Crombie & Price
NATURAL HEALTH PRODUCTS

PO Box 121, OAMARU 9444

P 0800 11 83 11
E info@crombie-price.co.nz
www.crombie-price.co.nz

Dear Customer

Please find attached Application for Supply of Goods by Crombie & Price Limited.

This Application incorporates our Terms and Conditions of Trade.

Please note that Crombie & Price reserves the right to amend Clause 3 of our Terms & Conditions of trade – Payment. Details of your actual terms of payment will be notified to you at the time of account confirmation.

Please ensure that you complete Page 2 of the Application and confirm your acceptance of the Terms and Conditions of Trade by signing and returning the Application (page 3 & 4). Please also complete and sign the guarantee on Page 3 & 4 (if applicable) accurately. The guarantee must be given by all directors if your business is operated by a company or all Trustees of a Trust if your business is owned or operated by a Trust.

Lastly, please send a copy of your current photo ID, such as a Driver's License or Passport to us.

You should retain a copy of the Application for Supply of Goods by Crombie & Price Limited for your records.

Should you have any questions, please contact Karen, kgilchrist@crombie-price.co.nz

We are excited about the opportunity to work together

Regards

John Crombie
Managing Director
Crombie & Price Limited

Application For Supply Of Goods By Crombie & Price Ltd On Credit

A: Individual/s & Or Partnerships : (Please insert your full name/s, as appears on your birth certificate and driver's licence)			
First Name	**Middle Name/s**	**Surname**	**Date of Birth**

B. Organisation: Please insert your full name, as follows: • If your organisation is a company, insert your name as appears on the Companies Register; • If your organisation is a trust, insert the name of the trust as appears in the Trust Deed; • If your organisation is a partnership, insert the name as appears in your Partnership Agreement, or if no such agreement, the trading name of the partnership.		
Name	**Incorporation Number (if a company)**	**Type of Organisation / store**

Trading as: _____

(If your business has a trading name different to the legal entity which owns the business

Customer Contact Details	
Physical Address	**Email Address**
Phone Number & or Mobile	**Fax Number**

Postal Address (If different from physical address above): _____

Sole Trader / Partnership / Company / Trust (Circle which is applicable)

Account contact person: _____

Credit References:

1. Name:_____ Phone Number:_____
2. Name:_____ Phone Number:_____
3. Name:_____ Phone Number:_____

Full names & Residential Addresses of Owners/Partners/Directors/Trustees: (circle which is applicable)

1. Name:_____ Address:_____ Ph Number:_____
2. Name:_____ Address:_____ Ph Number:_____
3. Name:_____ Address:_____ Ph Number:_____
4. Name:_____ Address:_____ Ph Number:_____

DATED this day of 202

1. By signing this document the Customer agrees to be bound by the attached Terms and Conditions of Trade.
2. If the Customer is a Company, all directors of the Company must agree to enter into the attached contract of guarantee by executing it and returning it to us.
3. If the Customer is a Trust, all the Trustees (except an independent professional Trustee) must agree to enter into the attached contract of guarantee by executing it and returning it to us.
4. The Customer authorises Crombie & Price Ltd to make credit references and other enquiries within its normal procedures. For this purpose Crombie & Price Ltd may seek from any source, information concerning you and those persons may release information regarding your credit history.

SIGNED BY THE CUSTOMER:

_____	_____
Signature of authorised signatory	Signature of authorised signatory
_____	_____
Full Name of authorised signatory	Full Name of authorised signatory

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GUARANTEE

In consideration of Crombie & Price Limited agreeing to supply goods on credit terms at any time to the credit customer referred to in the application for the supply of goods on credit which accompanies this guarantee, I/We **HEREBY JOINTLY AND SEVERALLY AGREE** with Crombie & Price Ltd as follows:

I/We shall be responsible (as primary obligor and not merely as surety) for the due payment, performance, fulfilment and observance of all of the obligations of the customer to Crombie & Price Ltd as per Crombie & Price Ltd's terms and conditions of trade, a copy of which is attached hereto. I/we acknowledge having received, read and understood those terms and conditions of trade.

I/We personally guarantee payment of all amounts owing by the applicant to Crombie & Price and acknowledge that no indulgence, granting of time, waiver or forbearance to sue, or winding up or bankruptcy will release me/us from liability hereunder.

This guarantee shall be a continuing guarantee to Crombie & Price Ltd for all debts and obligations whatever and whensoever contracted by the customer with Crombie & Price Ltd in respect of goods supplied and this guarantee shall remain in force until all moneys hereby secured are paid.

DATED this day of 202

SIGNED BY ALL COMPANY DIRECTORS OR TRUSTEES:

_____

Signature

_____

Print Full name

_____

Home Address:

_____

Designation

Signature

_____
Print Full name

_____
Home Address:

_____
Designation

_____
Signature

_____
Print Full name

_____
Home Address:

_____
Designation

Crombie & Price Limited
TERMS AND CONDITIONS OF TRADE

1. Terms: These terms are the terms on which goods are supplied notwithstanding anything to the contrary in any other document. No form of acceptance contrary to the below terms will be effective to alter the terms on which we have agreed to provide you with goods. Any price we have quoted is based on supply of goods on these terms. We reserve the right to review the price if you do not wish to proceed with an order on these terms.

2. Price: The price we shall charge for goods supplied are based on the price applicable for the goods at the date of the order provided we receive the order within 14 days of it being made. We reserve the right to change prices for any future orders made by any customer. We reserve the right to decline to supply any goods ordered. Generally, we will quote prices exclusive of GST. Unless the price specifies that GST is included, you must pay GST in addition to the purchase price. You may not withhold the price or deduct or set-off any amount against the price.

3. Payment: Payment for all goods supplied shall be made in full by the 20th day of the month following the month of invoicing. However, we may in our absolute discretion require payment of a deposit or that the price be paid wholly or partly in advance. All payments must be made in full without any set-off or deduction. We may suspend any credit and require you to pay all outstanding amounts in full. We may elect not to sell or deliver goods to you if payment is not received in accordance with our requirements. Should you default in your payment obligations we may elect to cancel this contract by giving you three days written notice of cancellation.

4. Default: In the event that your account is overdue, default interest will be payable at our discretion at the rate of 1.5% per month (or part month) on any amount due and unpaid. You acknowledge that payment of default interest is without prejudice to our other rights and remedies. If we take action to recover any amount due from you, or to otherwise protect our interests in relation to money owed to us, you agree to pay our costs (including solicitor/client and debt collection costs). Such costs and expenses shall bear interest at the rate specified in this clause, from the date 7 days after we provide details of the costs and expenses to you up to the date of full reimbursement.

5. Ownership of Goods supplied: Prior to you paying in full for all goods supplied by us to you, ownership in the goods will remain with us. If you fail to pay on the due date, or breach these terms, you authorise us (which includes any agents we may appoint to act on our behalf) to enter any premises to recover goods owned by us. You indemnify us for any losses or costs we incur in recovering such goods. If the premises are those of a third party, we (or our agent) may enter and recover the goods as your agent. We will be entitled to sell any goods held by us and apply the proceeds towards amounts owed by you if you have failed to pay any amount owing. If you on-sell any goods (supplied by us) before ownership has passed to you, the proceeds of such sale shall be received and held by you in trust for both you and us. Our interest as beneficiary under that trust shall be that portion of the proceeds which does not exceed your indebtedness to us.

6. Security Interest: You agree that, for the purposes of the Personal Property Securities Act 1999 ("the PPSA"), we have a purchase money security interest in the goods supplied by us to you (as detailed in each invoice supplied to you) as well as the proceeds of such goods. You also agree that we have a general security interest in all present and after acquired goods for any indebtedness you have to us. We may allocate payment of indebtedness for any debt to any instalment of goods provided to you as we see fit. You agree to sign any documents required for us to perfect our security interest under the PPSA and authorise us to sign any such documents as your attorney.

7. Contracting out of the PPSA: To the extent permitted under the PPSA you agree to waive your rights as debtor. In particular, but without limitation, you agree to waive your right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to any security interest we may have in goods supplied to you from time to time.

8. Warranties: All warranties implied by customary practice, at law or under statute are excluded to the extent legally permitted.

9. Freight costs: You agree to pay the freight costs we incur in delivering the goods to you if your order is less than $100.00 in value exclusive of GST and any disbursements. The freight costs will be added to the invoice price for the goods. For orders exceeding $100.00 in value exclusive of GST and any disbursements, we shall meet the freight costs of delivering the goods to you.

10. Extent of liability: Our liability in relation to goods supplied is limited to direct loss caused by our breach of these terms up to a maximum of 20% of the contract value of the goods supplied or services provided. We shall not otherwise be responsible for any cost, loss, damage or claim arising directly or indirectly in relation to goods supplied, whether arising in contract, tort (including negligence) or otherwise. Without limiting the foregoing, we will not be responsible for any indirect, consequential or special loss, loss of profits or economic loss.

11. Excusable delay/force majeure: We shall not be responsible for any failure or delay to perform any obligation under this agreement where such failure or delay arises due to a cause beyond our reasonable control.

12. Goods: The term "goods", as used in these terms and conditions means all of the products supplied by us to you from time to time as described in the invoices we issue to you for those goods.

13. Credits: We shall not be liable to pass any credit note to you for damaged or defective goods, or for goods mistakenly ordered by you, or supplied by us

a) Unless you notify us in writing within 7 days of receipt of the goods that you seek a credit note be passed for any goods supplied and provide reasons why you seek it and also provide us with a copy of our relevant invoice for the sale of the goods; and

b) Unless you return the goods to us within 7 days of receiving a courier sticker (or other courier documentation that may apply from time to time) from us which will enable you to return the goods to us at our cost; or in the alternative

c) If any of the goods have had price stickers attached to them by you or your staff, and/or if any of the goods are shop soiled or otherwise damaged by you or your staff;

Unless you comply with these conditions on which credits will be issued, you will be liable for the full price of the goods as per our invoice for them on the terms set out above.

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Payment Options For Customer Account

Dear Customer

Please find information below for the payment of your account.
We accept bank transfer for the payment of your account.

Bank Transfer
Please use the customer account code supplied on your statement or invoice to assist us in processing your payment promptly.

BNZ 02 0940 0149710 002

Other useful contacts

Orders
Please email any orders you have to orders@crombie-price.co.nz you will receive an emailed reply to confirm they have been received.

Credits
Please email any credit requests you have to credits@crombie-price.co.nz this includes errors and damaged caused during transit/ shipping etc.

Consumer Complaints
Should you receive a complaint regarding an item we import from your consumer please email amyi@crombie-price.co.nz to address the concern.

Product Images
Please email any requests to Amy amyi@crombie-price.co.nz

Product / sponsorship
These are addressed case by case.
Please email any requests to Amy amyi@crombie-price.co.nz