

**DKSH NEW ZEALAND LIMITED
 DKSH SERVICES NEW ZEALAND LIMITED
 CUSTOMER APPLICATION FORM**



Customer Code: (for office use)

Customer's Trading Name:

Account type requested (Please tick) Confectionary Kitchenware Grocery Technology Pharmacy

Customer's Business Entity (Please tick one)

Company Legal Name: Date of Incorporation:
 Partnership Date Commenced Business: Registration No:
 Sole Trader Date Commenced Business:
 Other Please describe:

Delivery Address:

Postal Address:

Contact Person:

Telephone No: (0)

Fax No: (0)

Mobile Phone No:

Email:

Requested Credit Limit: \$

Trade References

Supplier Name	Supplier Telephone No.
.....	(0)
.....	(0)
.....	(0)

Details of all Directors, Partners, Trustees or Sole Trader (please provide proof of identification. Copy of passport or drivers licence)

Full Name	Home Address	Home Phone Contact
.....
.....
.....

ACCEPTANCE OF CONDITIONS BY CUSTOMER (Please tick each of these boxes and sign below.)

- (a) I am authorised to sign this application form (incorporating the attached Conditions) for and on behalf of the Customer:
- (b) All information set out above, or otherwise provided in connection with, this application is true and correct:
- (c) I have read and understood the attached Conditions and confirm that the Customer agrees to be bound by these if the Supplier accepts this application and agrees to supply goods to the Customer:
- (d) I/we have read clause 13 of the Conditions regarding the Privacy Act 2020 and hereby provide all requisite authorisations in respect of the Supplier obtaining, disclosing and using personal information about me/us:

For and on behalf of CUSTOMER (sign here): Date:

Full Name: Title:

DECLARATION BY EACH GUARANTOR (Each Guarantor is to tick each of these boxes and sign below.)

- (a) I/we have read, and agree to be bound by, the attached Conditions, and to guarantee the performance of the Customer's obligations to the Supplier pursuant to the Conditions and all Contracts (including payment obligations) in accordance with clause 12 of the Conditions:
- (b) I/we have read clause 13 of the Conditions regarding the Privacy Act 2020 and hereby provide all requisite authorisations in respect of the Supplier obtaining, disclosing and using personal information about me/us:
- (c) I/we have either received, or waived my/our right to receive, independent legal advice in respect of providing this guarantee:

Signed by GUARANTOR: Date:

Name: Title:

Witness signature Witness occupation:

Witness name Witness address:

Signed by GUARANTOR: Date:

Name: Title:

Witness signature Witness occupation:

Witness name Witness address:

OFFICE USE ONLY: Check BOTH pages have been returned with initials on 2nd page

Authorised by: (Sales Manager) COD: Y / N%

Sales Reps Signature

DKSH New Zealand Limited
DKSH Services New Zealand Limited

Customers Initials

CONDITIONS OF SALE

1. Definitions

- 1.1 "Conditions" means the terms of these Conditions of Sale;
- 1.2 "Contract" means any contract for the supply of goods by the Supplier to the Customer pursuant to these Conditions;
- 1.3 "Customer" means a person, firm or corporation seeking to acquire goods or services from the Supplier;
- 1.4 "goods" means all goods or services supplied by the Supplier to the Customer;
- 1.5 "order" means an order for goods submitted to the Supplier by the Customer in accordance with the Supplier's ordering procedures;
- 1.6 "Quotation" means a written quotation provided to the Customer by the Supplier concerning the proposed supply of goods; and
- 1.7 "Supplier" means DKSH New Zealand Limited and DKSH Services New Zealand Limited

2. Application of the Conditions

- 2.1 Unless otherwise expressly agreed in writing, these Conditions will apply exclusively to every Contract and, subject to clauses 3.6 and 5.1(a), cannot be varied by any other conditions without the Supplier's express prior written consent.
- 2.2 Any terms and conditions contained in any order or request made by the Customer for goods, or in any other document used by the Customer purporting to have contractual effect, shall not apply to any Contract. If a Court determines that such terms and conditions apply, these Conditions shall prevail over those terms and conditions if there is any inconsistency or conflict.

3. Order and acceptance

- 3.1 Each order for goods accepted by the Supplier shall be subject to these Conditions and a separate and independent Contract.
- 3.2 The Customer will comply with the procedure (if any) prescribed by the Supplier from time to time for the placing of orders.
- 3.3 Any Quotation is not an offer, but is an invitation only to the Customer to place an order based upon that Quotation. Any Quotation is valid for [30] days (unless otherwise stated in the Quotation), after which the Quotation shall expire.
- 3.4 The Supplier may in its sole discretion accept or decline any order received from the Customer.
- 3.5 The Supplier will not be deemed to have accepted an order or an offer by the Customer unless and until the Supplier has either expressly communicated acceptance of that order to the Customer in writing, or has delivered the goods stated in the order, whichever is earlier.
- 3.6 Any specific or additional terms set out in a Quotation shall apply to an order accepted by the Supplier (and shall prevail over the Conditions) provided that the order:
 - (a) was received by the Supplier within the relevant Quotation's expiry period;
 - (b) is based on and is consistent with the Quotation;
 - (c) expressly refers to the Quotation; and
 - (d) is accepted by the Supplier in accordance with clause 3.5.
- 3.7 The Customer may not cancel or amend any order after it has been accepted by the Supplier, without the Supplier's prior written approval.

4. Delivery of the Goods

- 4.1 Delivery of goods will be when the goods arrive at the agreed place of delivery or, if the Customer is to arrange pick-up, when the goods are made available for collection by the Customer's carrier.
- 4.2 Any period or date for delivery of goods stated by the Supplier is an estimate only and is not a contractual commitment. The Supplier will use its reasonable commercial endeavours to meet any such estimated delivery period or dates. The Customer may not cancel an order solely on the grounds of late delivery. Delivery may be made by the Supplier in instalments.
- 4.3 If the Customer is unable or fails to accept delivery of the goods, the Customer will be liable to the Supplier for all costs incurred by the Supplier arising from such non-delivery (including costs arising from storage, detention, additional cartage, travel or similar causes).

5. Pricing

- 5.1 Subject to clauses 5.3 and 5.5, the prices of the goods shall be:
 - (a) as set out in the relevant Quotation provided that the order meets the criteria in clause 3.6, and
 - (b) shall otherwise be as set out in the Supplier's price list that applies at the time the order is accepted. The Supplier's price list is subject to change without notice.
- 5.2 Prices for the supply of goods exclude:
 - (a) sales tax, consumption or goods and services tax, and any other taxes, duties or imposts imposed on or in relation to the goods (together the "Taxes"); and
 - (b) freight, insurance and other charges arising from the point of despatch to the place of delivery ("Freight Costs").
- 5.3 All Taxes and Freight Costs shall be paid by the Customer in addition to the price of the goods.
- 5.4 The Supplier will raise a GST invoice for the goods actually delivered (plus any applicable Taxes and Freight Costs).
- 5.5 If there is any change in the costs incurred by the Supplier in supplying goods that are subject of a Contract, the Supplier may change its price for those goods to take account of any such change.

6. Payment

- 6.1 Payment of any invoice must be made:
 - (a) if the Customer is agreed by the Supplier to be a 'route' customer, on a cash-on-delivery basis or, if agreed by the Supplier, by the Customer either:
 - (i) delivering cash or a cheque, made out to the Supplier as payee, for the full amount of the invoice to the Supplier's sales representative, or
 - (ii) paying the full amount of the relevant invoice into the Supplier's nominated bank account, by the earlier of:
 - the date of the next cyclical trade visit by the Supplier's sales representative to the Customer following the date of the relevant invoice, and
 - the date that is 14 days after the date of the relevant invoice.
 - (b) in all other cases, by the Customer paying the full amount of the relevant invoice into the Supplier's nominated bank account within 30 days of the date of that invoice.
- 6.2 Notwithstanding the foregoing, the Supplier reserves the right to require full or partial payment before goods are delivered, or upon delivery.
- 6.3 The Supplier may determine a credit limit that shall apply to any trading or credit account that may be granted by the Supplier to the Customer, and the Supplier may at any time amend the credit limit, amend or cancel any credit terms, or require the additional security to be put in place (satisfactory in all respects to the Supplier) and suspend all orders until such security is provided.
- 6.4 If there is any dispute about an invoice, the Customer shall pay the undisputed portion of that invoice on or before the due date.
- 6.5 The Customer may not deduct or withhold (by counterclaim, set off or otherwise) any amount owing to the Supplier. The Supplier may apply any monies received from the Customer to any outstanding amounts owed to the Supplier by the Customer.
- 6.6 Where a sum required to be paid under a Contract is not paid on or before the due date, the party due to pay the sum shall, if required by the Supplier, pay interest on that sum at the Reserve Bank of New Zealand 90 day bank bill rate (published on www.tbz.govt.nz) prevailing on the due date plus 5 per cent for the period beginning on the due date and ending on the date the sum is fully paid (the period continuing before and after judgment), calculated daily and capitalised monthly.

7. Title and Risk

- 7.1 All risk in the goods and all insurance responsibility for theft, damage or otherwise in respect of the goods will pass to the Customer immediately upon delivery of the goods to the Customer.
- 7.2 The Customer grants the Supplier a security interest in any goods supplied by the Supplier to the Customer as security for all amounts owing by the Customer to the Supplier from time to time and the performance of the Customer's obligations under any Contract, and agrees to do all things reasonably necessary for the Supplier to perfect its security interest.
- 7.3 Until full payment in cleared funds is received by the Supplier for all goods 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;
 - (c) the Customer must keep the goods separate from other products and maintain the labelling and packaging of the Supplier, or otherwise ensure that it is always able to identify the goods from any other products that may be in the Customer's possession;
 - (d) the Customer is required to hold the proceeds of any sale of the goods on trust for the Supplier; and
 - (e) the Customer must deliver up all unpaid goods to the Supplier immediately written demand.
- 7.4 The Customer waives any right it may have to receive from the Supplier a copy of any financing statement, financing change statement or verification statement that is registered, issued or received at any time in relation to any goods provided pursuant to these Conditions.
- 7.5 The Customer shall immediately notify the Supplier of any change of name.

8. Warranty

- 8.1 All goods supplied shall be free from defects in materials and workmanship for a period of 30 days, or such longer period as specified by the Supplier, from the date of delivery.

- 8.2 This warranty does not apply in circumstances where:

- (a) the goods are not defective;
- (b) the goods were used for a purpose other than for which they were intended;
- (c) the goods were repaired, modified or altered by any person other than the Supplier;
- (d) the defect has arisen due to misuse, neglect or accident;
- (e) the defect has arisen due to the incorrect installation of the goods;
- (f) the defect has arisen due to normal wear and tear on the goods;
- (g) the goods have not been stored or maintained as recommended by the Supplier; or
- (h) the Customer is in breach of the Conditions.

9. Default by Customer

- 9.1 If the Customer breaches any of these Conditions or any of its obligations under a Contract, or suffers an insolvency event (defined below), and such breach is unable to be remedied or remains not remedied 5 days after the date of notice of the breach, then all money which would become payable by the Customer to the Supplier at a later date on any account, shall become immediately due and payable without the requirement of any further notice to the Customer, and the Supplier may, without prejudice to any other remedy available to the Supplier:
 - (a) cease or suspend for such period as the Supplier thinks fit, the supply of any further goods;
 - (b) immediately terminate any Contract by giving written notice to the Customer;
 - (c) exercise any and all remedies afforded to a secured party by Part 9 of the Personal Property and Securities Act 1999 ("PPSA") and enter onto and into any property owned, occupied or used by the Customer without notice in order to inspect, search for and remove any goods supplied by the Supplier to the Customer that are in the possession of the Customer.
- 9.2 For the purposes of clause 9.1 "insolvency event" means in relation to a party, where that party suspends or ceases to conduct its principal business or threatens to do so; becomes or is presumed to be insolvent; makes or proposes to make any assignment, arrangement, compromise or composition with, or for the benefit of, any of its creditors; has any of its assets subject to any form of seizure or execution; has a receiver, liquidator, administrator, statutory manager or any similar insolvency administrator appointed; is removed from the Register of Companies; or suffers any analogous event.
- 9.3 Where the Supplier exercises its rights under clause 9.1(c):
 - (a) the Supplier shall not be liable to the Customer or any third party for any harm, loss or damage caused by the exercise of its rights under that clause; and
 - (b) the Supplier shall be entitled to dispose of the goods, including being entitled to resell any or all of the goods and apply the proceeds in or towards payment of all monies owing to the Supplier by the Customer, and the Customer shall indemnify the Supplier for any loss in revenue incurred by the Supplier on realisation as calculated by deducting the proceeds of such sale from the price at which the relevant goods were bought by the Customer.
- 9.4 To the extent that part 9 of the PPSA applies to any security interest created under these Conditions, the Customer agrees that sections 114(1)(a), 133 and 134 of the PPSA will not apply on the enforcement by the Supplier of its rights in respect of any security interest created for provided for by these Conditions. The Customer waives any rights it may have under sections 116, 119, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA on such enforcement.
- 9.5 The Customer agrees to indemnify the Supplier for all expenses and costs (including legal costs on a solicitor/own client basis, debt collection costs, transport and storage costs) incurred by the Supplier in the enforcement by the Supplier of its rights under these Conditions or any Contract.

10. Liability

- 10.1 Except as set out in clause 8 of these Conditions or in a Contract, any term, condition or warranty in respect of the quality, fitness for purpose, condition, description, assembly, manufacture, design or performance of the goods, whether implied by statute, common law, trade usage, custom or otherwise, is hereby expressly excluded to the maximum extent permitted by law.
 - (a) The Supplier shall not be liable to the Customer or to any third party under these Conditions or any Contract for any indirect, consequential losses, punitive or special loss or damage (including loss of profits, loss of revenue, loss of business opportunity, loss of reputation, loss of contract or loss of goodwill of any person) suffered by the Customer or that third party, arising from any breach by the Supplier of these Conditions or from any negligence or other act or omission of the Supplier.
 - (b) The Supplier's total aggregate liability to the Customer and to any third party under these Conditions or any Contract in each calendar year, whether such liability arises in tort (including negligence), contract, breach of statutory duty or equity or otherwise, is limited to the aggregate value of the price of the goods purchased and paid for by the Customer under these Conditions in the 12 month period immediately prior to the liability arising.
 - (c) The Supplier will not be liable to the Customer or any third party for any loss or damage suffered by the Customer or that third party where the Supplier has failed to meet any delivery date, or cancels or suspends the supply of goods for any reason.
- 10.2 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 legislation applicable to the sale of goods which cannot be excluded, restricted or modified.

11. Disputes and Return of Goods

- 11.1 The Customer must inspect the goods promptly following delivery. No claim by the Customer against the Supplier relating to the goods will be considered unless made within 7 days of delivery.
- 11.2 No goods may be returned without the prior written agreement of the Supplier. Goods returned (other than under a valid warranty claim) may be subject to a 20% handling fee.

12. Guarantee

- 12.1 In consideration for the Supplier agreeing to supply goods and grant credit to the Customer at the Guarantors' request, each of the Guarantors irrevocably guarantees the performance of the Customer's obligations under these Conditions and all Contracts, and undertakes as principal debtors to the Supplier the payment of any and all monies now or hereafter owed by the Customer to the Supplier under these Conditions or any Contract, and indemnify the Supplier against any non-performance or non-payment by the Customer. The Guarantors' liability shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in these Conditions and in any Contract. The Guarantors shall be jointly and severally liable under the terms of this guarantee and for the payment of all sums due hereunder.

13. Privacy Act 2020

- 13.1 The Customer and the Guarantor(s) each authorise, and the Customer will procure its personnel (including its officers, directors and employees) to authorise the Supplier to:
 - (a) approach, and obtain information about the Customer and its personnel and the Guarantor(s) from any third party (including from any trade reference or credit reporting agency), for the purposes of assessing the Customer's or the Guarantor's credit worthiness, determining whether or not to open or maintain a trading or credit account in the Customer's name, and determining whether or not to extend or continue to extend any credit to the Customer;
 - (b) disclose to any third party any information about the Customer or Guarantor(s) held by the Supplier in response to any inquiries received by the Supplier relating to credit assessment, credit reporting and debt recovery purposes; and
 - (c) use any information held by the Supplier about the Customer and its personnel for sending the Customer marketing, promotional or other material relating to any goods or services that the Supplier may supply from time to time.
- 13.2 Under the Privacy Act, individuals have rights of access to, and correction of, their personal information held by the Supplier.

14. GENERAL

- 14.1 A party shall not be liable for any breach of these Conditions or a Contract (other than the non-payment of monies due) to the extent such breach is due to a Force Majeure Event, provided that it uses reasonable endeavours to mitigate the effect of the Force Majeure Event and resumes full performance as soon as reasonably practicable. A "Force Majeure Event" means a circumstance beyond the reasonable control of a party such as an Act of God (but excluding lack of funds).
- 14.2 The Customer warrants that the information provided by it in respect of any application for credit or for a trading account is true and correct, and agrees to notify the Supplier if any such information ceases to be true and correct.
- 14.3 These Conditions may be amended by the Supplier from time to time.
- 14.4 A waiver of a right under these Conditions or a Contract is ineffective unless it is in writing.
- 14.5 If any provision of these Conditions or a Contract is illegal, invalid or unenforceable, that provision shall be read down to the extent necessary to make it legal, valid and enforceable.
- 14.6 Neither these Conditions nor any Contract can be assigned by the Customer to any third party without the prior written consent of the Supplier, which may be granted or withheld in the Supplier's discretion. A change of control in the effective management or ownership of the Customer is a deemed assignment.
- 14.7 These Conditions and all Contracts are governed by the laws of New Zealand and the parties irrevocably submit to the non-exclusive jurisdiction of the New Zealand courts.

BANK INSTRUCTIONS
NAME:
(Of Bank Account)

AUTHORITY TO ACCEPT DIRECT DEBITS (Not to operate as an assignment or agreement)

BANK ACCOUNT FROM WHICH PAYMENTS TO BE MADE:															
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank				Branch				Account Number				Suffix			

AUTHORISATION CODE <table border="1"> <tr> <td>0</td><td>1</td><td>2</td><td>0</td><td>7</td><td>9</td><td>8</td> </tr> </table>	0	1	2	0	7	9	8
0	1	2	0	7	9	8	

(Please attach an encoded deposit slip to ensure your number is loaded correctly)
 To: The Bank Manager,

BANK: BRANCH: TOWN/CITY:

I/We authorise you until further notice, to debit my/our account with all amounts which
DKSH NEW ZEALAND LTD
 (hereinafter referred to as the Initiator)
 the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.
 I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed below.

INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT:

PAYER PARTICULARS										PAYER CODE										PAYER REFERENCE									
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

YOUR SIGNATURE(S) _____ DATE: / /

Approved <table border="1"> <tr> <td>2079</td> </tr> <tr> <td>05 2014</td> </tr> </table>	2079	05 2014
2079		
05 2014		

For Bank Use Only		
Original - Retain at Branch		
Date Received:	Recorded by:	Checked by:

BANK STAMP

CONDITIONS OF THIS AUTHORITY

- The Initiator:
 - Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting at least 10 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically). The advance notice will include the following message:
 "Unless advice to the contrary is received from you by (date*), the amount of \$..... will be directly debited to your account on (initiating date)."
 *This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.
 - May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.
 - May, upon receiving an "authority transfer form" (dated after the date of this authority) signed by me/us and addressed to a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that transfer form and this Authority from the account identified in the authority transfer form.
- The Customer may:
 - At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
 - Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- The Customer acknowledges that:
 - This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Authority until actual notice of such event is received by the Bank.
 - In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
 - Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other disputes lies between me/us and the Initiator.
 - Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:
 - the accuracy of information about Direct Debits on Bank statements; and
 - any variations between notices given by the Initiator and the amounts of Direct Debits.
 - The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.
- The Bank may:
 - In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
 - At any time terminate this Authority as to future payments by notice in writing to me/us.
 - Charge its current fees for this service in force from time-to-time.
 - Upon receipt of an "authority to transfer form" signed by me/us from a bank to which my/our account has been transferred, transfer to that bank