of the property in the goods to The Buyer, The Buyer shall:
 a. Store the goods in such a way as they are separately identifiable;

 b. Keep full and complete records of the physical location of the goods from time to time and record the ownership of The Company in respect thereof.

 SALE OF THE GOODS

RESALE OF THE GOODS

TERMINATION OF BUYERS RIGHTS TO POSSESSION

- 1. THE BUYER being a Company does anything or fails to do any thing which would entitle a receiver to possession of any assets or which would entitle any person or Company to present a petition for winding up.

 2. If payment by The Buyer to The Company is overdue The Company may recover and resell any or all of the goods.

 3. THE Company or its agent may for the purpose of recovery of the goods enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess any goods in which property is not passed to The Buyer.

 4. THE exercise by The Company of any right contained in clauses 17 to 24 hereof shall be without prejudice to any rights or remedies which it may have against The Buyer or other party in respect of the goods and shall not constitute an election or waiver so as to disentitle The Company from exercising any other rights that may be available to it.

PRIVACY ACT 1993

- 1. The Buyer and the Guarantor/s (if separate to the Buyer) authorises the Seller to:

 a. collect, retain and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness or marketing products and services to the Buyer; and
 b. to disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Buyer.

 2. Where the Buyer is an individual the authorities under (clause 26) are authorities or consents for the purposes of the Privacy Act 1993. The Buyer shall have the right to request the Seller for a copy of the information about the Buyer retained by the Seller and the right to request the Seller to correct any incorrect information about the Buyer held by the Seller.

PRICE, TAXES AND DUTIES

- UNLESS otherwise indicated all prices quoted or submitted are exclusive of GST and other taxes
 or duties. The Company shall add to each invoice all such GST taxes and/or duties at the ruling
- THE prices quoted are based on rates and conditions ruling at the date of delivery

SUPPLIER

1. THE Company shall use its best endeavours to supply the goods by the dates requested from time to time in writing by The Buyer. The Company shall not be liable for delays resulting directly or indirectly from hostility, strikes or lock-outs, labour disputes, acts of God, force majeure, sanctions, regulations of any government, breakdown of machinery or transportation, or any other cause of any nature beyond the control of The Company.

REFUSAL TO ACCEPT

WITHOUT prejudice to any other rights and remedies which The Company may have if The Buyer fails or refuses to accept delivery of goods supplied by The Company at the request of The Buyer. The Buyer shall be liable to pay to The Company all resulting transportation charges and The Company shall be at liberty to charge the reasonable costs of storing the goods to The Buyer.

CLAIMS

AIMS

1. THE liability of The Company, whether in contract or in tort, for any loss, damage or injury arising directly or indirectly from any defect or non-compliance of the goods supplied is limited to replacement or repair of such defective or non-complying goods or damages not exceeding the invoice value of such defective or non-complying goods at the option of The Company as the case may be. The Company shall not be liable for any consequential, indirect or special damage or loss of any kind whatsoever, nor shall The Company be liable for any damage or loss caused by the Buyer's servants, agents, contractors, visitors, tenants, trespassers or other person(s) whomsoever. The Company may, at its discretion, remedy damage caused by any person other than The Company at the expense of The Buyer. The Buyer shall indemnify the Company against any claim by The Buyer's servants, agents, contractors, visitors, tenants, trespassers or any other person(s) whomsoever (whether similar to the foregoing or not) in respect of any loss, damage or injury arising from any defect or non-compliance of the goods supplied. No claim by the Buyer either for damages or for repudiation of the contract shall be effective or enforceable unless made in writing and received by The Company within 7 days after delivery or the goods to The Buyer. The Buyer shall not be entitled to withhold any payment or to make any deduction therefrom for any reason whatsoever. The application of this condition will not apply where the purchaser is deemed to be a consumer within the definition of the Consumer Guarantees Act.

SEVERANCE

1. IF any clause and/or part of these terms and conditions is deemed at any time to be unenforceable or illegal, the status of such clause and/or part of these Terms and Conditions of Trade shall not affect the enforceability of the balance of the Terms and Conditions of Trade to the end and intent that such unenforceable or illegal clause or part may be severed from the balance of these Terms and Conditions of Trade.

INTELLECTUAL PROPERTY

- Any product that The Company has commissioned remains the Intellectual Property of Goodview Wholesale Ltd to be held in trust for the exclusive use of the Buyer. All future orders must be made through The Company unless with prior written approval from Goodview. The Buyer warrants that it has full intellectual property design and ownership rights on any items given to Goodview to Quote on.

 The Buyer warrants that it will not reproduce or purchase from any other source, unique items designed or sourced by Goodview for The Buyer. Goodview will offer a free quote for such items.

AGREE TO ACCEPT EMAIL AND PROMOTIONS FROM GOODVIEW

Goodview believes The Buyer will be serviced best by being kept up to date with the latest developments and opportunities. The buyer agrees to accept any promotional emails or letters from Goodview. The Buyer Reserves the right to later discontinue these updates if they are no longer required.

SIGNING FOR GOODS RECEIVED

- 1. You must check goods received when they arrive for:

 a. Damage, crushing, theft and water damage. You must mark Consignment Note, Ticket, Electronic Device or Courier Run Sheet with notes of damage.

 b. No of cartons received does it agree with what you are signing for?

 c. Only sign for goods without notes if you are happy to pay for the goods received. (If you sign for goods when damaged or short supplied then that is proof that you accept goods in that condition & courier will not pay for damages. The courier will hold you liable for those damages.)

GOVERNING LAW & FORCE MAJEURE

- Any court action must be under the jurisdiction of Courts of Auckland, New Zealand
 If Goodview is prevented from carrying out any obligation in this agreement by reason of an act of god, act of state, riot, insurrection, civil commotion, strike, sanction, boycott, embargo or any other circumstance beyond our reasonable control, we will not be liable to you for a failure to perform, or delay in performing, any such obligation set out in this agreement.

VARIATION TO TERMS & CONDITIONS OF TRADE

Goodview may from time to time and in its sole discretion amend, add to or delete any of the terms and conditions of trade with immediate effect by giving notice to the customer.

PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

- Upon assenting to these terms and conditions in writing the Buyer acknowledges and agrees that:
 a. these terms and conditions constitute a security agreement for the purposes of the
- PPSA; and
 b. a security interest is taken in all Goods previously supplied by the Seller to the Buyer (if any) and all Goods that will be supplied in the future by the Seller to the Buyer.

 2. The Buyer undertakes to:
 a. sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 b. indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
 c. not register a financing change statement or a change demand without the prior written consent of the Seller; and
 d. immediately advise the Seller of any material change in its business practices of
- consent of the Seller; and
 d. immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

 3. The Seller and the Buyer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

 4. The Buyer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

 5. Unless otherwise agreed to in writing by the Seller the Purer waives the right to receive the seller than the Purer waives the right to receive the seller than the Purer waives the right to receive the seller than the Purer waives the right to receive the seller than the Purer waives the right to receive the seller than the Purer waives the right to receive the seller than the Purer waives the right to receive the seller than the Purer waives the right to receive the seller than the Purer waives the right to receive the purer waives the right to receive the purer waives the right to receive the purer waives the purer waives the right to receive the right to right to receive the right to

- and 132 of the FTSA.

 5. Unless otherwise agreed to in writing by the Seller, the Buyer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

 6. The Buyer shall unconditionally ratify any actions taken by the Seller under the above clauses.

Signature of (duly authorized agent of) the Buyer:



GUARANTEE (complete guarantee)

Address	
Address	
In consideration of you	r supplying goods on credit to
Limited Liability Company	
at my request; I the abo	ove named guarantor: -
seven days of your mak I agree that this Guarar Company to you will alt Company with you may debtor (not merely a su time, waiver, or forbeat If any other person has	mpt payment in full of all accounts rendered by you to the above Company within ting demand on me. Interested shall continue, notwithstanding that the amount outstanding by the above ter from time to time and notwithstanding that the account of the above to be in credit from time to time. I further agree that I am liable as a principal prety) under this Guarantee, and further that no variation, indulgence, granting of the rance to sue you part shall in any way release me from this guarantee. Agreed or promises to be a Guarantor in respect of the above Company and they so or any other Guarantee, I acknowledge and agree that it is always my
	e such additional signatures and notwithstanding the absence of any such am solely responsible hereunder and you may act upon this Guarantee
<u>DATED</u> at	
Guarantor:	
Signature	
>A7'+	
Witness:	
Signature	
Printed Name	
Occupation	
Address	
Address	

Guarantor Name