

Geaney Distributors Limited
trading as
GDL BRANDS

PO Box 277, Kumeu 0841. 7 Shamrock Drive, Kumeu, Auckland.
Phone: (09) 412 7146. Fax: (09) 412 5870.
Email: accounts@gdlbrands.co.nz

ACCOUNT APPLICATION FOR 14 DAYS CREDIT

ENTITY DETAILS:

APPLICANT'S FULL LEGAL NAME (i.e. not trading name): ("the Customer")

(Please tick) Sole Trader Individual Partnership Ltd Company Other (please state):

Trading as: Nature of Business:

Postal Address: Post Code:

Delivery Address:

Email: Business Purchase Date:

I wish to receive periodic newsletters and information from GDLbrands via email

Telephone: Fax: Date of Birth:

Contact Name & Position:

OWNERSHIP please insert Owner(s) / Directors Name(s) in full

1: Address:

2: Address:

IF LIMITED LIABILITY COMPANY - Address of Registered Office:

Date of Incorporation: Incorporation No:

FINANCIAL & PROFESSIONAL ADVISORS

Shareholders Funds: Paid Up:

Accountant: Solicitor:

Bank: Branch:

Acct No:

General Description of Goods/Products/Services to be Provided:

Confectionery and/or, snacks and/or display stands

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to Geaney Distributors Limited trading as GDL Brands that the above information, to the best of my/our knowledge and belief is true and correct and that I/we am/are duly authorised to enter into this application on behalf of the Customer. I/we also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am/are also signing this application form in my/our personal capacity.

If the applicant is a company then this application form must be signed by a director of the company.

Signed Clearly Print Name

Designation Mob Ph: Home Ph:

Home Address: Dated this day of 20

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "GDL Brands" shall mean Geaney Distributors Limited trading as GDL Brands, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from GDL Brands.
- 1.3 "Products" shall mean:
 - 1.3.1 all Products of the general description specified on the front of this agreement and supplied by GDL Brands to the Customer; and
 - 1.3.2 all Products supplied by GDL Brands to the Customer; and
 - 1.3.3 all inventory of the Customer that is supplied by GDL Brands; and
 - 1.3.4 all Products supplied by GDL Brands and further identified in any invoice issued by GDL Brands to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.5 all Products that are marked as having been supplied by GDL Brands or that are stored by the Customer in a manner that enables them to be identified as having been supplied by GDL Brands; and
 - 1.3.6 all of the Customer's present and after-acquired Products that GDL Brands has performed work on or to or in which goods or materials supplied or financed by GDL Brands have been attached or incorporated.
 - 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 "Products" shall also mean all products, goods, services and advice provided by GDL Brands to the Customer and shall include without limitation the supply of all confectionery and snack products and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Products by GDL Brands to the Customer.
- 1.5 "Price" shall mean the cost of the Products as agreed between GDL Brands and the Customer and includes all disbursements eg charges GDL Brands pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by GDL Brands from the Customer for the supply of Products shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises GDL Brands to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products provided by GDL Brands to any other party.
- 3.2 The Customer authorises GDL Brands to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Products shall be deemed to be sold at the current amount as such Products are sold by GDL Brands at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of GDL Brands between the date of the contract and delivery of the Products.

5. PAYMENT

- 5.1 Payment for Products shall be made in full on or before the 14th day following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by GDL Brands in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 6.1 Title in any Products supplied by GDL Brands passes to the Customer only when the Customer has made payment in full for all Products provided by GDL Brands and of all other sums due to GDL Brands by the Customer on any account whatsoever. Until all sums due to GDL Brands by the Customer have been paid in full, GDL Brands has a security interest in all Products.
- 6.2 If the Products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products shall remain with GDL Brands until the Customer has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall be assigned to GDL Brands as security for the full satisfaction by the Customer of the full amount owing between GDL Brands and Customer.
- 6.3 The Customer gives irrevocable authority to GDL Brands to enter any premises occupied by the Customer or on which Products are situated at any reasonable time after default by the Customer or before default if GDL Brands believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. GDL Brands shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as

a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. GDL Brands may either resell any repossessed Products and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and credit the Customer's account with the invoice value thereof less such sum as GDL Brands reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

- 6.4 Where Products are retained by GDL Brands pursuant to clause 6.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.
- 6.5 The following shall constitute defaults by the Customer:
 - 6.5.1 Non payment of any sum by the due date.
 - 6.5.2 The Customer intimates that it will not pay any sum by the due date.
 - 6.5.3 Any Products are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products.
 - 6.5.4 Any Products in the possession of the Customer or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.
 - 6.5.5 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
 - 6.5.6 Any material adverse change in the financial position of the Customer.
- 6.6 If the Credit Repossession Act applies to any transaction between the Customer and GDL Brands, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

7. DISPUTES

- 7.1 No claim relating to Products will be considered unless made within fourteen (14) days of supply.

8. LIABILITY

- 8.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon GDL Brands which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on GDL Brands, GDL Brands' liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 8.2 Except as otherwise provided by clause 8.1 GDL Brands shall not be liable for:
 - 8.2.1 Any loss or damage of any kind, arising from the supply of Products by GDL Brands to the Customer, whatsoever including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products provided by GDL Brands to the Customer; and
 - 8.2.2 The Customer shall indemnify GDL Brands against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of GDL Brands or otherwise, brought by any person in connection with any matter, act, omission, or error by GDL Brands its agents or employees in connection with the Products.
- 8.3 If, contrary to the disclaimer of liability contained in these terms and conditions of trade, GDL Brands is deemed to be liable to the Customer, following and arising from the supply of Services by it to the Customer, then it is agreed between GDL Brands and the Customer that such liability is limited in its aggregate to \$500.00.

9. CONSUMER GUARANTEES ACT

- 9.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products from GDL Brands for the purposes of a business in terms of section 2 and 43 of that Act.

10. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 10.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for GDL Brands agreeing to supply Products and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to GDL Brands the payment of any and all monies now or hereafter owed by the Customer to GDL Brands and indemnify GDL Brands against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

11. MISCELLANEOUS

- 11.1 GDL Brands shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 11.2 Failure by GDL Brands to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations GDL Brands has under this contract.
- 11.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.