

FRESH LINE MARKETING LIMITED

📍 151 Pilkington Road,
Point England
Auckland 1072

☎ 09 302 2157

✉ info@newgumsarn.co.nz

🌐 www.newgumsarn.co.nz

TRADE APPLICATION FORM

OWNER'S OR PARTNERSHIPS FULL NAME(S) 所有者/合作夥伴姓名	TYPE OF BUSINESS 公司類型
BUSINESS TRADING NAME 商鋪名稱	GST NUMBER 稅號
NAME OF OFFICIAL BUSINESS (LIMITED LIABILITY COMPANY) 公司註冊名稱	NZ BUSINESS NUMBER 公司註冊號碼
PHYSICAL/DELIVERY ADDRESS 公司地址	
POSTAL ADDRESS 郵寄地址	
EMAIL 郵箱	WEBSITE 公司網址
CONTACT PERSON(S) 聯繫人	PHONE NUMBER / MOBILE NUMBER 電話/手機號碼

PRIVACY ACT

The applicant authorises Fresh Line Marketing Limited to collect any such information as it may require for its credit enquiries from any third party as it considers appropriate. Accordingly, the applicant authorises any person or company to provide Fresh Line Marketing Limited with such information as it may require in response to its credit enquiries.

The applicant also authorises Fresh Line Marketing Limited to furnish to any third party details of this trade account application and any subsequent dealings that the applicant may have with it as a result of this credit application being actioned by Fresh Line Marketing Limited.

I have read and accept the Terms of Trade described on the back of this application form. In addition, I accept the conditions relating to the Privacy Act as described above.

The information is being collected to process your trade account application and monitor your purchasing status. Fresh Line Marketing Limited will hold the information at the above address. If you do not provide the information your trade account application cannot be processed. You have a right to access and correct any personal information held by us.

Signed on behalf of

Signed on Behalf of Fresh Line
Marketing Limited t/a New Gum Sarn

Terms of Trade:

Fresh Line Marketing Limited (the "Company") supplies all goods which for the purposes of the Personal Property Securities Act 1999 (the "Act") are described as all inventory supplied by the Company (the "Goods") to the Purchaser, despite anything that may be stated to the contrary in the Purchaser's enquiries or on the Purchaser's orders, subject to the following conditions:

1. By placing an order with the Company, the Purchaser unconditionally accepts these terms and conditions of sale.
2. The Company may vary or amend these terms and conditions by notice in writing to the Purchaser at any time and such variation or amendments shall apply to orders made by the Purchaser after the date of such notice.
3. The Company reserves the right to increase prices to recover any increases in the cost of labour, materials and government taxes and charges after the date of the order. Accordingly, prices are subject to alteration without notice and prices are those ruling at the date of order. For the purposes of this clause, forward orders out of normal delivery cycle will not be accepted.
4. Full payment for orders will be required prior to any delivery of goods. No goods will be accepted for return from the Purchaser without the prior written consent of the Company. The Company reserves the right to not accept the return of goods which are within 3 months of their expiry date.
5. The risk in the Goods shall pass from the Company to the Purchaser when the Goods are delivered to the Purchaser's premises, or when the Company first makes an attempt to deliver if the Purchaser fails to accept the Goods, or on the date of a request by the Purchaser to delay delivery.
6. Notwithstanding the passing of risk, property in and ownership of all the Goods shall not pass to the Purchaser until payment in full for them, and all other amounts owing to the Company by the Purchaser have been received by the Company. The Purchaser acknowledges that the Goods are held by it as bailee and as a fiduciary agent of the Company. If requested by the Company, the Purchaser shall store the Goods supplied in such a way that it is clear that they are the property of the Company. Despite Section 109 of the Act and in addition to the rights contained in that section, the Company may retake possession of the Goods at any time without notice. If the Goods have been resold by the Purchaser prior to payment in full, then the proceeds of such resale shall be the property of the Company but for an amount no more than the indebtedness of the Purchaser to the Company.
7. Liability of the Company for any loss or damage whatsoever and howsoever caused (including loss or damage caused by the negligence of the Company or its service, or agents or subcontractors) arising out of, or in connection with, the sale of the Goods shall be limited to either replacement of the Goods, or at the option of the Company, a refund of the purchase price. In particular, and without limiting the generality of this condition, the Company shall in no circumstances be liable for economic or consequential losses.
8. Where these terms and conditions would otherwise be subject to the Consumer Guarantees Act 1993, the Purchaser agrees that it is acquiring the Goods for business purposes and that the Consumer Guarantees Act 1993 does not apply to the supply of the Goods to the Purchaser.
9. No claim in connection with the sale of the Goods will be recognised unless made in writing to 151 Pilkington Road, Point England, Auckland 1072 or emailed to info@newgumsarn.co.nz, within

seven days of receipt of the delivery. The Company will accept a signature “subject to checking” for assorted Goods supplied on a pallet. However, claims for short delivery must be made to the carrier or to us within 24 hours.

10. On the request of the Company, the Purchaser shall promptly execute any documents and do anything else required by the Company to ensure that the security interest created under this agreement constitutes a first ranking perfected security interest over the Goods, including providing any information the Company reasonably requires to complete a financing statement or a financing change statement. The Purchaser will pay to the Company all costs, expenses and other charges incurred, expended or payable by the Company in relation to the filing of a financing statement or financing change statement in connection with this agreement. The Purchaser waives any right to receive a copy of a verification statement under the Act.

11. (a) The Company and the Purchaser agree that nothing in Sections 114(1)(a), 117(1)(c), 133 and 134 of the Act shall apply to these terms and conditions.

(b) The Company and the Purchaser also agree that the rights of the Purchaser as debtor in Sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the Act shall not apply to these terms and conditions.

12. The Purchaser grants to the Company a security interest in all present and after acquired Goods and their proceeds, supplied to the Purchaser by the Company. The Purchaser acknowledges that it has received a copy of these terms and conditions of sale and, in particular, acknowledges that these terms and conditions of sale constitute a “security agreement” for the purpose of the Act. The security interest created by these terms and conditions shall continue until the Company gives the Purchaser a final release.

The Purchaser agrees not to allow security interests to be created or registered over the Goods in priority to the security interests held by the Company.

13. Goods are not supplied on either “sale or return” or “sale or exchange”.

14. The Company reserves the right to suspend deliveries if accounts are not paid.

15. Upon the commencement date of the account being activated the Purchaser agrees to make the first purchase of no less than \$200.00 within 30 days of the commencement date. Failure to purchase the stipulated amount will result in cancellation of the trade account. The purchaser agrees to make purchases to the value of \$1000 within 12 months of the last purchase to maintain validity of the account. Failure to maintain validity will result on cancellation of the trade account.

16. The company accept returns for the purpose of exchange, product fault, pick, and packing error. The purchaser will be refunded the value of the item at the time of transaction. An order can be returned within 10 working days of receipt. Items must be unopened and in original condition in order to be returned. Damaged, opened, or altered products will not be exchanged, credited, or refunded. Postage costs of returning an item/s will be at your own expense unless an item is faulty; in this case, please call us to arrange free postage. If an item/s is being exchanged for a different product shipping fees for that order will be waived. Any refunds will be made back to the means of purchase, i.e., credit card or gift card. If Goods arrived damaged in transit, please hold onto the Goods and its packaging and notify the company immediately. At the company’s discretion, damaged Goods with its packaging will need to be returned. Refunds will be issued using the purchaser’s original payment method and will take 3-5 working days to process from the agreement. Delivery fees are non-refundable.

17. If the purchaser has ordered Goods, and whereby the goods have not been dispatched, the purchaser may cancel orders without giving a reason, at any time within 3 days of the order. Once an order has been dispatched it cannot be canceled.

18. The purchaser agrees the return of a single item bought as part of a multi-buy promotion (i.e. Buy 2 for \$40.00) will be refunded the full price of that item less the total discount given in the offer. Returns of all items purchased with the multi-buy promotion will qualify for a refund to the full multi-buy value. For combination purchases ("Buy 1 Get 1 Free", or "Get the lowest priced item free"), the purchaser must return any free items or vouchers back to the company before a refund can be processed.

19. Free delivery within the Auckland Metro area is subject to the Company's delivery policy. Refer to the policy for delivery charges.