



Registered Company Name: \_\_\_\_\_

Trading as: \_\_\_\_\_

Postal Address: \_\_\_\_\_

Delivery Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name Orders: \_\_\_\_\_

Email: \_\_\_\_\_

Contact Name Accounts: \_\_\_\_\_

Email: \_\_\_\_\_

Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Solicitor: \_\_\_\_\_ Accountant: \_\_\_\_\_

**Directors:**

Full name

Residential address

Phone

_____	_____	_____
_____	_____	_____
_____	_____	_____

**Trade / Credit References:**

Company Name

Phone

Contact Name

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

**Signed by:**

Name : \_\_\_\_\_ Position: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## Craftcorp Group Limited - Terms and Conditions

All orders accepted by Craftcorp Group Ltd are subject to the following terms and conditions

### You buy.

1. All prices quoted are excluding GST and/or any other local taxes.
2. Images may not show the actual size of items, measurements are approximate and indicative only. Actual colours and design of the product may differ to the images displayed.
3. Freight. Orders within the North Island with an invoice value over \$300 ex gst will be shipped freight free. Orders within the South Island with an invoice value over \$500 ex gst will be shipped freight free We will confirm your Indent orders prior to delivery.

### We supply.

1. We do not accept any liability for loss incurred as a result of any order placed.
2. All deliveries must be signed for as proof of delivery.
3. Any damaged goods or errors in quantities delivered need to be notified to us within 14 days of receipt to enable us to raise credits.

### You pay.

1. Invoiced prices include GST and local taxes and freight as applicable.
2. Payment terms for non-account customers are cash on delivery (COD) except by prior arrangement.
3. Payment terms for customers with trade accounts are due 20th Month following delivery.
4. Overdue accounts will incur late charges of 2% per month of invoiced amount. Interest is calculated on a daily basis.
5. We reserve the right to withhold or cancel any further orders on overdue accounts.

### Other Considerations:

1. Indent Orders once accepted by Craftcorp Group Limited (The Company) are considered final and may not be cancelled.
2. Force Majeure No liability is accepted for loss or damage (in either case, of any kind and whether direct, indirect or consequential) or delay caused by Government order, civil commotion, force majeure, accidents, fires, strikes, lock-outs or delay in obtaining raw materials whether as a result of shortage or otherwise or any other cause beyond the Company's reasonable control.
3. Intellectual Property - The buyer acknowledges that the Company is the owner of all intellectual property rights, including, without limitation, copyright, in the goods and the packaging of the goods and will not do or cause or permit anything to be done that may infringe the intellectual property rights of the Company. The purchaser shall immediately notify the Company if the purchaser becomes aware of any actual or potential infringement of the intellectual property rights of the Company or any claim or potential claim that the use of the intellectual property rights of the Company infringes or may infringe the proprietary rights of any third party.
4. Resale. The buyer shall only sell the goods under the trademark of the company and shall not alter, in any manner, the labels or packaging of the products.
5. Ownership of any products remains with the Company until the full price of those products has been paid in full.

### PPSR:

The Customer grants the Company a security interest in the products and customer goods as security for all amounts owing by the Customer to the Company and performance of the Customer's obligations under these Terms

- i) Buyer must do all such things and execute or arrange for execution of all such documents as Seller may require to ensure that Buyer has a perfected first ranking security interest(s) in the Goods under the Personal Property Securities Act 1999 ("PPSA").
- ii) Buyer waives its right to receive a copy of any verification statement(s) under the PPSA and agrees that as between Seller and Buyer, Buyer will have no rights under (or by reference to) sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA.
- iii) Immediately upon request by Seller, Buyer must (at Buyer's cost) procure from any person considered by Seller to be relevant to its security position such agreements and waivers as Seller may at any time require to the intent that Seller will have a first-ranking security interest in the Goods under the PPSA until all sums owing by the Buyer to Seller have been paid.

These terms and conditions and relationships between the parties will be governed by the laws of New Zealand and the parties agree to the exclusive jurisdiction of the New Zealand courts.

Signed by Customer \_\_\_\_\_ Print Name \_\_\_\_\_

Representing (Company Name) \_\_\_\_\_ Date \_\_\_\_\_