

Advanced Hort Ltd
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 NZBN: 9429047279049



CUSTOMER INFORMATION FORM

To Be Completed By Customer –

Please complete all sections and read the Terms and Conditions of Trade on our website
www.advancedhort.co.nz

Type of Business: <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company		
Company Name:		NZBN:
Trading Name:		NZCN:
Physical Address:		City: Postcode:
Billing Address:		City: Postcode:
Email Address:		Phone No:
Alternative Email Address:		Fax No:
Contact:	Phone No:	Mobile No:
Directors / Owners / Trustee (if more than two, please attach a separate sheet)		
Full Name:		D.O.B:
Private Address:		City: Postcode:
Driver's Licence No:	Phone No:	Mobile No:
Full Name:		D.O.B:
Private Address:		City: Postcode:
Driver's Licence No:	Phone No:	Mobile No:
Date Business / Company Established: (Current Owners)		
Nature of Business:		

I certify that the above information is true and correct and that I accept the supply of credit by Advanced Hort Ltd. I have read and understand the TERMS AND CONDITIONS OF TRADE of Advanced Hort Ltd which form part of, and are intended to be read in conjunction with this Client Information Form and agree to be bound by these conditions.

SIGNED (CLIENT): _____ **NAME:** _____

Terms & Conditions of Trade

1. Definitions

In these conditions:

- "Agreement" means any agreement or contract entered into for the provision of goods by the Supplier to the Customer;
- "Conditions" means these Terms and Conditions of Trade;
- "Customer" means a person, firm or corporation, jointly and severally if there is more than one, acquiring goods or services from the Supplier;
- "Goods" means goods supplied by the Supplier to the Customer;
- "GST" means the Goods and Services tax
- "Services" means services supplied by the Supplier to the Customer; and
- "Supplier" means Advanced Hort & associated entities supplying goods or services to the Customer.
- "AH" & "AHL" means Advanced Hort & associated entities supplying goods or services to the Customer.

2. Basis of Contract

- 2.1. Unless otherwise agreed by the Supplier in writing, the Conditions apply exclusively to every contract for the sale of goods or services by the Supplier to the Customer and cannot be varied or supplanted by any other condition, including the Customer's terms and conditions of purchase (if any).
- 2.2. Any written quotation provided by the Supplier to the Customer concerning the proposed supply of goods or services is valid for 30 days and is an invitation only to the Customer to place an order based upon that quotation. The Conditions may include additional terms in the Supplier's quotation which are not inconsistent with the Conditions.
- 2.3. The Agreement is accepted by the Supplier when the Supplier confirms its acceptance of an offer from the Customer in writing or electronic means or provides the Customer with the goods.
- 2.4. The Supplier in its absolute discretion may refuse to accept any offer.
- 2.5. The Supplier may vary or amend these Conditions by notice in writing to the Customer at any time. Any amendments will apply to orders made by the Customer after the date of notice.

3. Placing an Order

- 3.1. The Customer must comply with the procedure prescribed by the Supplier for the placing of orders.
- 3.2. Any order placed by the Customer or any amendments or cancellation of an order placed by the Customer is an offer. An order will not be accepted until the Supplier communicates acceptance to the Customer in writing or by electronic means or it has provided the goods or services.

4. Payment

- 4.1. Payment for goods and services must be made in accordance of the terms of the invoice or quotation. Notwithstanding any previously agreed credit terms, AHL reserves the right to vary credit terms and to demand of any customer, at any time payment in advance, if AHL so requires.
- 4.2. Payment terms are typically (unless stated in quotation):

4.3. Terms:	4.4. Explanation:	4.5. Potential delays:
4.6. Deposit on order	4.7. Project starts once deposit is received. That includes purchases from external suppliers.	4.8. There may be a delay on delivering our order if the deposit is not paid on time
4.9. Prior to departure from supplier (for overseas orders)	4.10. Payment needs to be made before order gets dispatched from overseas	4.11. Order may not be picked up from overseas until this invoice is paid so there may be a delay on delivering our order to the customer
4.12. Prior to delivery to site	4.13. Once this invoice is paid, order will be ready for dispatch	4.14. If this invoice is not paid, they may be a delay in delivering our order
4.15. On completion of commissioning	4.16. Once the unit is commissioned, final invoice will be raised	4.17. Interest charge may be applicable if payment is delayed
4.18. Progress payments	4.19. Invoices will be raised as per agreement between the customer and Advanced Hort	4.20. Interest charge may be applicable if payment is delayed

- 4.21. Payment by cheque is not deemed made until the proceeds of the cheque have cleared.

5. Payment Default

- 5.1. If the Customer defaults in payment by the due date of any amount payable to the Supplier, then all money which would become payable by the Customer to the Supplier at a later date on any account, becomes immediately due and payable without the requirement of any notice to the Customer, and the Supplier may, without prejudice to any other remedy available to it:
 - (a) charge the Customer interest on any sum due at the prevailing rate pursuant to the credit contracts and consumer finance act 2003 (cccfa act)(NZ) plus 2 per cent for the period from the due date until the date of payment in full;
 - (b) charge the Customer for, and the Customer must indemnify the Supplier from, all costs and expenses (including without limitation all legal costs and disbursements on an indemnity basis) incurred by it resulting from the default or in taking action to enforce compliance with the Terms or to recover any goods;
 - (c) cease or suspend for such period as the Supplier thinks fit, supply of any further goods or services to the Customer;
 - (d) by notice in writing to the Customer, terminate any contract with the Customer so far as unperformed by the Supplier; without effect on the accrued rights of the Supplier under any contract.
- 5.2. Clauses 5.1(c) and (d) may also be relied upon, at the option of the Supplier:
 - (a) where the Customer is an individual and becomes bankrupt or enters into any scheme of arrangement or any assignment or composition with or for the benefit of his or her creditors or any class of his or her creditors generally; or
 - (b) where the Customer is a corporation and, it enters into any scheme of arrangement or any assignment or composition with or for the benefit of its creditors or any class of its creditors generally, or has a liquidator, provisional liquidator, administrator, receiver or receiver and manager appointed, or any action is taken for, or with the view to, the liquidation (including provisional liquidation), winding up or dissolution without winding up of the Customer.

6. Passing of Property

- 6.1. Until full payment in cleared funds is received by the Supplier for all goods and services supplied by it to the Customer, as well as all other amounts owing to the Supplier by the Customer:
 - (a) title and property in all goods remain vested in the Supplier and do not pass to the Customer;
 - (b) the Customer must hold the goods as fiduciary Bailee and agent for the Supplier; and must keep the goods fully insured, secure, and in a good and merchantable condition.
 - (c) the Customer must keep the goods separate from its own goods and maintain the labelling and packaging of the Supplier;
 - (d) the Customer is required to hold the proceeds of any sale of the goods on trust for the Supplier in a separate account however failure to do so will not affect the Customer's obligation to deal with the proceeds as trustee;
 - (e) the Supplier may without notice, enter any premises where it suspects the goods may be and remove them, notwithstanding that they may have been attached to other goods not the property of the Supplier, and for this purpose the Customer irrevocably licences the Supplier to enter such premises and also indemnifies the Supplier from and against all costs, claims, demands or actions by any party arising from such action.

7. Pricing

- 7.1. Prices for the supply of goods and services exclude:
 - (a) GST, sales tax, consumption, and any other taxes, duties or imposts imposed on or in relation to the goods and services, whether at point of supply or at some other specified occurrence, by whatever name; and
 - (b) the cost of freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.

Where there is any change in the costs incurred by the Supplier in relation to the goods or services, the Supplier may vary its price for goods or services on order to take account of any such change.

8. Intellectual Property

- 8.1. The Customer acknowledges the supplier's title to the copyright, trademark, patent or design rights (Intellectual Property) in or related to any of its goods and shall not claim any right title or interest in the Intellectual Property nor use any of the Intellectual Property other than necessary for the proper use of the goods.

9. Risk and Insurance

- 9.1. The risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer immediately on the goods being despatched from the Supplier's premises.
- 9.2. The Customer assumes all risk and liability for loss, damage or injury to persons or to property of the Customer, or third parties arising out of the use or possession of any of the goods sold by the Supplier, whether such goods are used singularly, or in combination with other goods, substances, or any process.

10. Performance of contract

- 10.1. Any period or date for delivery of goods or provision of services stated by the Supplier is intended as an estimate only and is not a contractual commitment. The Supplier will use its best reasonable endeavours to meet any estimated dates for delivery of the goods or completion of the services.
- 10.2. A completed drivers manifest or delivery docket whether signed by the driver or by the Customer or its employee or agent will be proof of delivery of goods invoiced.
- 11. Delivery**
- 11.1. Where AHL is required to make delivery, it is agreed that AHL is not a common carrier and in the event of loss or damage to goods in transit which is attributable to AHL shall be limited solely to the repair or replacement of lost or damaged goods.
- 11.2. The Customer shall be responsible for all costs associated with delivery, including freight, insurance and other charges arising from the point of dispatch of the goods to the Customer to the point of delivery.
- 11.3. The Customer shall provide reasonable and proper access to the location specified for delivery.
- 11.4. The Customer authorises the Supplier to subcontract delivery in its absolute discretion.
- 11.5. Each supply of goods or part thereof is a separate contract and the customer is bound to accept and make payment for partial or progressive supply.
- 12. Returns**
- 12.1. Goods returned to AHL warehouse premises will at the expense of the customer and must be merchantable and in the original unbroken packaging.
- 12.2. No credit will be given on goods returned after 7 days of delivery, except with the written consent of the supplier.
- 12.3. Goods will only be accepted for return and credit to the account of the Customer with the written consent of the Supplier. AHL reserves the right to apply a re-stocking fee.
- 12.4. The Supplier will not accept return or give credit for any specially procured parts.
- 12.5. The Customer must comply with any return procedures of the Supplier.
- 12.6. The customer warrants that all drawings and specifications and other design information supplied by it to AHL are accurate in all respects. Goods manufactured or supplied to order of the customer or any goods damaged or altered in any way by the customer shall not be returnable to AHL nor shall the customer be entitled to claim any rebate or refund of the price notwithstanding that the same may not comply precisely with the customer's specification.
- 13. Warranty**
- 13.1. AHL warrants the proper execution of the agreed performance of the goods for a period of 12 months after delivery of goods; or completion of services.
- 13.2. Goods supplied which are not of AHL manufacture shall be subject to the warranties of the manufacturer only.
- 13.3. The Customer must advise the Supplier within 7 days of delivery if goods supplied were not ordered, are not of merchantable quality or not fit for the purpose required ("defective goods").
- 13.4. The customer shall in all cases offer the supplier the opportunity to repair any defect or carry out any re-work.
- 13.5. The Customer must comply with any return procedures of the Supplier, subsequently the Supplier will at its discretion, upon return of proven defective goods, replace, repair or provide a credit to the Customer for their invoice price.
- 13.6. The Customer is responsible for freighting the goods back to the Supplier at the Customer's expense.
- 13.7. If the agreed performance consists in part or in whole of the installation and/or assembly of a delivered item, the supplier warrants the installation or assembly for the period stated in clause 13.1. If such installation or assembly fails then the supplier shall repair it. Any travel or accommodation costs shall be borne by the customer.
- 13.8. Description of Goods - Any description of goods contained in any quote, invoice or other documentation provided by AHL is provided by way of identification only and does not constitute the contract of sale by description.
- 13.9. Any warranty provided by AHL may only be invoked after the customer has complied with all of his obligations to the supplier
- 13.10. Service and warranty support is subject to AHL's "Guidelines for Service" procedures – a copy of which is available from AHL. AHL reserves the right to change these 'Guidelines' form time to time without notice.
- 14. Liability**
- 14.1. Except as specifically set out herein, or contained in any warranty statement provided with the goods or services, any term, condition or warranty in respect of the quality, merchantability, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods or services, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded.
- 14.2. Replacement or repair of the goods or resupply of the services is the absolute limit of the Supplier's liability howsoever arising under or in connection with the sale, use of, storage or any other dealings with the goods or service by the Customer or any third party.
- 14.3. The Supplier is not liable for any indirect or consequential losses or expenses suffered by the Customer or any third party, howsoever caused, including but not limited to loss of turnover, profits, business or goodwill or any liability to any other party.
- 14.4. The Supplier will not be liable for any loss or damage suffered by the Customer where the Supplier has failed to meet any delivery date or cancels or suspends the supply of goods or services.
- 14.5. Any advice, recommendation, assistance, information, provided by the supplier in relation to the goods or their use or application is provided in good faith and without liability or responsibility on the part of AHL, unless expressly agreed to in writing.
- 14.6. Nothing in the Conditions is to be interpreted as excluding, restricting or modifying or having the effect of excluding, restricting or modifying the application of any National, State or Federal legislation applicable to the sale of goods or supply of services which cannot be excluded, restricted or modified.
- 15. Variations**
- 15.1. A variation is an alteration to the scope of works detailed in the quote or contract in the form of an addition, substitution or omission from the original scope of works.
- 15.2. Variations may include:
- (a) Alterations to the design
 - (b) Alterations to quantities
 - (c) Alterations to quality
 - (d) Alterations to working conditions
 - (e) Alterations to the sequence of work
 - (f) Variations may also be deemed to occur if the contract documents do not properly describe the works actually required.
 - (g) When changes are required, large or small, outside of the original scope, these must be discussed with the Supplier to confirm the scope and what was promised. Changes should then be confirmed with the customer and any additional costs discussed. All variations must be agreed to and documented in writing and signed by the customer. The only exception is if the work is required urgently and it is not practical to produce a variation document before the work commences.
 - (h) Variations may result in additional costs to the original contract sum. The valuation of variations may also include other expenses that may result from the variation, such as the impact on other aspects of the works and extensions to timelines. Supplier may also decline the variation as it may cause issues that the customer has not foreseen or resources may not be available.
- 16. Cancellation**
- 16.1. If, through circumstances beyond the control of the Supplier, the Supplier is unable to effect delivery or provision of goods or services, then the Supplier may cancel the Customer's order (even if it has already been accepted) by notice in writing to the Customer.
- 16.2. No purported cancellation or suspension of an order or any part by the Customer is binding on the Supplier after that order has been accepted by the Supplier
- 17. Miscellaneous**
- 17.1. Failure by the Supplier to enforce any of these Terms shall not be construed as a waiver of any of the Supplier's rights.
- 17.2. If any of the Terms are unenforceable it shall be read down so as to be enforceable or, if it cannot be so read down, the term shall be severed from these Terms without affecting the enforceability of the remaining terms.
- 17.3. A notice must be in writing and handed personally or sent by facsimile or prepaid mail to the last known address of the addressee. Notices sent by pre-paid post are deemed to be received upon posting. Notices sent by facsimile are deemed received on the facsimile machine confirming transmission. No notice or payment transmitted to AHL shall be deemed to have been given until it is actually received by AHL.
- 17.4. AHL reserves the right to sub-contract manufacture, supply or installation of any/all part of the goods, materials or services contracted or quoted for.
- 18. Privacy**
- 18.1. The Supplier is bound by the Privacy Act 1993 and takes steps to ensure that all personal information obtained in connection with the Customer will be appropriately collected, stored, used, disclosed and transferred in accordance with the National Privacy Principles. Such information may be accessed by request to the Supplier in accordance with the Privacy Act.
- 18.2. The Supplier requires that the Customer comply with the National Privacy Principles in connection with any personal information supplied to it by the Supplier in connection with this Agreement.
- 19. Patents**
- 19.1. Where AHL has followed a design or instruction furnished by the customer, the customer will indemnify AHL against all damages, penalties, costs and expenses to which AHL may become liable through any work required to be done in accordance with those instructions involving an infringement of any patent, trademark, registered design, copyright or common law right.
- 19.2. Products: Thermal Screens, Retractable Shade, Priva Vialux, Priva Assist, Priva Maximizer, Priva Compass, Priva Integro, Priva Compact CC, Priva Connex, Priva Nutrijet, Priva Nutrifit, Priva Nutriflex, Nutrimix, Nutridose, DirectJet, Circulation Fans, Berg Hortimotive Pipe Rail Trolleys, Crop Spraying Trolleys, Transport Trolleys, GroSound, Minigrow, Omnigrow Greenhouse Control, Ebb & Flood Benches, Electrical Installations, Growth Lights, Fog Cooling, Greenhouse Supplies, Smart Motor Control Box.