

CERACELL BEEKEEPING SUPPLIES (NZ) LIMITED

PO Box 204184, Highbrook , Manukau 2161 Auckland. 24D Andromeda Cr, East Tamaki, Auckland.

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The purpose of this Trade Account application is to lay the foundation for the sale and purchase of goods and services from Ceracell Beekeeping Supplies (NZ) Limited (Ceracell) to the Applicant/Customer (Client), and to set out the basis for Ceracell to provide credit facilities for the Client's purchases, and to ensure that Ceracell receive payment for the goods and services provided, or that Ceracell can get the goods back, and recoup collection costs and account maintenance costs, should the Client for some reason be unable or unwilling to finally pay for the goods and services.

The provision of credit facilities causes the application to have items foisted upon it by recent New Zealand government legislation, particularly the Anti-Money Laundering Counter Financing Terrorism Act (AML-CFTA) and the Personal Properties Security Act (PPSA) among others. The information requested is simply to comply with the Acts that have effect over the process and to allow Ceracell to make a considered decision about whether to provide credit facilities. We thank you for your understanding and consideration as we go through this process together.

TRADE ACCOUNT APPLICATION FORM

Minimum annual spend of \$10K required to apply

ENTITY DETAILS:

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

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

Trading as:Postal Address:

.....

Physical Address:

.....Email:.....

Nature of Business:Years in Business:.....

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:

TRADE REFERENCES

TRADE REFERENCES			
Company	Contact Name	Phone Number	Account open since

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 Ceracell Beekeeping Supplies (NZ) Limited that the above information is to the best of my/our knowledge and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Client.

SignedPrint NameDesignation

Dated this day of 20.....

In order to comply with the AML-CFTA, we require the Applicant or the Applicant's authorized representative to attach to this application a photocopy of their driver's licence (or other

government issued photo ID) to confirm that they are who they say they are.

Ceracell Beekeeping Supplies (NZ) Ltd are not required to give reasons for declining this application.

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TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Ceracell" shall mean Ceracell Beekeeping Supplies (NZ) Limited, or any agents or employees thereof.
- 1.2 "Client" shall mean the Client, any person acting on behalf of and with the authority of the Client, or any person purchasing products and services from Ceracell.
- 1.3 "Products" shall mean:
 - 1.3.1 all Products of the general description specified on the front of this agreement and supplied by Ceracell to the Client; and
 - all Products supplied by Ceracell to the Client; and
 - all inventory of the Client that is supplied by Ceracell; and
 - 1.3.2 all Products supplied by Ceracell and further identified in any invoice issued by Ceracell to the Client, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.3 all Products that are marked as having been supplied by Ceracell or that are stored by the Client in a manner that enables them to be identified as having been supplied by Ceracell; and
 - 1.3.4 all of the Client's present and after-acquired Products that Ceracell has performed work on or to or in which goods or materials supplied or financed by Ceracell have been attached or incorporated.
 - 1.3.5 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 Ceracell to the Client and shall include without limitation the manufacture and supply of beeswax honeycomb foundation and all beekeeping equipment and associated products and services and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products by Ceracell to the Client.
- 1.5 "Price" shall mean the cost of the Products as agreed between Ceracell and the Client and includes all disbursements eg charges Ceracell pay to others on the Client's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by Ceracell from the Client 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 Client authorises Ceracell to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract, or marketing any Products provided to any other party.
- 3.2 The Client authorises Ceracell to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Client 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 If no price is stated in writing or agreed to orally the Products shall be deemed to be sold at the current price as such Products are sold by Ceracell 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 Ceracell 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 20th day of the month following the date of the invoice ("the due date"), unless for cash sales and non account holders payment shall be made in full prior to dispatch or as agreed by Ceracell.
- 5.2 An account maintenance fee may be charged on any amount owing after the due date at the rate of 2.5% plus GST per month or part month on any overdue amounts.
- 5.3 Any expenses, disbursements and legal costs incurred by Ceracell in the enforcement of any rights contained in this contract shall be paid by the Client, 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.
- 5.5 Any payments made using a credit card will incur a fee of 3.5% of the amount being paid.

6. QUOTATION

- 6.1 Where a quotation is given by Ceracell for Products:
 - 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
 - 6.1.3 Ceracell reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Products are required in addition to the quotation the Client agrees to pay for the additional cost of such Products.

7. RISK

- 7.1 The Products remain at Ceracell's risk until delivery to the Client.
- 7.2 Delivery of Products shall be deemed complete when Ceracell gives possession of the Products directly to the Client or possession of the Products is given to a carrier, courier, or other bailee for purposes of transmission to the Client.
- 7.3 The time agreed for delivery shall not be an essential term of this.

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

- 8.1 Title in any Products supplied passes to the Client only when the Client has made payment in full for all Products provided by Ceracell and of all other sums due by the Client on any account whatsoever. Until all sums due to Ceracell by the Client have been paid in full, Ceracell has a security interest in all Products.
- 8.2 If the Products are attached, fixed, or incorporated into any property of the Client, by way of any manufacturing or assembly process by the Client or any third party, title in the Products shall remain with Ceracell until the Client has made payment for all Products, and where they are mixed with other property so as to be part of any new

Products, title to these new Products shall deem to be assigned to Ceracell as security for the full satisfaction by the Client of the full amount owing between Ceracell and the Client. The Client will provide Ceracell on request with all information necessary for the registration of Ceracell's security interest in terms of the PPSA. The Client hereby waives its right in terms of s.148 of the PPSA to receive a copy of the verification statement.

The Client gives irrevocable authority to Ceracell to enter any premises occupied by the Client or on which Products are situated at any reasonable time after default by the Client or before default if Ceracell 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. Ceracell may either resell any repossessed Products and credit the Client'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 Client's account with the invoice value thereof less such sum as Ceracell reasonably determines on account of wear and tear, depreciation, obsolescence, loss of profit, and costs.

Where Products are retained by Ceracell pursuant to clause 8.3 the Client waives the right to receive notice under s.120 of the PPSA and to object under s.121 of the PPSA.

The following shall constitute defaults by the Client:

- 8.5.1 Non-payment of any sum by the due date.
- 8.5.2 The Client intimates that it will not pay any sum by the due date.
- 8.5.3 Any Products are seized by any other creditor of the Client or any other creditor intimates that it intends to seize Products.
- 8.5.4 Any Products in the possession of the Client are materially damaged while any sum due from the Client to Ceracell remains unpaid.
- 8.5.5 The Client is bankrupted or put into liquidation or a receiver is appointed to any of the Client's assets or a landlord distains against any of the Client's assets.
- 8.5.6 A Court judgment is entered against the Client and remains unsatisfied for seven (7) days.
- 8.5.7 Any material adverse change in the financial position of the Client.

If the Credit (Repossession) Act applies to any transaction between the Client and Ceracell, the Client has the rights provided in that Act despite anything contained in these terms and conditions of trade.

9. PAYMENT ALLOCATION

Ceracell may in its discretion allocate any payment received from the Client towards any invoice that Ceracell determines and may do so at the time of receipt or at any time afterwards and on default by the Client may reallocate any payments previously received and allocated. In the absence of any payment allocation by Ceracell, payment shall be deemed to be allocated in such manner as preserves the maximum value of Ceracell's purchase money security interest in products.

10. DISPUTES

- 1 Ceracell is to be notified immediately regarding any claim or dispute about Products supplied.
- 2 No Products will be accepted for return without prior approval of Ceracell. Only unused, undamaged and Products in original condition and packaging will be considered for return.
- 3 No returns or refunds will be considered after 30 days from the date of invoice.

11. LIABILITY

- 1 The Consumer Guarantees Act, the Fair Trading Act and other statutes may imply warranties or conditions or impose obligations upon Ceracell 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 Ceracell, Ceracell's 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.
- 2 Except as otherwise provided by clause 11.1 Ceracell shall not be liable for:
 - 11.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Client 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 Ceracell to the Client; and
 - 11.2.2 The Client shall indemnify Ceracell 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 Ceracell or otherwise, brought by any person in connection with any matter, act, omission, or error by Ceracell its agents or employees in connection with the Products.

12. CONSUMER GUARANTEES ACT

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

13. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 1 If the Client is a company or trust, in consideration for Ceracell agreeing to supply Products and grant credit to the Client at their request, the director(s) or trustee(s) will also complete and sign the attached personal guarantee. Any personal liability of a signatory to the guarantee shall not exclude the Client in any way whatsoever from the liabilities and obligations contained in this contract. The signatories of the guarantee and the Client shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

14. MISCELLANEOUS

- 1 Ceracell shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 2 Failure by Ceracell 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 Ceracell has under this contract.
- 3 If any provision of this contract shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected.

PERSONAL GUARANTEE

I/We in consideration of.....Ceracell Beekeeping Supplies (NZ) Limited.....(the Supplier)

Agreeing to supply (Name/Address).....(the Client)

With goods and services on credit, I/We jointly and severally agree with the Supplier as follows:

- a) I/We guarantee the due performance by the Client of the terms and conditions herein and I/We guarantee to the Supplier the payment of any monies advanced by way of credit to the Client and in the event that the Client defaults in payment of monies, I/We acknowledge that I/We shall become the principal debtor(s).
- b) This deed shall be a continuing guarantee to the Supplier for all debts contracted by the Client with the Supplier in respect of goods and services supplied to it.
- c) The Supplier can without notice to Me/Us at any time and without in any way discharging Me/Us from any liability to grant time or other indulgence to the Client and to accept payment from it in cash or by other means of negotiable instruments and to treat Me/Us in all respects as though I/We were jointly and severally liable with it to the Supplier instead of being merely surety for it.
- d) I/We have read the Ceracell Beekeeping Supplies (NZ) Limited terms of trade (May 2016) and agree to those terms and conditions.

Dated thisday of20

Signed (signature) Witness (signature)

Name (printed) Name (printed)

Position in Company Occupation of Witness

Address Address of Witness

.....

Email

Signed (signature) Witness (signature)

Name (printed) Name (printed)

Position in Company Occupation of Witness

Address Address of Witness

.....

Email

The person(s) specified in the Personal Guarantee authorise the Supplier or any third party to supply and disclose any personal information as to the Guarantors' credit worthiness.