



APPLICATION TO PURCHASE TRADE

NAME OF CUSTOMER _____

(Registered Company, Partnership or Sole Trader): _____

Delivery Address: _____

Address for Accounts: _____

Telephone: () _____ Fax: () _____

Business Owner's Full Name: _____ Private Phone: () _____

Private Address of Owner: _____ Contact () _____

IF A LIMITED LIABILITY COMPANY:

Address of Registered Office: _____

Nature of Business: _____

CREDIT REFERENCES

(1) _____ Phone: () _____

(2) _____ Phone: () _____

(3) _____ Phone: () _____

OUR TERMS OF TRADE OVERLEAF ARE BINDING ON THE PARTIES UPON ACCEPTANCE OF THIS APPLICATION

Estimated Monthly Purchases: \$ _____

SIGNED for and on behalf
 of the customer by:

SIGNATURE

NAME

DATE

POSITION

PERSONAL PAYMENT GUARANTEE AND INDEMNITY

TO: BRISCOES (NZ) LIMITED
 PO BOX 884, AUCKLAND.

IN CONSIDERATION of your providing products and/or credit facilities to

 at my/our request

I/We
 of
 and
 of

GUARANTEE to you the due payment of all monies now due or which may at any time become due to you by the customer for products and/or credit facilities provided, carried out or supplied by you to or for the customer.

I/We confirm this guarantee is given on the following terms and conditions:

1. It is a continuing and irrevocable guarantee and shall remain in full force and effect until the whole of the customer's obligations to you have been fully paid or satisfied or performed or you shall grant a written release;
2. My/Our liability shall continue notwithstanding any indulgence, delay, waiver, forbearance to sue or other concession which you may grant to the customer or any arrangement between you and the customer or any refusal (without notice to me/us) by you to supply any products and/or credit facilities to the customer;
3. No granting of credit, extension of former credit or granting of time to the customer and no change of constitution of your present company or the customer shall impair my/our liability under this guarantee;
4. As between myself/ourselves and you I/we shall be deemed to be a principal debtor and liable to you and I/we hereby waive any rights as surety which may at any time be inconsistent with any of the provisions of this guarantee and indemnity;
5. No release, delay or other indulgence given by you to the customer or alteration to the terms under which you provide the customer with products and/or credit facilities or any other thing whereby I/we may have been released as guarantor shall release or prejudice or otherwise affect my/our liability hereunder;
6. This guarantee shall bind my/our personal representatives;
7. In the event there are two or more of us executing this guarantee our obligations shall be joint and several.

I/We also agree independently of the above guarantee to indemnify you against all loss, costs and other expenses which you may suffer or incur as a result of any failure by the customer to make punctual payment of any monies due to you whether or not the liability of the customer is or has become void or unenforceable for any reason and whether or not the above guarantee shall be void or unenforceable against me/us for any reason.

DATED at this day of

SIGNED by the said
 as Guarantor
 in the presence of:

Witness signature:

Name:

Address:

Occupation:

SIGNED by the said
 as Guarantor
 in the presence of:

Witness signature:

Name:

Address:

Occupation:

TERMS OF TRADING

NEW ACCOUNTS

New accounts are entirely subject to acceptance of our terms of trade. Upon signing our application and commencing business with **Briscoes NZ Ltd** ("the Company") the customer is deemed to have accepted these terms. No variation from these terms will have any effect unless expressly agreed to in writing by the Company.

TERMS OF CREDIT

As a pre-requisite to delivery of goods, the Company may require security from the customer by payment in advance, a guarantee for payment, a deposit, progress payments, or a letter of credit provided that should the Company not exercise any of these options then the price shall be paid not later than the 20th of the month following invoice date. Should payment not be received by due date the Company reserves the right to withhold any further supplies until all monies due are paid.

PRICES

Prices are subject to change without notice and goods will be invoiced at the price ruling at the date of despatch from the Company's warehouse. Any information given on pricing is exclusive of GST or any other tax, unless expressly stated otherwise.

RETENTION OF TITLE - ROMALPA CLAUSE

- (a) Ownership of any goods supplied does not pass to the purchaser until the whole account has been paid in full. Risk or responsibility for the goods does in any event pass to the purchaser upon delivery of the goods.
- (b) The customer irrevocably grants the Company, its employees, agents or servants the right to enter upon the premises of the customer at any time to repossess goods which have not been paid for by due date or otherwise where the customer is in breach of the terms of trade. At no time shall the Company be liable to the customer, or any person claiming through the customer, for any damage or loss

which may be caused by the Company, in exercising its rights hereunder.

- (c) If the customer sells the goods before making full payment to the Company, the proceeds from the sale shall be kept separate and held in trust on behalf of the Company until the proceeds are paid to the Company to settle the unpaid account.

INTEREST ON OVERDUE ACCOUNTS

The Company reserves the right to charge interest on any accounts overdue from due date down to the date of actual payment. Interest will be calculated at such rate as may from time to time be notified to the customer and until further advice the prevailing rate shall be 2.5% per month.

DISCOUNTS

Discounts may be offered to customers by prior arrangement provided that if payment for the goods is not received by due date at the net invoiced amount then the amount discounted will also become immediately payable.

CUSTOMER ORDERS

Customer orders may be submitted by:

- (a) Placing a counter-order with sales personnel at any Briscoes store, or
- (b) placing a telephone order, or
- (c) sending an order by post, or
- (d) ordering through facsimile 09 815 3738, or
- (e) Otherwise placing an order with an authorised sales representative of the Company.

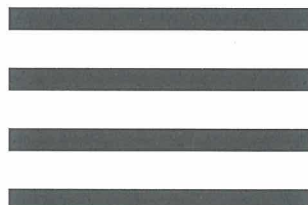
FREIGHT

All orders under \$500.00 (excluding GST) will attract freight cost incurred. Orders over \$500.00 (excluding GST) will be freight free. The Company reserves the right to vary the amount attracting a freight charge, at any time. Should a customer nominate any other method of delivery other than the Company's normal delivery service and

**AFFIX
STAMP
HERE**



Briscoes NZ LTD
P.O. Box 884
Auckland
New Zealand



which attracts an abnormal cost, then that charge will be payable by the customer.

CLAIMS - RETURNED STOCK

- (a) Customers shall be entitled to return stock for credit on grounds of late delivery where stock has been despatched after the stipulated cancellation date endorsed on an order form.
- (b) The Company shall not be deemed to have accepted any stock for return or acknowledge any fault merely because it retains stock while endeavouring to investigate and verify any claim.
- (c) All goods returned and accepted by the Company will be despatched at the customer's cost and responsibility for goods lost in transit to, or being returned from, the Company.
- (d) The Company reserves the right to refuse returns of stock where:
 - (i) The goods returned are not clearly labelled to show customers name and address, related invoice or packing slip number as a reference, and the reason for return, and
 - (ii) Goods returned are not in a clean, dry and hygienic condition or are otherwise in a used, faded, shopworn or soiled condition.

- (a) The Company does not repair or replace seconds.
- (b) The Company shall not be liable to replace any goods which have already been replaced without first obtaining an authorisation from the Company's Head Office in Auckland.
- (c) Any goods with a manufacturing defect will be returned to the manufacturer within three days from the date that the goods are received at the Company provided that any credit or refund to the customer shall not become payable until the Company has itself confirmed the nature of the defect and been reimbursed or had the product replaced by the manufacturer.

SHORT DELIVERIES

Claims for short deliveries will only be considered if received in writing within fourteen (14) days from the date of despatch of the goods by the Company and such claims, to be valid, must be directed to the Head Office of the Company at Auckland.

CLAIMS FOR FAULTY GOODS

OFFICE USE ONLY

Approved: _____

Credit Limit: _____

A/C No: _____

Store/Rep Code _____