



103 Valley Road, RD4,
Hastings
Ph: 06 874 9856
Fax: 06 874 9853

APPLICATION FOR CREDIT ACCOUNT

NAME: _____

TRADING AS: _____

POSTAL ADDRESS: _____

POSTAL CODE: _____

PHYSICAL ADDRESS: _____

COMPANY REGISTERED OFFICE: _____

EMAIL ADDRESS: _____

YEAR REGISTERED: _____ Phone No: _____

TYPE OF BUSINESS: _____ Fax No: _____

TRADE REFERENCES:

1. _____ Phone No: _____

2. _____ Phone No: _____

TERMS & CONDITIONS OF TRADE:

1. Definitions

1.1 "Seller" shall mean Bio-Rich Limited and its successors and assigns.

1.2 "Buyer" shall mean the Buyer or any person acting on behalf of, and with the authority of the Buyer.

1.3 "Goods" shall have the same meaning as in Section 2 of the Sale of Goods Act 1908 and are Goods supplied by the Seller to the Buyer.

1.4 "Price" shall mean the cost of Goods as agreed between the Seller and the Buyer subject to Clause 4 of this Contract.

2. Acceptance

2.1 Any instructions received by the Seller from the Buyer for the supply of Goods shall constitute acceptance of the terms and conditions contained herein.

3. Price and Payment

3.1 The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied.

3.2 At the Seller's sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.

3.3 Payment for the full invoice amount of the Goods is due by the 20th day of the month following invoice by the Seller.



3.4 If agreed to between the Buyer and Seller payment can be made by cash on delivery, or by cheque, or by credit card, or any other method.

3.5 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable.

3.6 Nothing in these Contract Terms of Trade are intended to amount to a Credit Contract, nor does the Seller agree to provide credit beyond the due date for payment. If for any reason the Buyer fails or refuses to pay and the Seller allows the Buyer to continue to trade or delays in acting upon its rights in respect of the Buyer's breach, the Seller shall not be taken to have granted credit nor to have waived any of its rights.

4. Delivery of Goods

4.1 The delivery of goods shall be made to the Buyer's address at the cost of the Buyer. The Buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery, or delivery of the goods shall be made to the Buyer at the Seller's address.

4.2 Delivery of the goods to a carrier, either named by the Buyer or failing such naming to a carrier at the discretion of the Seller for the purpose of transmission to the Buyer, is deemed to be a delivery of the Goods to the Buyer.

4.3 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods promptly or at all.

5. Risk

5.1 If the Seller retains property in the Goods nonetheless all risk for the Goods passes to the Buyer on delivery.

6. Ownership and Retention of Title

6.1 Title/ownership (both legal and equitable) in all Goods delivered by the Seller to the Buyer does not pass (and the Buyer is a bailee only in respect of those Goods) until payment is made in full for all such Goods and other Goods supplied by the Seller to the Buyer. Until property has passed, the Buyer will store all Goods in such a way that they are clearly identifiable as the Property of the Seller.

6.2 Prior to the Buyer acquiring full property in the Goods the Seller or the Seller's Agents may at any time enter upon any land or property where it believes such Goods may be to view and inspect them, and if the Buyer has not paid for them in full, retake possession of the Goods. In carrying out recovery of any such Goods the Seller shall not be liable for any damage to any Goods or the land or property occasioned by recovery of possession. The Seller shall be entitled to sell any Goods to recover any monies owing by the Buyer and all costs and expenses incurred by the Seller shall be paid by the Buyer on demand and/or deducted from the proceeds of sale. The Buyer will indemnify the Seller on demand in respect of any costs or liabilities incurred by the Seller in exercising its rights under this clause.

7. No Warranty

7.1 The Seller believes its Goods are of the highest quality. However it is the Buyer's sole responsibility to ensure the Goods purchased are fit for the purpose or use intended.

7.2 Under no circumstances is the Seller liable for any claim, action, demand, suit, loss, legal fees or other costs or expenses of any kind whether directly or indirectly arising from the use or inability to use any Goods supplied by the Seller.



7.3 Pursuant to Section 43 of the Consumer Guarantees Act 1993, that Act will not apply where the Buyer acquires or holds itself out as acquiring the Goods for the purposes of business. Except to the extent that the Consumer Guarantees Act does apply, no warranties are given by the Seller in respect of Goods supplied

whether in respect of quality, fitness for intended purpose or otherwise and all warranties implied by law are expressly excluded.

7.4 If the Seller is ever liable to the Buyer, or any other person, and the Seller cannot rely on the exclusion of representation, warranties or liability set out above, then the liability of the Seller is in all cases limited to the amount of the price of the Goods.

8. Default and Consequences of Default

8.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2% per calendar month and shall accrue at such a rate after as well as before any judgment.

8.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis the cost of collection.

8.3 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment); the Seller may suspend or terminate the supply of goods to the Buyer and any of its other obligations under the Terms and Conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercises its rights under this Clause.

9. General

9.1 To be effective any waiver of any or all of these Contract Terms of Trade by the Seller must be in writing.

9.2 The Seller is not bound by any error or omission on any invoice, order form or other document or statement issued by the Seller.

9.3 The Seller reserves the right to review these Terms and Conditions at any time and from time to time. If following any such review there is to be any change in such Terms and Conditions, that change will take effect from the date on which the Seller notifies the Buyer of such a change.

I have read the Terms of Trade & agree to your terms & conditions as stated above.

Signed: _____ Full Name: _____

Designation: _____ Date: _____