



# GARDENBOX

Create Better Gardens

Garden Box Limited  
57 Lunns Road,  
Middleton, Christchurch  
PO Box 69180,  
Lincoln 7640  
Ph: 03 348 2915  
ask@gardenbox.co.nz

## Credit Account Application

Company Name			
Address			
Email			
Website			
Phone		Fax	
Company Number		Incorp Date	
Org Type	Sole Trader	Partnership	Company Other _____
Nature of Business			
Accounts Contact			
Accounts Email			
Credit Required \$			

### Bank & Shareholder Details

Bank Name		Branch	
Accountant		Solicitor	
Shareholders 1		No of Shares	
Shareholders 2		No of Shares	
Shareholders 3		No of Shares	

### Business Trade References

Company Name			
Contact Name			
Phone		Email	
Company Name			
Contact Name			
Phone		Email	

### Directors Names

Director 1.		Phone	
Director 2.		Phone	

### Acceptance of Terms & Conditions of Trade

I/We hereby apply to open a credit account with Garden Box Limited. I/we have read and fully understand the Terms and Conditions of Trade, and agree to abide by them:

Name		Role	
Signature		Date	

### Guarantee

In consideration of Garden Box Limited agreeing to supply the applicant with goods on credit, I hereby jointly and severally agree with Garden Box Limited as follows:

- I hereby guarantee the due performance by the Customer of the Terms and Conditions attached hereto and I hereby guarantee to you the payment of any moneys advanced by way of credit to the Customer.
- This agreement shall be a continuing guarantee to Garden Box Limited for all debts whatsoever and whensoever contracted by the Customer with Garden Box Limited, in respect of goods to be supplied to it.

Name		Role	
Signature		Date	

# GARDEN BOX LIMITED - TERMS AND CONDITIONS OF SALE

## 1. DEFINITIONS

Unless the context otherwise requires, the following definitions shall apply to these terms of trade: "Garden Box" means Garden Box Limited and any of its related companies that have supplied the goods or services shall include the successors and assigns of those companies. "Customer" means the customers named in this application for credit account and shall include the Customer's trustees and executors if an individual or its successors, assigns or administrators. "PPSA" means that Personal Property Securities Act 1999, and associated regulations, as amended from time to time.

## 2. PAYMENT

The Customer shall pay for the goods and service no later than the 20th of the month following the date of Garden Box's invoice or as may otherwise be required by Garden Box. In the event of any default under Clause 2.1 (above) the full amount owing to Garden Box shall immediately become due and payable. Garden Box may take immediate action under Clause 3 (Default), if the Customer is in default under any agreement with Garden Box or commits an act of insolvency or bankruptcy goes into liquidation or receivership, enters into a creditor's compositions or has its credit standing impaired in any way.

## 3. DEFAULT

Garden Box may at any time in its sole discretion withdraw the provision of credit to the Customer. If the Customer fails to pay the amount due on or before the due date Garden Box (without prejudice to its other rights and remedies) shall be entitled to charge interest at the rate of 3% per month on the outstanding balance. The Customer shall indemnify Garden Box for all the costs and expenses incurred including but not limited to debt collection commission fees, legal costs and solicitor costs on the recovery of any monies owed.

## 4: DELIVERY

4.1 Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from Garden Box's premises or collected by the Customer or the Customer's agent.

4.2 Garden Box may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by Garden Box (whether payment is due or not)

4.3 If Garden Box is unable to deliver the goods or perform a service because of any cause beyond its control (including any force/major event) it may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer.

4.4 Goods will only be accepted for return with the prior approval of Garden Box. Freight and all other costs associated with the return of goods will be at the Customers expense, unless otherwise agreed in writing by Garden Box.

## 5: RISK

5.1 Goods are at the sole risk of the Customer upon delivery in accordance with Clause 4.1 whether received by the Customer or not, whether or not there is a delay in delivery and even though ownership of the goods may not have passed to the Customer.

## 6: OWNERSHIP

6.1 Ownership of the goods shall not pass to the Customer until the Customer has paid for the goods in full and proceeds of sale of goods that have not been paid for shall belong to Garden Box.

## 7: ENFORCEMENT

7.1 The Customer irrevocably gives Garden Box and its agents the right to enter upon the Customers premises (including leased premises), without giving notice and without being any way liable to the Customer, if Garden Box have cause to exercise any rights it has under section 109 of the PPSA.

7.2 The Customer indemnifies Garden Box for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis.

7.3 The Customer waives the right to receive any financing statement of financing charge statement from Garden Box under the PPSA.

7.4 On the enforcement of any security interest created by these terms of trade to which the PPSA applies, sections

114 (1) (a), 133 and 134 of the PPSA shall not apply. The Customer waives any rights it may have under sections 116, 120 (2), 121, 125, 129, 131, and 132 of the PPSA on enforcement of any such security interest.

## 8: INVOICES AND STATEMENTS

8.1 Invoices and statements will be sent via email unless requested to be posted.

Please confirm acceptance of these terms:

Name		Role	
Signature		Date	