

Blaxall & Steven
 Orders Ph: 64 3 366 2828 / Accounts: Ph: 64 3 961 2437
 Email: order@blaxall.co.nz / Email: accounts@blaxall.co.nz
 PO Box 28058
 Christchurch 8242
 New Zealand

Blaxall Steven
 Importers • Wholesalers • Distributors

CUSTOMER DETAILS

If a company, the Registered Name _____ Company number _____
 Trading name _____
 Delivery address _____ Post Code _____
 Postal address _____ Post Code _____
 Business phone () _____ Business fax () _____ E-mail _____
 Business type (e.g. Mechanic, gift shop) _____
 Primary contact name _____ Position _____
 Phone () _____ Mobile () _____ E-mail _____

OWNERSHIP DETAILS

Personal details of: Sole trader Partnership Company Directors/Shareholders Other _____

1. Full name _____ Home phone () _____ D.O.B. ____/____/____
 Residential address _____ Post Code _____

2. Full name _____ Home phone () _____ D.O.B. ____/____/____
 Residential address _____ Post Code _____

3. Full name _____ Home phone () _____ D.O.B. ____/____/____
 Residential address _____ Post Code _____

TRADE REFEREES (PRODUCT SUPPLIERS)

1. Supplier name _____ Phone () _____ Fax () _____
 Accounts contact (if known) _____ Estimated monthly spend (\$) _____ Your Account # _____

2. Supplier name _____ Phone () _____ Fax () _____
 Accounts contact (if known) _____ Estimated monthly spend (\$) _____ Your Account # _____

3. Supplier name _____ Phone () _____ Fax () _____
 Accounts contact (if known) _____ Estimated monthly spend (\$) _____ Your Account # _____

PAYMENT OPTIONS

- Cash or credit card payment on each order (please complete separate credit card authority attached)
 Electronic Payment or Cheque to be received on or before 20th of month following order

Estimated monthly purchases \$ _____ (incl. GST)

Payments contact #1. _____ Position _____ Phone () _____

Payments contact #2. _____ Position _____ Phone () _____

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TERMS OF TRADE: Blaxall & Steven Distributors Limited (the Vendor)

Terms of Payment

- (a) Payment to the Vendor will be in advance of supply or, where charged to a Trade Account, no later than the 20th day of the month following supply without deduction or set-off.
- (b) The existence of an account with the Vendor does not automatically entitle the Customer to credit. The Vendor reserves the right to refuse credit or acceptance of any order.
- (c) Where special discounts (including volume and freight discounts) are in place, these discounts will only be applied when all general terms of trade are met. For example, orders charged to a trade account that has overdue invoices will not be subject to volume or freight discounts unless otherwise applied at the total discretion of the Vendor.
- (d) Interest will accrue on all overdue amounts at the rate of 2.5% per month, calculated on a daily basis until payment is made in full.
- (e) All costs of or incurred by the Vendor as a result of a default by the Customer, including but not limited to debt collection costs and legal costs, are payable by the Customer.
- (f) Payments to the Vendor will first be allocated to interest due, then debt collection, legal and other default costs. Any remaining balance will be allocated to invoices in date order.

Orders and Delivery

- (a) Orders will be received by any means (e.g. ph/fax/email) and charged to the Customer's Account without restriction unless otherwise instructed in writing (i.e. specific authority required).
- (b) The Vendor may arrange delivery on behalf of the Customer as required. As such, the Vendor is not liable for any delay in delivery or failure to deliver.
- (c) Risk in all products passes to the Customer from the time of dispatch by the Vendor. Any loss, damage or deterioration to the products is borne by the Customer. The Customer remains liable, notwithstanding any loss, damage or deterioration to the products, to pay for the products.
- (d) The Vendor may at any time refuse a Customer order for any reason whatsoever.

Security Interest & Personal Property Securities Act 1999 ("PPSA")

- (a) The Vendor retains ownership of all products supplied until it receives payment in full of all amounts owing by the Customer for all orders.
- (b) If any of the Products are incorporated in, or used as material for other products before payment is made, ownership in the whole of the other products shall be and remain with the Vendor until payment is made. If products are sold by the Customer the Vendor holds security over the proceeds of sale until payment in full is received by the Vendor.
- (c) The Vendor's Security Interest in the products shall continue in the terms of section 87 of the Personal Property Securities Act 1999.
- (d) Acceptance by the Vendor of the Customer's application for a trade account and the supply of products pursuant to these Terms of Trade shall comprise a Purchase Money Security Interest as defined in the Personal Property Securities Act 1999 (PPSA) for the purposes of the PPSA.
- (e) The Customer grants the Vendor a continuing Security Interest in all of the Customer's present and after-acquired property to the value of all amounts due to the Vendor.
- (f) The Customer and the Vendor agree in terms of section 107 of the PPSA that sections 114(1)(a) and 117(1)(c) of the PPSA shall not apply to the enforcement by the Vendor of its Security Interest. The Customer waives any rights it may have under sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA upon enforcement. Further, the Customer waives its right to receipt of a financing statement or financing change statement in the terms of section 148 of the PPSA.

Suitability, warranties and returns

- (a) Where applicable, manufacturer's warranties apply in accordance with warranty instructions.
- (b) The Customer will be satisfied by their own inquiry that products ordered are fit and suitable for the purpose for which they are required and the Customer accepts all risk and responsibility for any consequences arising from the use of products, whether singularly or in combination with other products. The Vendor will provide product specifications and information in good faith, but gives no warranty or representation express or implied as to the quality, description or fitness for any particular purpose of the products and expressly negates any implied or expressed condition that the products will be suitable for a particular purpose or use for which the Customer may use them.
- (c) Where products supplied are defective in terms of reasonable condition, manufacturer's warranty or otherwise do not conform to the order, the Customer may make a claim within 14 days of dispatch date. A Claim Reference will be provided by the Vendor.
- (d) All claims must be raised with the Vendor before any goods are returned, quoting the Claim Reference, which can be referred to throughout the claim process.
- (e) Where a claim is approved by the Vendor, the Vendor will repair or replace any faulty products, or refund the purchase price; the choice of remedy being at the Vendor's discretion.
- (f) Claims received after 14 days of dispatch date, or claims for goods returned without prior approval, may be considered at the Vendor's discretion.
- (g) The Customer warrants to the Vendor that any products supplied by the Vendor under any order with the Vendor are being acquired by the Customer for business purposes and the Consumer Guarantees Act 1993 does not apply. Where the Consumer Guarantees Act 1993 does apply the Customer has all the rights and remedies provided under this Act but no others.

Liability

- (a) The Vendor's liability to the Customer is limited to the value of the order supplied.
- (b) The Sale of Products Act 1908, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations on the Vendor which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on the Vendor, the Vendor's liability will, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- (c) Except as otherwise provided above, the Vendor will not be liable for any loss or damage of any kind whatsoever arising from the supply of products by the Vendor to the Customer including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from products and services provided by the Vendor to the Customer; and
- (d) The Customer will indemnify the Vendor against all claims and loss of any kind, however caused or arising, including but not limited to negligence of the Vendor or otherwise, brought by any person in connection with any matter, act, omission, or error by the Vendor, its agents or employees in connection with the products.

Validity

- (a) If any provision of this contract is invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions is not affected, prejudiced or impaired.
- (b) Failure by the Vendor to enforce any of these terms of trade is not a waiver of any of the rights the Vendor has under these terms of trade.

Changes to Terms of Trade

The Vendor may from time to time by written notice to the Customer amend, add to or repeal the trading conditions covered by this Agreement or may substitute any fresh trading conditions and such amendment, addition or substitute trading conditions shall be binding on the Customer as from 1 week after the date of delivery of the notice.

Privacy Act and trade reference and/or credit information

The Customer authorises the Vendor to make approaches to any trade referee and/or any credit reporting agency and receive all information regarding the creditworthiness of the Customer. The Customer authorises the Vendor to exchange any information with trade referees and/or credit reporting agencies or other such parties as is necessary to give effect to the contract.

DECLARATION

I/we (Personal Names): _____

1. Warrant that the Customer (Legal entity name): _____ is not bankrupt or insolvent and has not committed any act of bankruptcy or traded while insolvent within the past 12 months.
2. Have read, understand and agree that the Customer be bound by the Terms of Trade
3. Acknowledge that the Vendor may in its sole discretion refuse this application or withdraw or vary any credit facility provided without notice.
4. Warrant that I/we have full authority to act on behalf of the Customer
5. Warrant that all information in this application is true and correct

Authorised Customer signatures: _____ Date _____ / _____ / _____