

Account Application Form

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: Postal Address:

Physical Address:

Nature of Business: Years in Business:

Telephone: Email:

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: NZBN:

FINANCIAL & PROFESSIONAL ADVISORS

Shareholders' Funds: Paid Up:

Name of Accountant: Solicitor:

Bank: Branch: Acct No:

TRADE REFERENCES			
Company	Contact Name	Phone Number	Account open since

General Description of Goods and Services to be provided:

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 Outdoor Action & Adventure Limited that the above information is to the best of my/our knowledge, information 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 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.

Signed by ALL Directors(s)

Name (print)..... Name (print)..... Name (print).....

Signature..... Signature..... Signature.....

Date..... Date..... Date.....

In the presence of:

Witness Name..... Occupation..... City.....

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

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Outdoor Action" shall mean Outdoor Action & Adventure Limited trading as Outdoor Action, 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 Outdoor Action
- 1.3 "Goods" shall mean:
 - 1.3.1 all Goods of the general description specified on the front of this agreement and supplied by Outdoor Action to the Customer; and
 - 1.3.2 all Goods supplied by Outdoor Action to the Customer; and
 - 1.3.3 all inventory of the Customer that is supplied by Outdoor Action; and
 - 1.3.4 all Goods supplied by Outdoor Action and further identified in any invoice issued by Outdoor Action to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.5 all Goods that are marked as having been supplied by Outdoor Action or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Outdoor Action; and
 - 1.3.6 all of the Customer's present and after-acquired Goods that Outdoor Action has performed work on or to or in which goods or materials supplied or financed by Outdoor Action 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 "Goods and Services" shall mean all goods, products, services and advice provided by Outdoor Action to the Customer and shall include without limitation the importing and supply of sporting goods, the supply of teaching and training resources and teaching services and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Goods and Services by Outdoor Action to the Customer.
- 1.5 "Price" shall mean the cost of the Goods and Services as agreed between Outdoor Action and the Customer and includes all disbursements eg charges Outdoor Action pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by Outdoor Action from the Customer for the supply of Goods and Services 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 Outdoor Action 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 Goods and Services provided by Outdoor Action to any other party.
- 3.2 The Customer authorises Outdoor Action 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 Goods and Services shall be deemed to be sold at the current amount as such Goods and Services are sold by Outdoor Action 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 Goods and Services that is beyond the control of Outdoor Action between the date of the contract and delivery of the Goods and Services.

5. PAYMENT

- 5.1 Payment for Goods and Services shall be made in full on or before the 20th day of the month 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 Outdoor Action 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 Goods and Services supplied by Outdoor Action passes to the Customer only when the Customer has made payment in full for all Goods and Services provided by Outdoor Action and of all other sums due to Outdoor Action by the Customer on any account whatsoever. Until all sums due to Outdoor Action by the Customer have been paid in full, Outdoor Action has a security interest in all Goods and Services supplied.
- 6.2 If the Goods and Services 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 Goods and Services shall remain with Outdoor Action until the Customer has made payment for all Goods and Services, and where those Goods and Services are mixed with other property so as to be part of or a constituent of any new Goods and Services, title to these new Goods and Services shall be assigned to Outdoor Action as security for the full satisfaction by the Customer of the full amount owing between Outdoor Action and Customer.
- 6.3 The Customer gives irrevocable authority to Outdoor Action to enter any premises occupied by the Customer or on which Goods and Services are situated at any reasonable time after default by the Customer or before default if Outdoor Action believes a default is likely and to remove and repossess any Goods and Services and any other property to which Goods and Services are attached or in which Goods and Services are incorporated. Outdoor Action 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. Outdoor Action may either resell any repossessed Goods and Services 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 Goods

and Services and credit the Customer's account with the invoice value thereof less such sum as Outdoor Action reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

- 6.4 Where Goods and Services are retained by Outdoor Action 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 Goods and Services are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods and Services.
- 6.5.4 Any Goods and Services in the possession of the Customer are materially damaged while any sum due from the Customer to Outdoor Action remains unpaid.
- 6.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.
- 6.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 6.5.7 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 Outdoor Action, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

7. RETURN OF GOODS

- 7.1 The Customer shall be deemed to have accepted the Goods provided unless the Customer notifies Outdoor Action otherwise within seven (7) days of supply.
- 7.2 No Goods will be accepted for return without prior approval of Outdoor Action.
- 7.3 Upon approval of return a 10% restocking fee will be deducted from the original invoiced value (before GST) of new, unused Goods being returned for credit. A copy of the original invoice or packing slip must accompany returned Goods. Failure to provide the original invoice or packing slip will involve a 15% administration charge.
- 7.4 All Goods returned must be shipped freight-prepaid. Returned Goods received freight collect will have charges billed to sender.
- 7.5 All Goods returned must be in original packaging.

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 Outdoor Action 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 Outdoor Action, Outdoor Action'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.
- 8.2 Except as otherwise provided by clause 8.1 Outdoor Action shall not be liable for:
 - 8.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Goods and Services by Outdoor Action to the Customer, 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 Goods and Services provided by Outdoor Action to the Customer; and
 - 8.2.2 The Customer shall indemnify Outdoor Action 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 Outdoor Action or otherwise, brought by any person in connection with any matter, act, omission, or error by Outdoor Action its agents or employees in connection with the Goods and Services.
 - 8.2.3 If contrary to the disclaimer of liability contained in these terms and conditions of trade Outdoor Action is deemed liable to the Customer, following and arising from the supply of Goods and Services by Outdoor Action to the Customer, then such liability is limited in its aggregate to \$500.

9. WARRANTY

- 9.1 Manufacturer's warranty applies where applicable.
- 9.2 Any additional written warranty that Outdoor Action provide to the Customer will also form part of these terms and conditions of trade.

10. CONSUMER GUARANTEES ACT

- 10.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Goods and Services from Outdoor Action for the purposes of a business in terms of section 2 and 43 of that Act.

11. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 11.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Outdoor Action agreeing to supply Goods and Services 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 Outdoor Action the payment of any and all monies now or hereafter owed by the Customer to Outdoor Action and indemnify Outdoor Action 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.

12. MISCELLANEOUS

- 12.1 Outdoor Action shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 12.2 Failure by Outdoor Action 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 Outdoor Action has under this contract.
- 12.3 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.