

## BALZER FISHING LIMITED CREDIT APPLICATION & TERMS OF TRADING AGREEMENT

This agreement	t made the	day of		20	betwe	een Balzer	Fishing	Limited	(the '	'Supplie	r") and
			(the "C	Customer") refe	rring to fis	shing rods,	reels a	nd access	ories	(the "C	àoods").
and accurate in shall be extended that in the even	support of the aped to the Custome t of the Supplier of ement. The Custo	n a credit account voplication. The Supper within 10 working granting credit facil mer agrees to make	olier agrees to co days. Balzer Fis ties to the Cust	onsider the appli hing Ltd may refi omer then such	cation and use this app credit facili	to advise t plication at ities shall b	he Custo its absol e on all	omer as to lute discret terms and	wheth ion. Th condi	ner or no he partie tions co	ot credit es agree ontained
Completed form	ns to be returned	via email to <u>accoun</u>	ts@balzer.nz or	please contact fo	or a postal	address.					
Legal Business	Name of Custom	er									
Trading as											
Postal Address											
Delivery Addres	s										
Mobile No				Phone	No						
Email Address (	for orders)										
Accounts Payab	ole Contact			Phone	No						
Statement Emai	il Address										
Type of Busines	ss (please circle o	ne) Company	Sole Trader	Partnership	Other (p	lease speci	ify)				
Please register	my account for or	nline ordering with <u>v</u>	<u>/ww.balzer.nz</u> (c	ircle one)	YES	NO					
Date of commer	ncement by curre	nt owners		_ Busine	ss Start Da	te					
Customer GST	No	Custon	Customer Registration No								
Bank Name and	l Branch (for refur	nds – optional)									
Trade Reference	96										
				Phono	No						
Supplier Name				Priorie	NO						
		or a credit account formation as they m					horise a	ny compar	าy, tru	ist or pe	erson to
confirmation of	quotation that I/\	on I/We also unders We enter into with to oceeds from sale.									
and that all info	rmation given is o	e Directors, Employ correct and that I/W are aware that we a vice.	e have read and	l understood and	d agree to	the terms a	and cond	ditions of tra	ade o	n the re	verse of
Signed for and	on behalf of the C	Sustomer									
Name				Name _							
Title				Title							
Signature		Signature									
Personal Guara In the case of a part of this cont any time hereaf	ntees Supplier, partners tract shall persons ter to the Supplie	ship or trust the per ally jointly and seve or and to indemnify art of the Supplier s	son(s) referred to rally guarantee t he Supplier aga	o as guarantor(s) the obligations o	in this Per f the Custo	rsonal Guar	antee an	nd indemnit	ty dec	laration owed no	forming ow or at
Director(s) / Own	ner(s) / Guarantor	r(s) to complete									
	` '	(s) to complete		Namo							
•											
Date				Date _							

#### BALZER FISHING LTD TERMS AND CONDITIONS OF TRADE

### **Applicable Terms and Acceptance of Order**

These Terms and Conditions of Trade between the Supplier and the Customer shall apply to all orders for the supply of Goods and that these terms and conditions shall prevail and take precedence over any document or oral message from the Customer. Where the Supplier fails to enforce any terms or conditions under this contract the Supplier will not be deemed to have waived these rights with respect to any term or condition or right.

The Supplier shall confirm the price of Goods in its price list or as a quotation and the Customer shall confirm acceptance of the price or quotation by signing the quotation, reply email or providing an order number. Where no price is stated the price shall be the price ruling at the time of delivery.

The quotation or price may be increased if the Supplier suffers any cost increases which are beyond its control in the supply, production and delivery of Goods (including increases in import costs and changes in taxation or currency) between the date of contract (or, where the contract arises from a quotation the date of the quotation) and the date of delivery, where the Supplier can supply written evidence of such cost increases or if the Customer varies or alters its requirements for the Goods. Variations and alterations may result from changes to instructions from the Customer requiring a changed basis for the cost of Goods OR additional parts or materials. Any variations regarding price or supply to that agreed in the quotation or order that may be agreed between the parties during the period of supply shall be in writing and take precedence over that part of the quotation or order so affected.

No quotation shall constitute an offer unless signed by the Supplier, reply email or purchase order and the Supplier may withdraw any quotation before the Customer's signed acceptance. The quotation price will be exclusive of GST and shall be valid for a period of thirty (30) days. Freight, insurance, and other handling charges shall be the responsibility of the Customer.

No cancellation for Customised Products. Upon notification within the Supplier quotation and invoice to the Customer for Goods that are designed or procured specifically for the Customer (meaning nonstandard customised or indented to order) cannot be cancelled without the Customer paying the full cost of the procurement of the Goods to the time of cancellation.

# Force Majeure

The Supplier will not be liable for any losses of any kind or any delay in supplying the goods which are caused whole or in part by force majeure or any other cause including fire, war, civil commotion, hostilities, strike or lockout, at of God, governmental regulations and directions, pandemics or any other force majeure beyond the Supplier's reasonable control. The occurrence of such an event shall not give the Customer a right of cancellation of the contract.

# **Supplier Warranty and Liability**

To the maximum extent permissible by law, the Supplier, its employees, contractors and agents, will not be liable to the Customer or any other person for loss or damage of any kind however that loss or damage is caused or arises. The Customer indemnifies the Supplier against all costs and losses from claims from third parties arising for any reason whatsoever as a result of the Customer's resupply, use or misuse of the goods.

The description given of the Goods in any of its publications or packaging or technical advice provided by any Supplier staff has been given by way of identification only to assist the Customer in making an offer to the Supplier and the use of such information does not constitute the description as binding on the Supplier. Goods may not correspond precisely with published dimensions and specifications and reasonable tolerances apply. The Customer agrees to be responsible for the fitness of the Goods for the purposes required by the Customer and the Supplier shall not be responsible and the warranty will not apply to Goods where the Customer fails to ascertain the correctness of the Goods for purposes intended by the Customer. The Supplier's liability in respect of any claim shall relate only to specific defects in the Goods arising from faulty manufacture or from damage proven to

occur before delivery by the Supplier. The warranty of the Goods shall be the warranty of the original manufacturer or where this is not available the warranty on Goods shall be twelve (12) months from the date of delivery to the Customer.

Claims for Defective Goods or Services, Discrepancies and Shortages The Supplier may, at its discretion, repair or replace any damaged or defective Goods provided that the Customer advises the Supplier of the claim within seven (7) days of the defect occurring together with a claim specifically identifying the damage or defect(s); and provided that the Customer does not continue to use the Goods once the defect is known. Discrepancies and shortages must be notified to the Supplier with seven (7) days of delivery.

### **Payments**

Payment shall be made according to the terms stated in the Supplier invoice or agreed terms of the Customer order or confirmed in the quotation by the 20th of the month following date of invoice or terms as approved on credit application. The Customer shall make payment of all amounts due to the Supplier without any delay or deduction whether by way of set-off or counterclaim even under dispute of the invoice.

The Customer shall agree that the Supplier has sole discretion to apply payments, credits or debits from the Customer to any transaction or Supplier invoice notwithstanding that the Customer may have applied the payment to a particular transaction or invoice. Pursuant to the Privacy Act 1993, the Customer authorises the Supplier to collect on an ongoing basis any information as may be required to evaluate the Customer's credit worthiness. The Customer consents to the passage of information collected on to a third party who may make further enquires as to the credit worthiness of the Customer.

The Customer agrees that the Supplier may cease supply of goods and or close the credit facility at any time without further notice. The Supplier reserves the right, in its sole discretion, to alter these terms and conditions at any time by notice to the Customer in writing.

The Supplier may charge the Customer interest on any monies outstanding under this contract on a daily basis at a rate equal to 2% above the Supplier's bank indicator lending rate. Interest is payable from the date payment was due until the date the Supplier receives payment. The Supplier's right to charge interest is without prejudice to the Supplier's other rights or remedies for the Customer's default in failing to pay on the due date.

If at any time the Supplier reasonably deems the credit of the Customer to be unsatisfactory, it will require the Customer to provide at the Customer's cost, security for payment and/or the Supplier may suspend performance of its obligations including suspension of the supply of Goods under this contract.

The Supplier may secure any or all Goods previously supplied by the Supplier and in possession of the Customer under the Retention of Title clause to the value of the outstanding amount owed until payment is made in full OR until security is provided to the Supplier's satisfaction. The Supplier may require the Customer to pay all costs incurred as a result of suspension and recommencement of supply including debt collection and legal costs.

## Delivery

Delivery by the Supplier carrier to the premises of the Customer shall constitute delivery and the Customer shall agree that risk in the Goods shall pass to the Customer once the Goods are delivered. The Customer agrees to be responsible for the validity of the person accepting the Goods on behalf of the Customer at the time of delivery.

Goods that are delivered in instalments at the Supplier's discretion and in such case each delivery will be regarded as a separate contract and any Goods delivered shall be paid by the Customer in accordance with the terms of payment. The Supplier will make every effort to ensure delivery of Goods on time but will not be liable for any loss or damage or consequential loss to the Customer arising from delays in delivery.

Risk of any loss, damage or deterioration of or to the Goods shall be borne by the Customer from the time of delivery of the Goods into the Customer's care and control and the Customer shall properly insure the Goods from theft, fire or loss damage. Where the Customer fails to insure the Goods upon delivery and suffers loss or damage to the Goods, and where the Goods remain unpaid, the Customer agrees to pay the Supplier for the full cost of the Goods.

The Customer accepts that they have two working days from receipt of goods delivered or prices charged to raise any disputes or else invoices as sent by the Supplier shall be acceptable and payable in full, also that goods purchased by the Supplier on behalf of the Customer to order cannot be returned.

The Customer agrees that the Supplier has legal and equitable right to title in all and any Goods supplied that remain unpaid and ownership shall only pass to the Customer when the contracted price is paid.

Where the Goods remain unpaid the Customer hereby irrevocably gives the Supplier, its agents or servants, the free and uninterrupted right to enter its premises during normal business hours in accordance with the Credit (repossession) Act, to search for, inspect and remove any of the Goods supplied in which the Supplier has retained ownership and the Customer will not hold the Supplier responsible for any economic or consequential loss that the Customer may suffer as a result of the Goods being removed from the property of the Customer.

The Supplier may resell possessed Goods and credit the Customer with the proceeds of sale (less depreciation, wear and tear) and the Customer will still be liable for any outstanding monies.

#### When Claims Will Not Be Considered

The Supplier's liability in respect of any claim shall relate only to specific manufacturing defects in the Goods. The Customer agrees that the Supplier will not consider claims from the Customer in respect of Goods which:

- (i) are not intact and in original condition subject to normal wear and tear
- (ii) have been improperly stored and suffered damage
- (iii) have been used for other than purposes specified in Supplier publications or packaging
- (iv) have not been maintained according to information in Supplier publications or packaging
- (v) have been altered from the condition in which they were supplied or repaired by persons other than the Supplier

If the Customer does not comply with the above requirements for warranty and claims the Customer will be deemed to have accepted the Goods and the Supplier will not incur any liability whatsoever in relation to the Goods.

## **Claims for Goods Incorrectly Ordered**

The Supplier reserves the right to allow claims for Goods that are incorrectly ordered by the Customer (provided that they are not made to order) by retaining fifteen per cent (15%) of the invoice price as an administrative charge and handling fee.

Claims for Goods incorrectly ordered will not be recognised by the Supplier unless the Goods are in original condition and unless the Customer advises the Supplier within five (5) days of delivery. Whole delivery of any coded Goods will only be accepted, if partial coded Goods are sold by the Customer the Supplier will deem all Goods within that code delivered as accepted.

#### **Consumer Guarantees Act 1993**

Nothing in these terms is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act where the Customer acquires the Goods in a business situation for the business purposes of a business and all provisions of these terms shall be read as modified to the extent necessary to give effect to that intention.

#### Personal Property Securities Act 1999 ("PPSA")

Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and the Customer grants to the Supplier a security interest over the Customers present and after acquired property.

The security interest relates to all Goods previously supplied by the Supplier to the Customer (if any) and all Goods that will be supplied in the future by the Supplier to the Customer. The Customer undertakes to 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 Supplier may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register. The Customer indemnifies, and upon demand will reimburse, the Supplier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged. The Customer will not register a financing change statement or a change demand without the prior written consent of the Supplier; and immediately advise the Supplier 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.

The Supplier and the Customer agree that nothing in section 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions. The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA. Unless otherwise agreed to in writing by the Supplier, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA. The Customer shall unconditionally ratify any actions taken by the Supplier under clauses 15.1 to 15.5.

## **Disputes and Arbitration**

In the event of any dispute between the Supplier and the Customer arising out of this Contract, the Customer agrees to pay the undisputed part of the outstanding monies owed. Any such dispute shall be referred to a Mediator to be agreed between the parties and the costs shall be equally shared and upon failure to agree to the outcomes of mediation the dispute shall be referred to an Arbitrator and arbitration conducted in accordance with the Arbitration Act 1996 and any amendments thereof.

### **Health and Safety**

The Customer will inform the Supplier of any health and safety requirements, including hazards identified in accordance with the Health and Safety in Employment Act 1992, relating to the Customer's premises or delivery of goods ordered by the Customer.

#### **Additional Terms**

In response to shipping issues caused by Covid and the ongoing war in Ukraine and until further notice, we have decided to offer 5% discount on pre-orders over \$2,000 and 10% discount on pre-orders over \$5,000, placed 3 months in advance.