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CREDIT ACCOUNT APPLICATION

GST: 94-917-530

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or atta
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Customer's Details:							
Full or Legal Name:							
Trading Name: (If different from above)							
Store Address:	Postcode:						
Billing Address:		Postcode:					
Shipping Address:					Postcode:		
Shipping Address Is: (please indicate) Residential Commercial Store Hours: M T W TH F S Su From: to							
Email Address:							
Phone No:	Mobile No:						
Personal Details: (please complete if you are an Ind	dividual)						
D.O.B.				Driver's Licence No:			
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)							
Company Number: Date Incorporated: (current owners)							
			GST No: (if app	GST No: (if applicable)			
Paid Up Capital: \$ Estimated Monthly Purchases: \$			Credit Limit Required: \$				
Principal Place of Business is: Rented Owned Mortgaged (to whom):							
Directors / Owners / Trustee (if more than two, please attach a separate sheet)							
(1) Full Name: D.O.B.							
Private Address: Postcode:				Postcode:			
Driver's Licence No: Phone No:			Mobile No:				
(2) Full Name: D.O.B.							
Private Address:					Postcode:		
Driver's Licence No: Phone No:			Mobile No:				
Account Terms:							
		Accounts to be ema	ccounts to be emailed?				
Accounts Email Address:							
Accounts Contact:			Phone No:				
Bank and Branch:			Account No:				
Trade References: (please provide companies that are willing to do trade references)							
Name:	Address:		Phone / Fax / Email:				
1.							
2.							
3.							

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Crystal Ashley Designs Limited T/A Crystal Ashley which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.

SIGNED (CUSTOMER):			SIGNED (WHOLESALER):					
Name:			Name:					
Position: WITNESS TO CUSTOMER'S SIGNATURE:		Pos	Position:					
Signed:		Nan	ie:	Date:				
OFFICE USE ONLY								
Account / Ref. No.	CREDIT LIMIT	APPR	OVED BY	DATA INPUTTED	DATE			
	\$				1 1			



Crystal Ashley designs – Terms & Conditions of Trade

- Definitions "Wholesaler" means Crystal Ashley Designs Limited T/A Crystal Ashley, its successors and assigns or any person acting on behalf of and with the authority of Crystal Ashley Designs Limited T/A Created Achiev Designs.
- of and with the authority of Crystal Ashley Designs Limited I/A Crystal Ashley Designs. "Customer" means the person/s or any person acting on behalf of and with the authority of the Customer requesting the Wholesaler to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and: (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and (b) if the Customer is a part of a Trust, shall be bound in their cranarity as furstles: 12

 - (c) includes the Customer's executors, administrators, successors
- and permitted assigns. Goods' means all cools or Services supplied by the Wholesaler to 8.5 the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be 8.6 interchangeable for the other). 1.3 "Go
- interchangeable for the other). "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between the Wholesaler and the Customer in accordance with clause 8 below. 1.4

Acceptance

- Acceptance The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
- the Goods. These terms and conditions may only be amended with the cc of both parties in writing and shall prevail to the extent o inconsistency with any other document or contract betwee Customer and the Wholesaler. 2.2 8.7
- 2.3
- Customer and the Wholesaler. So control to control the accepted by either 8.7 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable 8.8 provisions of that Act or any Regulations referred to in that Act. The Customer acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for an 8.9 reason, Goods are not or cease to be available, the Wholesaler will notify the Customer's not person so reserves the right to place the Customer's order and/or Wholesaler on hold until such time the 8.10 customer advises if they would prefer a substitution, place a back order or to change the order (as per clause 7). 2.4

Errors and Omissions

he Customer acknowledges and accepts that the Wholesaler shall, vithout prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):

- Jai error(s) and/or ormission(s): resulting from an inadvertent mistake made by the Wholesaler in the formation and/or administration of this contract; and/or contained informitted from any literature (hard copy and/or electronic) supplied by the Wholesaler in respect of the Services. (a) (b)
- Services. In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or 9. wit/un misconduct of the Wholesaler, the Customer shall not be 9.1 entitled to treat this contract as repudiated nor render it invalid. 32

Change in Control The Customer shall give the Wholesaler not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details 9.2 (including but not limited to, changes in the Customer's details 9.2 (including but not limited to, changes in the Customer's details 9.2 business practice). The Customer shall be liable for any loss incurred by the Wholesaler as a result of the Customer's failure to transmut this clause.

Distribution of Goods via an Approved Distributors

usanoution of uscoss va an Approved Distributors The Customer agrees that until they are authorised as a distributor by the Wholesaler, (and hereinafter the Customer shall be referred to as "Distributor" for the purposes of this clause) the Distributor shall not be able to sell the Goods on as a Distributor for the Wholesaler or represent to any thrift parties that the Distributor is any ava acting for the Wholesaler. The Wholesaler shall not accept reproducibility or age to be bound in any use a construction.

- any way acting for the Wholesaler. The Wholesaler shall not accept responsibility or agree to be bound in any way by any contracts with third parties to whom the Distributor is a party. At the Wholesaler's sole discretion the Distributor acknowledges that only approved Distributors shall have the authority to accept internet orders via their respective website and/or any alternative online auction site. 5.2 10.2 online auction sites. Orders from a Distributor are accepted on the basis that: 53
 - ders trom a Distributor are accepted on the basis that: unless otherwise agreed by prior approval between the Wholesaler and the Distributor, Coods may only be resold to consumers at retail level and may not be sold at wholesale level or to any other trader that is known or is suspected to be purchasing for resale; and Goods are to be sold for retail or displayed for sale at only the nominated locations advised by the Distributor to the Wholesaler and (a) 10.3
 - (h) Wholesaler: and
 - Wholesaler, and "the traditional order, intermet or any other method 10.4 outside of the traditional display and sell at the approved location is prohibited without prior written consent of the Wholesaler, and (d) Goods are to be displayed, presented and marketed in the manner that is in the best interest of the brand name. Any default of clauses 3.1-3.3 may at the Wholesaler's sole discretion be subject to immediate and permanent closure of account facilities, with any account balances payable immediately on demand.
- 5.4
- on demand. The Wholesaler has sole discretion on which brands or Goods are 55 made available to any approved Distributor and the Wholesaler does not guarantee continuing supply of any specific brand or

- ads on Consignment ere Goods are supplied on consignment the following provisions ly specifically to those Goods: the Goods shall be at the Customer's risk from the time of 11. delivery and the Customer shall be responsible for insuring the 11.1
- Goods (b)
- (c)
- Goods: the Customer may retain possession of the Goods until the Customer sells them or the Wholesaler requires re-delivery of them to the Wholesaler, whichever first occurs; if the Wholesaler requires re-delivery of the Goods such re-delivery shall be at the Customer's cost: the Customer shall notify the Wholesaler on a fortnightly basis of all consignment Goods sold during that fortnightly period and shall within seven (7) days of that fortnightly advice pay the Wholesaler for the Goods sold. (d)

Back Orders

- a product may be temporarily out of stock, the Wholesale shall advise the Customer within one (1) working day of such and may offer the Customer the option of: 12.2
- 7.2
- (a) of placing a back order; or (b) accepting a substitute product. Any Goods placed on back order will not be charged to the Customer until the Goods have been dispatched. 12.3 8. 8.1 Price and Payment
- The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit
- shall not take effect until the Customer has completed a credit application with the Wholesaler and it has been approved with a credit limit established for the account. In the event that the supply of Goods request exceeds the Customer's credit limit and/or the account exceeds the payment terms, the Wholesaler reserves the right to refuse delivery and/or request an alternative payment method. At the Wholesaler's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Wholesaler to the Customer or (b) the Price as at the date of delivery of the Goods according to the Wholesaler's sourced price [stupier th clause 8.41 which will 8.2
- 8.3
- - The windesater's quoted price list; or the Wholesater's quoted price (subject to clause 8.4) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. (c)

The Wholesaler reserves the right to change the Price if a variation to the Wholesaler's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation to quanity orders, stock availability, transportation delays or as a result of any increase to the Wholesaler in the cost of Goods (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency relates of exchange and/or international freight and insurance changes) and labour) will be changed for on a variations on the Wholesaler's quotation and will be shown as variations on the Wholesaler's quotation and will be shown as variations on the invoice. The Customer shall be required to respond to any variation submitted by the Wholesaler within ten (10) working days. Failure to do so will entitle the Wholesaler to add the 13.1 made in full at the time of their completion. At the Wholesaler's so discretion a non-refundable deposit may be

- Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by the
- Idesaler, which may be: on delivery of the Goods; before delivery of the Goods including the first order placed by new Customers; for certain approved Customers, due twenty (20) days following new Customers; for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices; (c)
- (d) the date specified on any invoice or other form as being the
- (a) the date speament; or any invoice of other form as being the date for payment; or (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Wholesaler.
- the Wholesaler. The Wholesaler reserves the right to change the Price where a bulk discount (quantity pricing) has been offered by the Wholesaler, and the Customer subsequently reduces the quantity of Goods ordered. Any discounts applicable to the Price shall become null and void if payment is not made by the due date stated on the invoice and/or statement. Payment may be made by bank cheque, electonic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and the Wholesaler. the Customer shall on the antitlet to the diff adjust of the directory of the formation of the entited to be difficult of the formation of t
- 13.3 The Ductomer shall not be entitled to sat off against, or deduct from the Price, any sums owed or daimed to be owed to the Customer by the Wholesale more to withhold payment of any invoice because pat 13.4 of that invoice is in dispute.
- Unless otherwise stated the Price does not include GST. In addition 13.5 to the Price, the Customer must pay to the Wholesaler an amount equal to any GST the Wholesaler must pay for any supply by the Wholesaler under this or any other contract for the sale of the 13.6 Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay be applicable in addition to the 14.1 Price except where they are expressly included in the Price.

Delivery of Goods

Delivery of Goods Delivery of Goods Delivery ("Delivery") of the Goods is taken to occur at the time that (a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Wholesaler's address, or (b) the Wholesaler (or the Wholesaler's nominated carrier) delivers 14.2 the Goods to the Customer's nominated address even if the Customer is not present at the address. At the Wholesaler's sole discretion the cost of delivery is in addition 14.3

All the invitesates sole distriction to construct the construction of the Price. Any time specified by the Wholesaler for delivery of the Goods is an estimate only. The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. The Wholesaler will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. In the event that the customer as a result of delivery of the Goods as granned theory. Customer is unable to take delivery of the Goods as arranged then 15. the Wholesaler shall be entitled to charge a reasonable fee for 15.1 edelivery and/or storage. The Wholesaler may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

Risk

Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before

Delivery, and the Customer must insure the Godos on or before Delivery. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Wholesaler is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Wholesaler is sufficient evidence of the Wholesaler's rights to receive the insurance proceeds without the need for any person dealing with the Wholesaler's premises for collection or to deliver the Goods outside the Wholesaler's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's side risk. 15.2

- sole risk. The Customer acknowledges that Goods supplied may:
- fade or change colour over time; and expand, contract or distort as a result of exposure to heat, cold, (a) (b)
- (e)
- weather; and 15.3 mark or stain if exposed to certain substances; and be damaged or disfigured by impact or soratching; and show variations of texture, shade, colour, surface, finish, 16. markings, vering; and contain natural fissures, occlusions, and 16.1 indentations. Whilst the Wholesaler will make every effort to match sales samples to the finished Goods the Wholesaler accepts no liability whatsoever: where such samples differ to the finished Goods supplied (i)

 - or (ii) for any loss, damages or costs howsoever arising resulting **17**. from any texture, shade, colour, surface, finish, markings, **17**.1 veining, and contain natural fissures, occlusions, and indentations between different products.

Product Specifications

The Customer acknowledges that all descriptive specifications. illustrations, drawings, data, dimensions and weights stated in the 18.1 Wholesaler's or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identificat only. The Customer shall not be entitled to rely on such informati and any use of such does not constitute a sale by description, a does not form part of the contract, unless expressly stated as so in writion by the Wholeseter. such 18.2 ing by the Wholesale

- lesaler and the Customer agree that ownership of the bds shall not pass until: the Customer has paid the Wholesaler all amounts owing to the 18.3

- (a) the Customer has paid the Wholesaler all amounts owing to the 18.3 Wholesaler, and
 (b) the Customer has met all of its other obligations to the Wholesaler. Recipit by the Wholesaler of any form of payment that cash shall not be deemed to be payment until that form of payment has 19.
 19. The Customer is only a ballee of the Goods and must return the Goods to the Wholesaler on request.
 (a) the Customer is only a ballee of the Goods and must return the Goods to the Wholesaler on request.
 (b) the Customer in accordance with clause 12.1:
 (c) the Customer in accordance with clause 12.1:
 (c) the Customer in accordance with clause 12.1:
 (c) the Customer in action the Wholesaler and must pay to the Wholesaler the proceeds of any issurance on the store with possession of the Goods other than in the ordinary course of business and for market value. If the Customer must hold the proceeds of any such act on trust for the Wholesaler on the Wholesaler on the Goods the Wholesaler on the Goods the Wholesaler on the Goods the Wholesaler on the Customer must hold the proceeds of any such act on trust for the Wholesaler on and must pay or deliver the proceeds to the Wholesaler on (10) the Customer should not convert or process the Goods or
- demand; the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Wholesaler and must sell, dispose of or return the 19.4 resulting product to the Wholesaler as its of irrects; (d)

Please note that a larger print version of these terms and conditions is available from the Wholesaler on request.

(e) the Customer irrevocably authorises the Wholesaler to enter any premises where the Wholesaler believes the Goods are kept and recover possession of the Goods;
(f) the Wholesaler may recover possession of any Goods in transit whether or not delivery has occurred;

Customer which remains unfulfilled and all amounts owing to the holesaler shall, whether or not due for payment, become mediately payable it, any more payable to the Wholesaler becomes overdue, or in the Wholesaler's opinion the Customer will be unable to make a payment when it falls due;) the Customer has exceeded any applicable credit limit provided by the Wholesaler.

by the Wholesaler, the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its

(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

Without prejudice to any other remedies the Wholesaler may have, if at any time the Customer is in breach of any obligation (including

If at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Wholesaler may suspend or terminate the supply of Goods to the Customer. The Wholesaler will not be liable to the Customer for any loss or damage the Customer suffers because the Wholesaler has exercised its rights under this clause the Wholesaler may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Wholesaler shall repay to the Customer any money paid by the Customer for the Goods. The Wholesaler shall not be liable for any loss or damage whatsoever anising from such cancellation.

canceitation. In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Wholesaler as a direct result of the cancellation (including, but not limited to, any loss of profits).

Privacy Act 1993 The Customer authorises the Wholesaler or the Wholesaler's agent

(a) access, collect, retain and use any information about the

(b) disclose information about the Customer, whether collected by

disclose information about the Customer, whether collected by the Wholesaler from the Customer directly or obtained by the Wholesaler from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer. nere the Customer is an individual the authorities under clause 1, are authorities or consents for the purposes of the Privacy Act or

1993. The Customer shall have the right to request the Wholesaler for a copy of the information about the Customer retained by the Wholesaler and the right to request the Wholesaler to correct any incorrect information about the Customer held by the Wholesaler.

Any written notice given under this contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this contract.

(c) by sending it by registered post to the address of the other party as stated in this contract;

party as stated in this contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission; (e) if sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

Trusts if the Customer at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust (Trust) then whether or not the Wholesaler may have notice of the Trust, the Customer covenants with the Wholesaler as follows: (a) the contract extends to all rights of indemnity which the

Customer now or subsequently may have against the Trust and

Customer now or subsequently may have against the Trust and the thrust fund; the Customer has full and complete power and authority under the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity. the Customer will not without consent in writing of the Wholesaler (the Wholesaler will not urreasonably withhold consent), cause, permit, or suffer to happen any of the following events; (i) the removal, replacement or retirement of the Customer as trustee of the Trust; (ii) any alteration to or variation of the terms of the Trust; (iii) any advancement or distribution of capital of the Trust;

(ii) any alteration to or variation of the terms of the Trust;
 (iii) any advancement or distribution of capital of the Trust; or
 (iv) any resettlement of the trust property.

ure by either party to enforce any provision of these terms

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, liegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Manukau Courts in New Zealand. The Wholesaler shall be under no liability whatsoever to the Customer for any indirect and/or conserver arising out of a breach by the Wholesaler of these terms and conditions (altenatively the Wholesaler of these terms and conditions). The Wholesaler may indirect and/or assign all or any part of its betwire the Wholesaler of and/or assign all or any part of the Goods).

The Wholesaler may licence and/or assign all or any part of its rights and/or obligations under this contract without the Customer's

consent. The Customer cannot licence or assign without the written approval

The Customer cannot licence or assign without the written approval of the Wholesaler. The Wholesaler may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of the Wholesaler's sub-contractors without the authority of the Wholesaler. The Customer agrees that the Wholesaler may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Wholesaler to provide Goods to the Customer. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

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stomer; (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or for the purpose of marketing products and services to the Customer.

(b)

(c)

ncellation

Custom

(ii)

W/h

1993

Trusts

(c)

General The failu

Service of Notices

- (a)
- whether or not delivery has occurred; the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Wholesaler; the Wholesaler may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

- Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that: (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and (b) a security interest is taken in all Goods and/or collateral 20.1 (account) being a monetary obligation of the Customer to the Wholesafe for Sanizea that have norwingly heave smolied
- Wholesaler for Services that have previously been supplied and that will be supplied in the future by the Wholesaler to the

- Customer: Customer undertakes to: sign any further documents and/or provide any further information (such information to be complete, accurate and up-0.20.2 to-date in all respects) which the Wholesaler may reasonably to-date in all respects) which the Wholesaler may reasonably

- Initiation (alcor mixed neuron level) expected exclude a rob processing and the second seco
- conditions. The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA. Unless otherwise agreed to in writing by the Wholesaler, the Customer waives Is right to receive a verification statement in accordance with section 148 of the PPSA. The Customer shall unconditionally ratify any actions taken by the Wholesaler under clauses 13.1 to 13.5.

Defects

15.3

Warranty

- Whitesets under cause that the Security and Charge In consideration of the Wholesaler agreeing to supply the Goods, the Customer charges all of its rights, tile and interest (whether joint 21.2 or several) in any land, really or other assets capable of being charged, owned by the Customer other now or in the future, to secure the performance by the Customer of its obligations under 21.3 these terms and conditions (including, but not limited to, the payment of any momey). The Customer indemnifies the Wholesaler form and against all the Wholesaler's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Wholesaler's 22.1
- solictor and own client basis incurred in exercising the Wholesaler's rights under this dause. The Customer inevocably appoints the Wholesaler and each director of the Wholesaler as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this dause 14 including, but not limited to, signing any document on the Customer's behalf. Defects The Customer shall inspect the Goods on delivery and shall within five (5) days of delivery (time being of the essence) notify the Wholesaler of any alleged defect, shortage in quantity, damage or falure to comply with the description or quote. The Customer shall 22.2 afford the Wholesaler an opportunity to inspect the Goods within a reasonable time following delivery if the Customer shall all to comply with these provisions the Goods shall be presumed to be free from **23**. any defect or damage. For defective Goods, which the Wholesaler 33.1 has agreed in writing that the Customer shall fail to comply Wholesaler's liability is limited to either (at the Wholesaler's Wholesaler's liability is limited to either (at the Wholesaler's discretion replacing the Goods or repairing the Goods.

nas agrees in winning mat the Customer is entitled to reject, the Wholesaler's liability is limited to either (at the Wholesaler's discretion) replacing the Goods or repaining the Goods. Goods will not be accepted for return other than in accordance with 15.1 above, and provided that:
(a) the Wholesaler has agreed in writing to accept the return of the Goods; and
(b) the Goods are returned at the Customer's cost within five (5) days of the delivery date; and
(c) the Wholesaler will not be liable for Goods which have not been stored or used in a proper manner; and
(d) the Goods are returnstances, and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances. Subject to dause 15.1, non-stocklist items or Goods made to the Customer's specifications are not acceptable for credit or return.

For Goods not manufactured by the Wholesaler, the warranty shall the the correct warranty provided by the manufacturer of the Goods. The Wholesaler shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

Consumer Guarantees Act 1993 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Wholesaler to the Customer.

Intellectual Property 24.2 Where the Wholesaler has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Wholesaler. Under no 24.3 circumstances may such designs, drawings and documents be used without the express written approval of the Wholesaler. The Customer warrands that all designs, specifications or instructions given to the Wholesaler will not cause the Wholesaler to infrince any related registered design or tradewark in the averation

instructions given to the Wholesaler will not cause the Wholesaler to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the 24.4 Wholesaler against any action taken by a third party against the Wholesaler in respect of any such infringement. The Customer agrees that the Wholesaler may (at no cost) use for 24.5 the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Wholesaler has 24.6 created for the Customer.

Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the 24.7 Wholesaler's sole discretion such interest shall compound monthly

Wholesaler's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Customer oves the Wholesaler any money the Customer shall indemnity the Wholesaler from and against all costs and disbursements incurred by the Wholesaler in recovering the debt (including but not limited to internal administration fees, legal costs 24.8 on a solicitor and own client basis, the Wholesaler is collection agency costs, and bank dishonour fees). Further to any other rights or remedies the Wholesaler may have 24.9 under this contract, if a Customer has made payment to the Wholesaler, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Wholesaler under this clause 19 where it can be proven that such reversal is found to be illegal, fradulation or in on theoremion to the Customer's hourse of the fourther to ris not revention to the Sutomer's hoursention to the clause 19 where it can be proven that such reversal is found to be

clause 19 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations

Without prejudice to the Wholesaler's other remedies at law the Wholesaler shall be entitled to cancel all or any part of any order of

Default and Consequences of Default

under this contract

Crystal Ashley Designs

Phone: (09) 576 0259 • Fax: (09) 576 0239 PO Box 230128, Botany AUCKKLAND 2163 Email: info@crystalashley.co.nz Web: www.crystalashley.co.nz

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Crystal Ashley Designs Limited T/A Crystal Ashley Designs and its successors and assigns ("the Wholesaler") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- **GUARANTEE** the due and punctual payment to the Wholesaler of all monies which are now owing to the Wholesaler by the Customer and all further sums of money from time to time owing to the Wholesaler by the Customer in respect of goods and services supplied or to be supplied by the Wholesaler to the Customer or any other liability of the Customer to the Wholesaler, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Wholesaler, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Wholesaler the Guarantor will immediately on demand pay the relevant amount to the Wholesaler. In consideration of the Wholesaler agreeing to supply the goods and/or services to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to the Wholesaler registering any interest so charged. The Guarantor irrevocably appoints the Wholesaler and each director of the Wholesaler as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Wholesaler and each director of the Wholesaler as the Guarantor on the Guarantor's behalf which the Wholesaler may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY the Wholesaler on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Wholesaler in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of monies owing to the Wholesaler by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Wholesaler's nominees costs of collection and legal costs; or
 - (c) monies paid by the Wholesaler with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Wholesaler, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Wholesaler to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read and understood the Wholesaler's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to the Wholesaler by the Customer and all obligations herein have been fully paid satisfied and performed.
- 5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Wholesaler's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to the Wholesaler, each Guarantor shall be a principal debtor and liable to the Wholesaler accordingly.
- 6. If any payment received or recovered by the Wholesaler is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Wholesaler shall each be restored to the position in which they would have been had no such payment been made.
- 7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Wholesaler.
- 9. I/we irrevocably authorise the Wholesaler to obtain from any person or company any information which the Wholesaler may require for credit reference purposes. I/We further irrevocably authorise the Wholesaler to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Wholesaler as a result of this Guarantee and Indemnity being actioned by the Wholesaler.
- The above information is to be used by the Wholesaler for all purposes in connection with the Wholesaler considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1 SIGNED:	GUARANTOR-2 SIGNED:
FULL NAME:	FULL NAME:
HOME ADDRESS:	HOME ADDRESS:
DATE OF BIRTH:	DATE OF BIRTH:
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:
NAME OF WITNESS:	NAME OF WITNESS:
	OCCUPATION:
PRESENT ADDRESS:	PRESENT ADDRESS:
EXECUTED as a Deed this day of 20	EXECUTED as a Deed this day of 20

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s). 2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

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