

7 NorthWay Street, Te Rapa, Hamilton New Zealand

P O Box 20029, Te Rapa Hamilton

Tel: 07-8506036

Email: sales@theblingcompany.co.nz

For Office Use Only

Credit Limit	
Approved	

PARTICULARS: Limited Liability Company / Partnership / Sole Trader / Other

FULL TRADE

NAME: _____

DELIVERY ADDRESS _____

POSTAL ADDRESS _____

CONTACT

DETAILS: **Business:** _____ **Mobile:** _____

Fax: _____ **Email:** _____

CONTACT NAME FOR

ACCOUNT: _____

CONTACT NAME FOR SALES _____

BANK: _____

BRANCH: _____

TRADE

REFERENCES

NAME

CONTACT No:

1 _____ _____

2 _____ _____

3 _____ _____

I/We understand that should credit account be opened, payments are due by 20th of the month following the month of purchase. I/We agree to pay interest at the rate of 1% per month on all amounts not paid within 30 days of the due date. If accounts are not paid in full by the due date, The Bling Company reserves the right to decline to supply any further goods until the account is paid in full. I/We certify that the above information is true and correct. I/We authorise any person or company to provide you with such information as you may require in response to your credit enquiries or your provision of credit to me/us. I/We authorise you to furnish any third party and details contained in this application and any details of subsequent dealings that I/We may have with you as a result of this application being actioned by you and to use for any lawful purpose connected with your business any information which I/We or any third party may provide to you.

I/WE ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS OF SALE AS SHOWN OVERLEAF, WHICH I/WE HEREBY ACCEPT FOR GOODS PURCHASED BY ME/US AT ANY TIME HENCEFORTH.

AUTHORISED

SIGNATURE: _____

PRINT NAME IN FULL: _____

POSITION: _____

DATE: _____

DEED OF GUARANTEE

To: Suchi International Limited trading as The Bling Company

In consideration of you at my request agreeing to supply (“the Customer”) with goods and services from time to time for the purposes of its business I hereby:

1. Unconditionally guarantee to you the due and punctual payment by the Customer of all moneys as and when they shall become due and payable by the Customer to you in respect of the purchase price of the goods and the due observance and performance by the Customer of all its obligations in respect of any agreements between The Bling Company and the Customer.
2. Agree that although my liability under this guarantee as between me and the Customer is as surety only, I shall be liable as a principal debtor to The Bling Company and my liability will not be discharged, abrogated, prejudiced or affected by any of the following:
 - the granting of time, credit or any indulgence or other concession to the Customer;
 - by the release, abandonment, waiver, variation, establishment or relinquishment of any securities or any rights that you may have against the Customer;
 - any alteration, modification, variation or addition to any agreement relating to the supply of goods or services or the relationship between The Bling Company and the Customer;
 - any change in the shareholding or directorship of the Customer or the receivership or liquidation of the Customer;
 - any other act, event or omission which but for this clause might operate to discharge, impair or otherwise affect this guarantee and my obligations contained in this guarantee or any of the rights, powers or remedies upon you by this guarantee or by law.
3. Agree that this guarantee shall be an irrevocable and continuing guarantee and shall remain in full force and effect until the Customer has paid The Bling Company all moneys due in respect of the goods or under any agreement between The Bling Company and the Customer.
4. Agree to waive any rights of subrogation in respect of any security held by you in respect of the Customer’s obligations to you until the Customer has paid all moneys due to you in respect of the goods and all other obligations under any agreement between The Bling Company and the Customer.

SIGNED by
the Guarantor

.....
in the presence of:

.....
Name:
Occupation:
Address:

CONDITIONS OF SALE



1. For the purposes of interpretation the following definitions will apply: 'Authorised Representatives' means the Chief Executive Officer, the Financial Controller, any Director, and any General Manager of the Seller; 'Buyer' means Applicant on this application; 'Conditions' means these conditions of sale; 'Goods' means the Goods described overleaf; 'Seller' means Suchi International Limited trading as The Bling Company and its successors and assigns.
2. The Contract includes the Conditions which shall not be deemed or construed to be modified, rescinded or waived in whole or in part except by written amendment by the parties. All other terms and conditions are expressly excluded unless they are in writing signed by both parties.
3. All orders for Goods shall be deemed to be an offer by the Buyer to purchase the Goods pursuant to these Conditions. No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in writing by the Authorised Representatives.
4. No order which has been accepted by the Seller may be cancelled by the Buyer except with the agreement in writing of the Authorised Representatives on terms that the Buyer shall indemnify the Seller in full against all losses (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of cancellation.
5. Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Buyer's acceptance of these Conditions.
6. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Seller shall be subject to correction without any liability on the part of the Seller.
7. The price for the Goods shall be the Seller's quoted price. Unless otherwise agreed in writing by the Authorised Representatives, all prices are given by the Seller on an ex-works basis excluding carriage, packing, insurance and any applicable tax or duty. Where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay the Seller's charges for transport, packaging and insurance.
8. The Seller reserves the right, by giving notice to the Buyer at any time before delivery, to increase the price of the Goods to reflect any increase in the cost to the Seller which is due to any factor beyond the control of the Seller.
9. Payment of the price for the Goods shall be due (without any deduction) within 30 days of the date of the invoice unless otherwise agreed in writing by the Authorised Representatives. Time for payment shall be of the essence.
10. Payment of the price for the Goods shall be deemed to be duly made by the Buyer only upon the Seller's receipt of cash or cleared funds amounting to the price of the Goods.
11. Where payment for the price of the Goods is made by way of a Letter of Credit or a Bill of Exchange with a bank, any costs, administrative or otherwise, incurred thereby shall be borne by the Buyer.
12. If the Buyer fails to make full payment on the due date or is otherwise in breach of its obligations under the Contract, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries to the Buyer; appropriate any payment made by the Buyer to such of the Goods as the Seller may think fit; and charge the Buyer interest (both before and after any judgement) from day to day on the amount unpaid, at the rate of 1% per month until payment in full is made.
13. The quantity, quality and description of and any specification in the Goods shall be those set out in the Seller's quotation (if accepted by the Buyer) or the Buyer's order (if accepted by the Seller).
14. The Seller may from time to time make changes in the quantity, quality and description of and any specification for the Goods which are required to comply with any applicable safety or statutory requirements or which do not materially affect the quality or fitness for use of the Goods.
15. No representations or warranties concerning the Goods are made by the Seller unless they are confirmed in writing by the Authorised Representatives. In entering into the Contract, the Buyer acknowledges that it does not rely on any such representations or warranties which are not so confirmed.
16. Except where the Buyer is a consumer (as the term 'consumer' is defined in the Consumer Guarantees Act 1993 ('the Act')) the guarantees contained in the Act that the Goods supplied are (1) of acceptable quality (sections 6 and 7); (b) reasonably fit for any particular purpose (section 8); (c) comply with description (section 9); (d) comply with sample (section 10); (e) reasonable as to price (section 11); and (f) that facilities for the repair of the Goods and supply of spare parts are available (section 12) do not apply.
17. The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.
18. Delivery of the Goods shall be made by the Buyer collecting the Goods at the Seller's premises at any time after the Seller has notified the Buyer that the Goods are ready for collection or, if some other place for delivery is agreed in writing by the Authorised Representatives, by the Seller delivering the Goods to that place.
19. Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods however caused. Time for delivery shall not be of the essence of the Contract unless previously agreed by the Authorised Representatives in writing.
20. Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the Contract as a whole as repudiated.
21. If the Buyer fails to take delivery of the Goods or fails to give the seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to do any or all of the following at its sole discretion:
- Store the Goods until actual delivery and charge the Buyer for the reasonable costs (including but not limited to insurance) of storage;
 - take all steps it deems necessary to prevent the deterioration of the Goods and charge the Buyer for the reasonable costs incurred thereby; and/or
 - without any reference to the Buyer,
 - Where the Buyer fails to make full payment of the price for the Goods on the due date or is otherwise in breach of its obligations under the Contract, treat the Contract as repudiated by the Buyer and to sell the Goods at the best price readily obtainable or otherwise dispose of the Goods at the Buyer's cost; or
 - Where the Buyer has made full payment of the price for the Goods on the due date and is otherwise not in breach of its obligations under the Contract, sell the Goods at the best price readily obtainable or otherwise dispose of the Goods and claim any loss on resale from the Buyer. Notwithstanding the Goods being sold or disposed of at a higher price, the Seller shall only be obliged to account to the Buyer for the price of the Goods under

- the Contract after deducting all reasonable storage and selling expenses.
22. The Buyer shall inspect the Goods on delivery and shall, within 3 days of delivery, notify the Seller of any alleged defect or failure to comply with description or shortage in quantity the Buyer shall then afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery and before any use is made of them. The Buyer shall fail to comply with these provisions, the Goods shall be conclusively presumed to be in accordance with the Contract and free from any defect or damage or shortage and the Buyer shall be deemed to have accepted the Goods.
 23. If the Goods are not in accordance with the Contract for any reason and the Buyer has duly given the Seller notice thereof pursuant to clause 22 herein, the Buyer's sole remedy shall be limited to the Seller making good any alleged defect, shortage in quantity or failure to comply with description by replacing or effecting rectification of such Goods at the Seller's discretion or, if the Seller shall elect, by refunding a proportionate part of the price for the Goods under the Contract.
 24. Where the Buyer rejects any Goods, the Buyer shall have no further rights whatever in respect of the supply to the Buyer of such Goods by the Seller.
 25. Risk of damage to or loss of the Goods shall pass to the Buyer:
 - a) In the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection ; or
 - b) In the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery to that place.
 26. Notwithstanding delivery and the passing of risk in the Goods, or any provisions to the contrary, the property in the Goods shall not pass to the Buyer until the Seller has received payment in full for the price of the Goods.
 27. Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the Goods as the Seller's fiduciary agent and bailee, and shall keep the Goods separate from those of the Buyer and third parties and properly stored, protected and insured and identified as the Seller's property.
 28. Where the Seller has reasonable cause to believe
 - a) The Buyer has not strictly complied with these Conditions and, in particular, default of payment in accordance with clause 9; or
 - b) The Buyer has or will commit an act of bankruptcy of (being a company) has had a receiver appointed or about to be appointed, or is declared insolvent; Then notwithstanding section 109 of the Personal Property Securities Act 1999 (the "PPSA"), and in addition to the rights contained in that section, the Seller may recover any or all of the Goods or the mixed goods and re-sell the Goods or the mixed goods and for such purpose may at any time of the day or night enter by force if necessary upon any premises where such Goods or mixed goods are reasonably thought to be stored (and the Buyer grants to the Seller an irrevocable right and authority to so recover, re-enter and re-sell).
 29. In exercising its rights pursuant to this clause, the Seller shall be entitled to deduct from any sale of Goods or mixed goods recovered from the Buyer all the liabilities and expenses (including legal expenses) incurred by the Seller in enforcing or attempting to enforce its rights pursuant to this clause 7.
 30. In relation to the PPSA:
 - a) The Buyer grants to the Seller a security interest in all present and after acquired Goods and their proceeds.
 - b) On the request of the Seller the Buyer shall promptly execute any documents and do anything else required by the Vendor to ensure that the security interest created under these Conditions constitute a first ranking perfected security interest over the Goods and their proceeds including providing any information the Seller reasonably requires to complete a financing statement or a financing change statement. The Buyer waives any right to receive a copy of a verification statement under the PPSA.
 - c) The Buyer will pay to the Seller all costs, expenses and other charges incurred, expended or payable by the Seller in relation to the filling of a financing statement or a financing change statement in connection with these terms and conditions.
 - d) The Seller and the Buyer also agree that nothing in sections 1 14(1)(a), 11 7(1)(c), 133 and 134 of the PPSA shall apply to these Conditions.
 - c) The Seller and the Buyer also agree that the rights of the Buyer as debtor in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA shall not apply to these Conditions
 - e) The Buyer acknowledges that it has received a copy of these Conditions and in particular that the terms contained in these Conditions constitute a security agreement for the purposes of the PPSA.
 31. The Seller shall be entitled to recover the price for the Goods notwithstanding that property in any of the Goods has not passed from the Seller.
 32. Subject to clause 16, the parties agree and acknowledge the following:
 - a) all Goods supplied and acquired under the Contract are supplied and acquired in trade within the meaning of the Fair Trading Act 1986, and that sections 9, 12A and 13 of the Fair Trading Act 1986 will not apply to the Contract;
 - b) they are both in trade, that all Goods supplied and acquired under the Contract are supplied or acquired in trade, and the provisions of the Consumer Guarantees Act 1993 will not apply to the Contract;
 - c) unless the Contract expressly provides otherwise, to the fullest extent permissible by law, all warranties, conditions or other terms implied by law including but not limited to the Contract and Commercial law Act 2017 are excluded; and
 - d) for the purposes of this clause 32, each party had a reasonable opportunity to review the Contract, terms of trade, discuss it with the other party, and receive advice from its relevant advisors, if it wished to do so.
 33. Notwithstanding clause 23, to the extent permitted by law, the Seller's maximum liability to the Buyer for all claims (including costs) whether in contract, tort, breach of statutory duty or otherwise arising directly or indirectly from the provision of Goods, the Contract or any act or omission, is limited to the fees paid to the Seller under the Contract in the three month period immediately preceding the date giving rise to such a claim.
 34. The Buyer will indemnify the Seller from and against all actions, claims and demands brought against the Seller by any third party relating to the sale of Goods or performance of any services by the Buyer.
 35. If the Buyer shall be declared bankrupt or commit an act of bankruptcy or enter into a scheme or arrangement or make any assignment for the benefit of creditors or being a Company shall resolve to go into liquidation or have an application for its winding up filed in any court of competent jurisdiction or enter into any scheme or arrangement or assignment or composition for the benefit of creditors or have an official manager or receiver appointed over the whole or part of its assets or undertaking, or ceases or

threatens to cease to carry on business, then without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer and the price for any Goods already delivered shall become payable forthwith notwithstanding any agreement to the contrary.

36. The Buyer shall not withhold payment of any invoice or other amount due to the Seller by reason of any right or alleged right of set-off or counterclaim whatsoever.
37. No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent breach of the Contract.
38. Unenforceability of a provision of these Conditions does not affect the enforceability of any other provision of these Conditions.
39. The Contract shall be interpreted in accordance with the laws of New Zealand