

## ACCOUNT APPLICATION FORM

*General*

Business Name: ..... (the "Customer")

Postal Address: .....

Delivery Address: .....

Contact Person(s)

    Name(s): .....

    Email: .....

    Phone: ..... Fax: .....

*Administration*

	Name	Phone
Bank:	.....	.....
Accountant:	.....	.....
Solicitor:	.....	.....

*Credit References*

Business Name	Contact Name	Phone
1) .....	.....	.....
2) .....	.....	.....
3) .....	.....	.....

I/we apply to open a credit account with AEON GIFTWARE LTD ("AEON") and agree to the terms of supply set out below.  
 I/we further authorise AEON to make such enquiries as it deems necessary to establish my/our creditworthiness  
 SIGNED by or on behalf of the Customer

Name: ..... Title: .....

Signature: ..... Date: .....

### TERMS AND CONDITIONS OF SUPPLY AND SALE

AEON GIFTWARE LIMITED ("AEON") is a duly incorporated Company with its registered office in Rotorua. AEON is a manufacturer and wholesaler of souvenir and other goods ("the goods"). These Terms and conditions of Supply shall apply to all goods supplied to the Customer by AEON subject to any other special terms expressed by AEON in writing pertaining to a particular contract of supply.

#### PAYMENT

The Customer shall pay the total sum due under such account on or before the 20th day of the following month.

Without prejudice to any other rights of action, if the Customer fails to pay in full on due date AEON reserves the right to charge the Customer interest at 2 % per month calculated on a daily basis from the due date to the date of payment.

If the Customer fails to pay in full on due date no further goods will be delivered to the Customer.

All payments shall be made to AEON c/- PO Box 5170, Rotorua.

## SUPPLY OF GOODS ON CONSIGNMENT

AEON may at its absolute discretion provide the Customer a selection of goods from its catalogue range for reselling from the Customer's premises ("the base stock"). Where goods are supplied on consignment the following obligations shall apply:

### AEON's obligations:

- a) Liaise with the Customer as to the appropriate goods and quantities to hold as base stock.
- b) Provide a current catalogue and pricelist of the goods.
- c) To provide at its absolute discretion a display stand, samples and other merchandising aids.
- d) To conduct regular stock takes to determine the quantity of product sold damaged or otherwise not on the Customer's premises.
- e) AEON will invoice the Customer for any goods sold damaged or otherwise not on the Customer's premises.
- f) To replenish stock to the base stock level at its discretion.

### Customer's obligations:

- a) To ensure that AEON retains ownership and title to the goods (sold or unsold) until AEON is paid in full, title to display stands, samples, merchandising aids.
- b) To insure AEON's property for theft burglary and all other contingencies at all times
- c) To allow AEON and its agents unfettered access during normal business hours to the Customer's premises for the purposes of stocktaking, replenishing stock and/or merchandising.
- d) To ensure that any merchandising aids and display stands are used for the sole purpose for the display and sale of AEON's goods.
- e) To take all reasonable steps to sell, clean, maintain and prevent damage to the goods display stands and merchandising aids belonging to AEON.

## RETURNS POLICY

Goods are returned to AEON for credit or replacement by Customers for a number of reasons. When returning goods to AEON the Customer must complete an AEON "Returns Form" (available on request or downloadable from AEON's website). This policy sets out how AEON will handle claims for returns:

### Incorrect Orders

- a) Customers have 10 working days from the date of invoice to return any goods that were incorrectly ordered. The Customer will receive a full credit if the goods are returned to AEON undamaged. Additionally, if AEON has made an error it will credit the Customer's account with \$6.00 excl GST to cover the cost of freight for returning the goods. If the Customer has made an error, the cost of returning the goods to AEON is the Customer's responsibility.
- b) Goods returned later than 10 working days from invoice date may not be credited or replaced and may be returned to the Customer.

### Defective Goods

- a) Customers may return defective goods, except where the defect has been caused other than by AEON, for a full credit or replacement at any time. AEON will credit the Customer's account with \$6.00 excl GST to cover the cost of freight for returning the defective goods.

### Goods Damaged in Transit

- a) Customers have 10 working days from the date of invoice to return any goods damaged in transit between AEON and the Customer for a full credit or replacement. AEON will also credit the Customer's account with \$6.00 excl GST to cover the cost of freight for returning the damaged goods.

### Goods Damaged in the Customer's Possession

- a) AEON will repair goods that are damaged whilst in the Customer's possession. The cost of repairs and freight charges for returning the repaired goods will be charged to the Customer. If, in AEON's opinion, the cost of repairs exceeds the normal wholesale price, a replacement will be sent to the Customer and the Customer will be invoiced at the normal wholesale price. If requested, AEON will return the damaged goods to the Customer.
- b) Under no circumstances will AEON accept goods damaged in the Customer's possession for credit.

### Goods not Selling

- a) "Non-selling" goods will not be accepted for credit unless a prior arrangement in writing has been entered into between the Customer and AEON whereby they agree that the goods are being trialed for a set length of time.
- b) Where a trial arrangement has been entered into and the Customer wishes to return or swap the goods, AEON will only credit or swap item(s) if they are returned in the same condition as they were in when dispatched by AEON.

### No longer wishes to stock AEON's Goods

- a) Under no circumstances will AEON accept goods returned for credit where the Customer simply no longer wishes to stock AEON's products.

### Goods returned direct to Aeon Salesperson(s)

- a) From time to time AEON's salesperson(s) may choose to accept damaged or defective goods from Customers for return to AEON. These must be received by AEON within the time-frames noted above.

Nothing in this Returns Policy is intended to have the effect of AEON contracting out of its obligations under the Consumer Guarantees Act 1993 except to the extent permitted by that Act.

This Returns Policy shall only apply to Customers who acquire or hold themselves out as acquiring the goods for the purpose of a business and the Consumer Guarantees Act 1993 shall not apply to such Customers.

Where the Customer supplies the goods to other persons in the course of trading, he/she must not give or make any undertaking, assertion or representation in relation to the goods without AEON's prior approval in writing.

## RETENTION OF TITLE

Ownership in the goods supplied is reserved to AEON until the Customer has paid the full purchase price for the goods. Until such payment has been made the Customer shall be deemed to be the trustee of the goods supplied. The goods may be sold by the Customer in the ordinary course of the Customer's business prior to payment and the proceeds of sale of those goods shall be the property of AEON and shall be held by the Customer on trust for AEON and the Customer shall account to AEON for such proceeds.

The authority to the Customer to sell goods supplied to the Customer by AEON shall immediately cease if the Customer commits an act of bankruptcy or compounds or arranges with all or any number of creditors or being a company has a receiver appointed or goes into liquidation whether voluntarily or otherwise.

If the Customer fails to pay for goods on the due date or commits an act of bankruptcy or compounds or arranges with all or any number of creditors or being a company has a receiver appointed or goes into liquidation whether voluntarily or otherwise, AEON shall be entitled to recover possession of all goods supplied by it and for that purpose shall be entitled to enter the Customer's premises without prejudice to any other rights AEON may have and to remove and re-take possession of the goods without being liable in any way to the Customer.

All orders are accepted by AEON subject to its ability to supply and to prices applicable at time of delivery. Notwithstanding the date of passing of ownership in such goods, the risk of any loss or damage to such goods shall be borne by the Customer from the date of delivery of the same and the Customer shall insure against such loss or damage, howsoever arising from the date of delivery until the date of payment or until the said goods are removed. Delivery shall be deemed to have taken place when the goods are received onto the Customer's premises unless otherwise agreed in writing.

Any dispute or claim regarding delivery of goods ordered or the price of such goods must be made in writing within 14 days of receipt of the goods. Failure to do so will invalidate any claim.

The Customer shall be liable for all costs of collection and repossession including legal fees incurred by AEON in recovering goods and any amounts payable pursuant to these terms and conditions.

## WARRANTIES/REPRESENTATIONS

Except as specifically incorporated in these conditions or except as provided by law and unable by law to be varied or modified, all warranties and conditions implied by statute, law or otherwise are hereby expressly excluded and no representation or express condition or warranty shall be binding on AEON unless it is in writing and signed for and on behalf of AEON. The provisions of the Consumer Guarantees Act 1993 shall not apply to the supply of goods and/or services by AEON to the Customer who is acquiring the goods for the purpose of business.

## PERSONAL PROPERTY SECURITY ACT 1999 ("PPSA")

To the extent permitted by law, the Customer and AEON contract out of Sections 114(1)(a), 133 and the Customer's rights referred to in Sections 107(2)(c), (d), (e), (h) and (i) of the PPSA.

The Customer and AEON agree that Section 109(1) of the PPSA is contracted out of in respect of particular goods if and only for so long as AEON is not the secured party with priority over all other secured parties in respect of those goods.

The Buyer waives its right to receive a copy of any verification statement in respect of any financing statement or a financing change statement relating to any security interest granted to AEON by the Customer.