

NOEL LEEMING - CREDIT ACCOUNT APPLICATION

Complete this form in block capitals with blue or black ink.

| | | | |
|---|---|--|--------------------------------------|
| Business / Applicant Name | | | |
| Trading Name | | | |
| NZ Business Number | | Date established | / / |
| Type of Business | <input type="checkbox"/> Limited Company | <input type="checkbox"/> Partnership | <input type="checkbox"/> Sole Trader |
| | <input type="checkbox"/> Incorporated Society | <input type="checkbox"/> School | <input type="checkbox"/> Trust |
| | | <input type="checkbox"/> Government Dept | <input type="checkbox"/> Other |
| Industry eg. Hospitality, Construction etc. | | | |
| Physical Address | | | |
| | | Postcode | |
| Billing Address | <input type="checkbox"/> same as above | | |
| | | Postcode | |
| Primary Purchasing Contact | | | |
| Primary Purchasing Email | | | |
| Phone () | | Ext | |
| Mobile () | | | |

| | | | |
|--|------------------------------|-----------------------------|-----|
| Accounts Department Contact if different | | | |
| Accounts Department E-mailing Address | | | |
| Requested Monthly Credit Limit (\$) | | | |
| Purchase order number required | <input type="checkbox"/> Yes | <input type="checkbox"/> No | |
| Directors, Partners and Sole Traders, Residential Addresses and Dates of Birth | | | |
| 1. Full name | | DOB | / / |
| Address | | | |
| | | | |
| 2. Full name | | DOB | / / |
| Address | | | |
| | | | |

DECLARATION

I am authorised to make this application on behalf of the applicant named above. The applicant agrees to be bound by the attached Terms and Conditions of Trade.

I authorise:

- You to, where appropriate, make enquiries, disclose and obtain any information about the applicant, me personally and all persons named above, to and from anyone else for the purposes of verifying information in this application or carrying out credit checks.
- You to disclose information to any person, for the purpose of collecting any outstanding sums owing under this agreement.
- Noel Leeming to send me promotional marketing information.

I understand that you will hold and use any personal information that I provide in accordance with your privacy policy (see noelleeming.co.nz). I understand that all information you provide to your credit reporting agency will be held and used by that agency for its credit reporting service and the agency may give such information to its customers who use its services.

Signed _____

Name _____

Position _____ Date / /

When this form is complete please return to Noel Leeming accounts receivable

Email: remittances@nlg.co.nz | PO Box 91146, Victoria St West, Auckland, 1142

Noel Leeming Group Limited – Terms and Conditions of Trade for business customers

1. Definitions

- 1.1 "Account" means a Noel Leeming Group Limited business account.
- 1.2 "Goods" has the same meaning as in section 119 of the Contract and Commercial Law Act 2017 and are Goods that we supply to you (and where the context so permits includes any supply of Services (defined below).
- 1.3 "Price" means the cost of the Goods as agreed between us and you, subject to clause 4 of these terms and conditions.
- 1.4 "Services" means all services that we supply to you and includes any advice or recommendations (and where the context so permits includes any supply of Goods as defined above).
- 1.5 "We", "us" or "our" means Noel Leeming Group Limited and its successors and assigns.
- 1.6 "You" or "your" means the applicant named on the credit application form or any person acting on behalf of the applicant and with its authority.

2. Acceptance

- 2.1 If you apply for an Account, or give us any instructions for the supply of Goods or Services, you are deemed to have accepted these terms and conditions.
- 2.2 None of our agents or representatives are authorised to make any representations, statements, conditions or agreements that are not confirmed by one of our senior managers in writing nor are we bound by any such unauthorised statements.

3. Goods

- 3.1 The Goods or Services will be as described on the invoices, quotation, authority to supply or any other sales forms that we have provided to you. We will not accept instructions from you for the supply of Goods or Services.

4. Price and Payment

- 4.1 At our sole discretion, the Price of the Goods or Services will be:
- (a) as indicated on invoices or Account statements that we have provided to you in respect of Goods supplied; or
- (b) our current Price at the date of delivery of the Goods, or provision of the Services; or
- (c) our quoted Price (which, unless otherwise specified on a quotation, we agree to be bound by if you accept it within one calendar month of the date of quotation).
- 4.2 You must pay for the Goods or Services:
- (a) in full at time of purchase in cash or by any one of the following debit or credit cards: Amex, Visa, Mastercard or Diners Club. If you are using a credit card to process a transaction, you represent and warrant that the credit card is issued in your name and that you will pay to the issuer all charges incurred through the use of the transaction processing service
- (b) if the Goods or Services have been purchased on your Account, by cash, direct credit or any other method as agreed to between us and you, on or before the date that is twenty (20) days or, in the case of purchases of gift cards, seven (7) days, from the date of our Account statement or invoice for the relevant Goods or Services, or on any other date specified in the statement or invoice. Time for payment for the Goods or Services shall be of the essence.
- 4.3 If we expressly exclude GST and other taxes and duties in the Price advertised or quoted, you must pay GST and other taxes as an additional amount on all Prices.
- 4.4 We may set a credit limit on your Account, in which case the balance of your Account must not exceed the credit limit at any time. You may still make purchases by cash or debit or credit card at the time of purchase.

5. Delivery of Goods

- 5.1 You must arrange to take delivery of the Goods whenever they are made available for delivery, or we will arrange to deliver the Goods to you at your cost.
- 5.2 Subject to these terms and conditions, if we agree to send the Goods to you at your expense then:
- (a) you must pay us the delivery charges on the date for payment of the Price; and
- (b) delivery of the Goods to the address that you have nominated for that purpose is deemed to be a delivery of the Goods to you.
- 5.3 We may deliver the Goods by separate instalments. We will invoice, and you must pay for, each separate instalment in accordance with these terms and conditions.
- 5.4 We are not liable for any loss or damage whatsoever due to our failure to deliver the Goods (or any of them) promptly.
- 5.5 Notwithstanding that we may have delayed or failed to deliver the Goods (or any of them) promptly you must accept delivery and pay for the Goods in full, provided that delivery is tendered at any time within one month of the delivery date.
6. Risk
- 6.1 Risk in the Goods passes from us to you on delivery.
- 6.2 If any of the Goods are damaged or destroyed prior to property in them passing to you, we are entitled, without prejudice to any of our other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable in respect of the Goods. This applies whether or not the Price has become payable under these terms and conditions. Our production of these terms and conditions is sufficient evidence of our rights to receive the insurance proceeds, without the need for any person dealing with us to make further enquiries. We will apply the insurance proceeds as follows:
- (a) first, in payment of the Price of the Goods that are damaged or destroyed, if unpaid;
- (b) second, in payment of the outstanding Price of any other Goods that we have supplied to you, whether under these terms and conditions or otherwise;
- (c) third, in payment of any other sums payable to us by you on your Account or any other account;
- (d) fourth, we will pay you any balance.

7. Defects

- 7.1 You must inspect the Goods on delivery and must notify us of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote within five days of delivery. You must give us an opportunity to inspect the Goods within a reasonable time following delivery. If you do not comply with these provisions, the Goods will be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.

8. Return of Goods

- 8.1 You may, at your cost, return Goods within fourteen (14) days of delivery. We may accept returns at our sole discretion and in any event only if the Goods are in the following "as new" condition:
- (a) All packaging material and brochures must be in as new condition and un-marked.
- (b) All instruction manuals, videos or any other material must be returned with the Goods.
- (c) All tools and accessories must be returned with the Goods.
- 8.2 If we accept the returned Goods, we will credit the Price of those Goods to your Account. No credit will be given for freight charges.
- 8.3 If we accept any returned Goods, we may charge a re-stocking fee of 15% of the value of the Goods
- 8.4 We will not accept return of any Goods that are of a type that is excluded under our returns policy, which is available at noelleeming.co.nz.

9. Warranty

- 9.1 If there is a manufacturer's warranty for the Goods, we will supply to you the terms and conditions, time limits and other warranty information with the Goods. The warranty will be the current warranty provided by the manufacturer of the product.

10. Consumer Guarantees Act 1993

- 10.1 You and we agree that we are each in trade and that the Goods and Services are supplied and acquired in trade and that the Consumer Guarantees Act 1993 does not apply to the supply of Goods and Services under these terms and conditions.
- 10.2 Nothing in these terms and conditions 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, and these terms and conditions are to be modified to the extent necessary to give effect to that intention.

11. Default and Consequences of Default

- 11.1 If you default in payment of any invoice or any Account balance when due, you agree that you will pay on our demand:
- (a) interest at a rate equivalent to fifteen per cent per annum from the date on which the payment was due to the date that we receive payment, such interest being payable solely as a result of your default; and
- (b) all debt collection costs, including our costs in relation to the services of a third-party debt collection agency; and you agree to indemnify us from and against all of our costs and disbursements, including court costs and legal expenses on a solicitor and own client basis. Our rights in this clause are without prejudice to our other rights or remedies in respect of your default in failing to pay on the due date.

- 11.2 Without prejudice to any other remedies we may have, if at any time you are in breach of any obligation (including those relating to payment of an invoice or any Account balance when due), we may suspend or terminate the supply of Goods or Services to you and any of our other obligations under the terms and conditions. We will not be liable to you for any loss or damage you suffer because we exercised our rights under this clause.

11.3 If:

- (a) any money payable to us becomes overdue, or in our reasonable opinion you will be unable to meet your payments as they fall due; or
- (b) you become insolvent, convene a meeting with your creditors or propose or enter into an arrangement with creditors, or make an assignment for the benefit of your creditors; or
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of you or any of your assets, then, without prejudice to any other rights or remedies that we may have:
- (i) we are entitled to cancel all or any part of any of your orders that remain unperformed; and
- (ii) all amounts owing to us will immediately become payable, whether or not due for payment; and
- (iii) we are entitled to reclaim any Goods in your possession or control that we have supplied and to dispose of the Goods for our own benefit and we are entitled to enter, directly or by our agents (and you give us and our agents the right to so enter) upon any land or premises where we believe the Goods that we have supplied are stored without being liable to any person; and
- (iv) we may suspend, terminate or cancel your Account.

12. Title

- 12.1 Property in the Goods will not pass until:

- (a) you have paid all amounts owing for the particular Goods; and
- (b) you have met all other obligations due in respect of all contracts between you and us, and you will keep the Goods, or proceeds of the sale of the Goods, separate until we have received payment and you have met all other obligations to us.

- 12.2 You agree that:

- (a) you will not deal with our money in any way which may be adverse to us;
- (b) until such time as ownership of the Goods passes from us to you, we may give you notice in writing to return the Goods or any of them to us. Upon such notice your rights to obtain ownership or any other interest in the Goods will cease;
- (c) if you fail to return the Goods to us then we or our agent may enter upon and into land and premises that you own, occupy or use, or any premises as your invitee, where the Goods are situated and take possession of the Goods, without being responsible for any damage caused;
- (d) you agree not to charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain our property;
- (e) we may require you to pay the Price or the balance of the Price due together with any other amounts due to us arising out of these terms and conditions or under your Account, and we may take any lawful steps to require payment of the amounts due and the Price; and
- (f) we may issue proceedings to recover the Price of the Goods sold despite ownership of the Goods not having passed to you.

13. Personal Property Securities Act 1999

- 13.1 You acknowledge and agree that:
- (a) these terms and conditions constitute a security agreement for the purposes of section 36 of the Personal Property Securities Act 1999 ("PPSA"); and
- (b) these terms and conditions create, in our favour, a security interest in all present and after acquired Goods (being, for the avoidance of doubt, all your present personal property and after-acquired property except for any item of personal property which was not (or which is exclusively the proceeds of any item of personal property which has not) supplied by us to (or for the account of) you) to secure the payment by you to us of any amounts owing in respect of the Goods; and
- (c) these terms and conditions will apply notwithstanding anything, express or implied, to the contrary contained in any purchase order (or its equivalent, whatever called) that you present; and
- (d) the security interest provided for in this clause 13 shall continue until we give you a final release.
- 13.2 You agree to:
- (a) promptly sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, that we may reasonably require to enable us to perfect and maintain the perfection of our security interest, including registering a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse us for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
- (c) not register a financing change statement (in accordance with Regulation 9) or a change demand (in accordance with Regulation 10) without our prior written consent;
- (d) give us not less than 14 days prior written notice of any proposed change in your name and/or any other change in your details (including but not limited to, changes in your address or business practice); and
- (e) immediately advise us of any material change in your business practices that would result in a change in the nature of proceeds derived from such sales (if applicable).
- 13.3 Unless we agree otherwise in writing, you waive your right to receive a verification statement in accordance with section 148 of the PPSA.
- 13.4 To the extent permitted by law, we each contract out of:
- (a) section 114(1)(a) of the PPSA; and
- (b) your rights referred to in sections 107(2)(c), (d), (h) and (i) of the PPSA.

14. Cancellation

- 14.1 We may cancel your Account, or cancel delivery of any Goods or Services (including any time before delivery) by giving written notice. We are not liable for any loss or damage whatever arising from such cancellation.

15. General

- 15.1 Subject to clause 15.6 below, we may give notices under these terms and conditions by sending the notice to the address (including email address) that you provide in your application. You must deliver notices to us under these terms and conditions in writing to 26 The Warehouse Way, Northcote, Auckland 0627, for the attention of Noel Leeming Commercial Team.
- 15.2 If any provision of these terms and conditions is held to be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions will not be affected, prejudiced or impaired.
- 15.3 All Goods and Services that we supply are subject to the laws of New Zealand and we accept no responsibility for changes in the law which affect the Goods or Services supplied.
- 15.4 We are under no liability whatsoever to you for any indirect loss and/or expense (including loss of profit) that you suffer arising out of or in connection with these terms and conditions.
- 15.5 You agree not to set off against the Price amounts due from us.
- 15.6 We reserve the right to review these terms and conditions at any time and from time to time. If, following any such review, we decide to change these terms and conditions, that change will take effect from the date on which we notify you of the change. This notification may be given through our website or by other means.
- 15.7 If we breach these terms and conditions, your remedies are limited to an action for damages and under no circumstances will our liability exceed the Price of the relevant Goods or Services.
- 15.8 If you do not use your Account for a period of two years or longer, we may close it without notification.