

PHOTO DIRECT LTD

CN 161 6620: GST 9039 9071

CREDIT APPLICATION FORM

I/We, the undersigned, hereby apply for a credit account with Photo Direct Ltd and submit the following details in support of my/our application. Please select your preferred terms:

- 7 Day Account (standard price list)
- 30 Day Account (5% premium on 7 day account)

1. Business Name (IN FULL): _____
Company No. _____ GST No. _____
Address (Street): _____
Telephone No: _____ Fax: _____
Email: _____
Nature of Business: _____
Date established: _____

2. Company/Partnership/Sole Trade/Head Office/Branch/Subsidiary
(Please delete as required and give below any relevant details)

Company Secretary: _____
Partners Name: _____
Directors Name(s): _____
Owners Name: _____
Head Office: _____
Parent Company: _____
Bankers & Branch: _____
Amount of credit required: _____

3. Sales Contact: _____ Phone _____ e-mail _____

4. Accounts Contact: _____ Phone _____ e-mail _____

5. Accounts to be rendered to (Postal Address): _____

6. BUSINESS REFERENCES:

(a) _____ Telephone No: _____
(b) _____ Telephone No: _____
(c) _____ Telephone No: _____

7. We hereby accept your payment terms of 7/30 days nett (cross out as applicable) and your other General Terms of Sale and Supply provided as signed and attached

Signature: _____

Name: _____

Title: _____

Date: _____

GENERAL TERMS OF SALE AND SUPPLY

All sales of goods and services by Photo Direct Ltd are made on the terms set out below.

1. GENERAL

- (a) The Contract Terms include all those statutory rights conferred on the purchaser which Photo Direct is not capable of excluding restricting or modifying ("the purchaser's statutory rights").
- (b) Unless other terms are accepted in writing by Photo Direct, the Contract Terms shall apply to the exclusion of all prior discussions representations, understandings and arrangements, and all conditions and warranties (written or oral, express or implied) and other representations (contractual or otherwise):
 - (i) whether or not arising under statute, by implication of law or by custom or usage, and
 - (ii) whether or not endorsed or delivered with or referred to in any order or other document delivered by the purchaser to Photo Direct, with respect to the supply of goods or services.

2. PRICES

- (a) Prices are exclusive of GST.
- (b) Prices include delivery from Photo Direct's warehouse to a purchaser's premises.
- (c) The prices charged will be those ruling at the date of despatch of the goods or supply of the services. Price lists are not an offer. All prices are subject to change without notice.
- (d) To obtain a valid tax invoice, the purchaser must supply Photo Direct with its GST No.

3. PAYMENT

- (a) Payment is to be made within 7 days of delivery at net invoiced prices. If payment terms are required by and granted to the purchaser, payment is to be made in full 30 days from date of invoice, with a 5% surcharge applying to the invoice value.
- (b) Payments in respect of export orders are to be made against documents by cash or confirmed irrevocable letter of credit.
- (c) All payments are to be made on or before the due date as a condition precedent to future deliveries or supplied under this or any other contract.
- (d) In the event of default by the purchaser in accordance with Clause 3(a) all debt recovery costs, including legal costs on a solicitor/own client basis and disbursements, and any Mercantile agent costs charged to Photo Direct will be part of the indebtedness of the purchaser to Photo Direct.

4. DELIVERY OR SUPPLY

Photo Direct will endeavour to deliver the goods, supply the services or otherwise complete the contract within the time agreed (if any) or within a reasonable time (in the absence of agreement), but shall not be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any delay in delivery, supply or completion or failure to deliver, supply or complete. If delay or failure is caused by force majeure or labour dispute Photo Direct may suspend delivery, supply or completion and/or terminate the contract. "Force majeure" means an act of God, war, lightning, fire, earthquake, storm, flood, explosion, unavailability or delay in availability of equipment, materials or transport, and any other cause whether of the kind specifically enumerated or otherwise which is not within the control of Photo Direct.

5. SMALL ORDER HANDLING

Photo Direct applies a \$25 handling charge for orders below \$500 in value. This does not apply to partial shipments or back orders where the whole order value is over \$500.

6. PROPERTY & RISK

- (a) Property in the goods supplied will not pass to the purchaser until such time as payment for all goods (and other amounts owing by the purchaser to Photo Direct) have been paid in full, and until then the purchaser will be a bailee of all such goods.
- (b) Risk in the goods (including any loss, damage or deterioration and whether to be delivered ex warehouse, to the purchaser's premises or in any other manner) pass to the purchaser immediately they leave Photo Direct's warehouse.

7. EXPORT

All export sales shall be subject to the additional terms set out on the face thereof or otherwise stated by Photo Direct in writing. Terms used shall have the meaning assigned to them by the relevant provisions of incoterms current at the date of the sale, to the extent they are not inconsistent with the Contract Terms.

8. CLAIMS

The purchaser shall advise Photo Direct in writing of any claims –

- (a) For loss or damage – within 7 days of receipt in the case of New Zealand orders and 14 days of receipt in the case of export orders, and
- (b) For non-delivery – within 14 days of agreed or reasonable delivery time in the case of New Zealand orders and 21 days of agreed or reasonable delivery time in the case of export orders.
- (c) For pricing difference within 7 days of invoice.

9. WARRANTY & LIABILITY

Goods distributed by Photo Direct are warranted by the manufacturer. Photo Direct are not responsible for damages or loss or consequential losses. Photo Direct makes no warranties, expressed or implied on any manufacturers' goods.

- (a) If any warranties are given by Photo Direct with respect to goods or services they are set out on, or on the packaging of, or enclosures with, the particular goods to which they relate.
- (b) Those warranties are in addition to the purchaser's statutory rights, but it is a term of the contract that to the full extent permitted by law the liability of Photo Direct for breach of the purchaser's statutory rights is limited solely to any one or more of the following as determined by Photo Direct namely:
 - (i) (in the case of goods) the replacement or repair of the goods, supply of equivalent goods or the payment of the cost of replacing or repairing the goods or supplying equivalent goods, and
 - (ii) (in the case of services) supplying the services again or the payment of the cost of supplying the services again.
- (c) Except for 9(b), Photo Direct will in no circumstances be liable for any loss or damage of any kind whatsoever caused directly or indirectly by any defect in material or workmanship or any defect in or unsuitability of the goods or services supplied or by any negligence of Photo Direct or of any servant, contractor or agent of Photo Direct.
- (d) Photo Direct does not make any promise other than that contained in its warranties that any parts or repair facilities in respect of the goods will be available or available at any time or at any specified location.

10. RETURNS

- (a) No claim of any nature (other than relating to warranty) will be recognised unless made within 7 days of delivery.
- (b) Goods can only be returned if prior approval has been sought and received from Photo Direct.

11. SERVICES

The purchaser warrants that processing and printing services supplied by Photo Direct will not:

- (a) infringe the copyright, design, trade marks or other rights whatsoever of any third party,
- (b) contravene any law for the time being in force.

12. WAIVER

Failure by Photo Direct to enforce any of the Contract Terms shall not be construed as a waiver of any of Photo Direct's rights hereunder or a waiver of continuing breach.

13. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws in force in New Zealand and the purchaser submits to the jurisdiction of the courts of that country.

I _____ accept these terms and conditions on behalf of _____
_____/_____/_____