

**Southern Woods Nursery Limited**  
**Trade / Credit Account Application Form**



APPLICANT INFORMATION		
Legal Business Name:		
Trading Business Name (if different to legal name):		
Type of Business: (Tick) Sole Trader Partnership Limited Company Trust Other – Please specify Details.		
Postal Address:		
Delivery Address:		
Telephone No:	Mobile No:	
Email:		
Nature of Business / Projects:		
Company Number	NZBN:	
I acknowledge that the customer is acquiring the goods for trade (Tick) Yes No		
ACCOUNTS DETAILS		
Accounts Payable Contact:		
Accounts Email:		
Office No:		
Mobile No:		
DIRECTORS/OWNERS (ALL FIELDS ARE MANDATORY)		
(1) Full Name:	DOB:	% Holding:
Home Address:	Home Ph No:	
(2) Full Name:	DOB:	% Holding:
Home Address:	Home Ph No:	
Please attach separate details if more than 2 directors		

TRADE / CREDIT REFERENCES	
(1) Supplier Name	Contact No:
(2) Supplier Name	Contact No:
(3) Supplier Name	Contact No:
Do you wish to Apply for a Credit Account? Yes / No	Amount of Credit Required:
If you do <b>NOT</b> wish to apply for a Credit Account ONLY Trade Pricing please sign below, otherwise please carry onto Declaration for Credit Application	
DECLARATION FOR TRADE PRICING <u>NOT</u> CREDIT APPLICATION	
I/We have read and understand the Terms and Conditions of Trade (below) and agree to abide by them.	
Signature	Position
Print Name	Date
DECLARATION FOR CREDIT APPLICATION	
Have the company or its directors, or any other company or business operated by its directors, ever been served with a statutory demand or other proceedings in relation to recovery of debt? If yes, please provide details below:	
I/We hereby apply to open a credit account with Southern Woods Nursery Limited. I/We have read and understand the Terms and Conditions of Trade (below) and agree to abide by them.	
Signature	Position
Print Name	Date

**Please Note: Trade Pricing can be granted without credit on a cash/pay as you go basis.**

**Please Complete and return to Southern Woods Nursery Limited, [admin@southernwoods.co.nz](mailto:admin@southernwoods.co.nz) or PO Box 16148 Hornby, Christchurch 8441**

**GUARANTEE**

In consideration of Southern Woods Nursery Limited agreeing to supply \_\_\_\_\_ (the customer) with goods, I/We hereby unconditionally and irrevocably guarantee to Southern Woods Nursery Limited performance of the Customer's obligations under the annexed agreement ("the Agreement") and the payment upon demand of all monies (including Costs) owed by the Customer to Southern Woods Nursery Limited ("the Guaranteed Monies") without setoff, deduction or counterclaim. I/we further agree:

1. That for any written Notice required to be served on us by Southern Woods Nursery Limited, it shall be sufficient for Southern Woods Nursery Limited to deliver it to the address recorded below, or any address notified by us to Southern Woods Nursery Limited in writing from time to time.  
Address:
2. That this guarantee is a continuing guarantee and shall remain in full force and effect until the whole of the Guaranteed Monies have been paid or satisfied in full and shall not be considered as wholly or partially satisfied, discharged or affected by any intermediate payment or settlement of account.
3. "Costs" includes legal costs (on a solicitor/own client basis) incurred in obtaining or attempting to obtain payment of the Guaranteed Monies, or enforcing or attempting to enforce Southern Woods Nursery Limited's rights under this Deed.
4. As a separate additional and severable liability under this Deed, to indemnify Southern Woods Nursery Limited against any loss incurred as a result of the non-payment of part or all of the Guaranteed Monies for any reason whatsoever.
5. That my/our obligations under this Guarantee and Indemnity shall, as between us and Southern Woods Nursery Limited, be one of Principal Debtor and shall be joint and several if there is more than one guarantor.
6. Southern Woods Nursery Limited may release or discharge one or more of the guarantors from liability under this Deed and/or compound with, accept compositions from or make any other arrangements with any one or more of the guarantors without prejudicing or affecting Southern Woods Nursery Limited's rights against the other guarantors.
7. Our liability under this guarantee will not be discharged, abrogated, prejudiced or affected by:
  - a. The granting of time, credit or other indulgence to the Customer;
  - b. Any alteration, modification, variation or addition to the Agreement; or
  - c. Any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect our obligations under this guarantee or any of the rights, powers or remedies conferred upon Southern Woods Nursery Limited by this guarantee or by law.
  - d. Any compounding, compromise, release, waiver, variation, abandonment, discharge, relinquishment, renewal, transfer or failure to renew, perfect or enforce or realise all or part of the Agreement.
  - e. The insolvency of the Customer, or Southern Woods Nursery Limited or either of them.
  - f. The unenforceability or frustration of any of the obligations of the Customer.
8. That all payments to be made by us to Southern Woods Nursery Limited including interest and costs will be made without deduction or set-off (legal, equitable or otherwise) or counterclaim and without withholding for or on account of any tax of any nature now or hereafter imposed.
9. That for all purposes, including any legal proceedings, a statement in writing by Southern Woods Nursery Limited as to the amount due or owing under this Deed will be accepted by us as conclusive evidence of the amount owing by us hereunder.

Guarantor(s) Signature	Position in Company
Guarantor(s) Name(s)	Date

# Terms and Conditions of Trade for Southern Woods Nursery Ltd (the Vendor)

These terms and conditions outline how we conduct business with our customers.

## 1. General Conditions

**1.1** All orders are accepted only if the Customer agrees to these terms and conditions of sale, which together constitute the entire agreement (the Contract) between the Customer and the Vendor.

**1.2** Where the Consumer Guarantees Act 1993 applies, nothing in these terms affects the Customer's rights under that Act. For goods acquired for business purposes, the Consumer Guarantees Act 1993 and sections 9, 12A, 13, and 14(1) of the Fair-Trade Act 1986 do not apply.

## 2. Price

**2.1** All prices, offers, and price lists are subject to change without notice.

**2.2** All prices include GST and exclude freight unless agreed otherwise. Trade prices to approved account holders exclude GST, which is payable in addition to the listed price.

## 3. Order Confirmation

**3.1** Upon receiving the Customer's order, the Vendor will confirm the availability of goods with a 'Sale Confirmation.' A non-refundable deposit of 10% to 100% may be required immediately.

**3.2** Orders may be cancelled without notice if no deposit is received within seven days unless other written arrangements are made. Confirmed orders will be supplied in full, subject to availability and conditions beyond our control.

## 4. Deposits

**4.1** A deposit of \$12.50 excluding GST per holding or growing tray may be charged, refundable if returned in reusable condition within three months.

**4.2** A deposit of \$25.00, excluding GST per shipping pallet, may be charged. This deposit is refundable if the item is returned in reusable condition within three months.

**4.3** A 50% deposit (plus GST) is required for orders including bare-rooted/open-ground plants.

**4.4** For orders over \$10,000.00, a 10% deposit (plus GST) is required.

## 5. Payments

**5.1** For any account-based purchases, whether cash or credit, the Customer must:

**5.1.1** Be the individual or an employee associated with the account holder. (If an employee, evidence of employment may be required.)

**5.1.2** Supply a valid order reference or purchase order number.

**5.1** The balance is payable on collection. For approved trade account holders, payment is due by the 20th of the month following delivery. The Vendor reserves the right to suspend or revoke credit at any time. Any alternative payment arrangements must be agreed upon in writing.

**5.2** Payments may be made by bank transfer, credit card, or cash. However, credit/debit cards are not acceptable as a payment method for credit accounts.

**5.3** The Vendor reserves the right to adjust prices for any new biosecurity levy introduced under the Biosecurity Act 1993.

**5.4** Trade accounts and associated discounts are subject to periodic review by the Vendor, and terms may be adjusted at the Vendor's discretion. Any adjustment shall be effective for any orders received from the earlier of: (a) the day following notification of the adjustments in writing to the Customer, or (b) the day the adjustments are published on the Vendor's website.

## **6 Ownership**

**6.1** All goods remain the property of the Vendor until full payment has been received.

## **7 Default**

**7.1** Overdue accounts will incur a 3% compounding interest charge per month. The Vendor may suspend further deliveries until the account is settled.

**7.2** The Customer agrees to indemnify the Vendor for all costs incurred in recovering unpaid amounts, including legal fees and debt collection costs.

**7.3** In the event of default, the Vendor may suspend or terminate the contract, making all outstanding amounts immediately payable.

**7.4** An "Event of Default" includes non-payment, bankruptcy, insolvency, or liquidation of the Customer.

**7.5** A "Force Majeure" is an event beyond reasonable control preventing a party from fulfilling its obligations.

**7.6** Neither party is liable for delays or failures due to Force Majeure. If Force Majeure delays performance for over 45 days, either party may terminate the contract with written notice.

## **8 Delivery**

**8.1** Delivery may be made by collection or freight to the Customer's destination, with five working days' notice required.

**8.2** If the Customer postpones delivery for three months or more, fees may apply, including holding, maintenance, restocking, handling, re-potting, and revised freight costs.

**8.3** Cancelled orders may incur fees, including delivery to the Customer's site and waste disposal fees.

**8.4** Risk and responsibility for the goods pass to the Customer upon leaving the nursery.

**8.5** Bare-rooted stock not collected by August 31 may be sold, and any deposit forfeited.

**8.6** The Vendor may deliver in instalments without entitling the Customer to cancel the contract for delays. Maintenance fees may apply for delayed deliveries, and the Vendor is not liable for quality deterioration.

**8.7** The Vendor may resell goods not taken by the end of the delivery period without credit to the Customer.

**8.8** A restocking fee of 5% of the value of all returned goods (excluding freight) will be applied to any order, regardless of reason, except where liability is accepted in writing by the Vendor for, and to the extent of, a wrong supply.

**8.9** The Customer must comply with the Vendor's health and safety rules when collecting goods.

## **9 Non-Conforming Goods**

**9.1** If the Vendor supplies stock that does not conform to the contract description, it will use its best efforts to replace it.

**9.2** The Vendor's liability for non-conforming stock is limited to replacing the goods. No liability is accepted for consequential losses or lost profits.

**9.3** Despite clauses 9.1 and 9.2, any stock damaged in transit must be reported by the Customer to the Vendor within 48 hours of delivery, otherwise the Vendor will not be liable for replacing, or compensating for, the damaged stock, unless and to the extent the relevant insurer accepts a late claim, in which event the Vendor shall be entitled to charge for any extra expenses incurred in processing that late claim.

**9.4** Disputes over non-conforming goods will be resolved through discussions and, if unresolved, by an independent arbitrator.

## **10 Limitation of Liability**

**10.1** The Vendor is not liable for delays or failures due to Force Majeure.

**10.2** The Vendor is not liable for any claims, except as provided for defective goods replacement.

**10.3** The Vendor's liability is limited to the price paid for the goods.

**10.4** No liability is accepted for indirect, exemplary, or consequential losses, including business profits. Claims must be made within one week of delivery.

## **11 Indemnity**

**11.1** The Customer agrees to indemnify the Vendor against all costs, claims, and liabilities resulting from the manufacture, sale, or use of the goods, except where directly attributable to the Vendor's negligence.

## **12 Conditions of Sale**

**12.1** The Vendor endeavours to provide goods of merchantable quality, true to name and description, but excludes any warranties as permitted by law.

**12.2** The Vendor accepts no liability for propagation failures due to factors beyond its control.

**12.3** No warranty is given for consultancy advice, whether paid or unpaid.

## **13 Personal Property Securities Act 1999 ("PPSA")**

**13.1** This Contract constitutes a security interest in the goods as security for payment.

**13.2** The Customer agrees to execute any documents required to protect the Vendor's security interest.

**13.3** The Customer waives certain rights under the PPSA as specified in these terms.

## **14 Use of Information**

**14.1** The Vendor's use and collection of information are detailed in its Privacy Policy

## **15 General Provisions**

**15.1** These terms apply to all transactions where the Vendor supplies goods or services. Unless otherwise agreed in writing, any inconsistencies are resolved in favour of these terms.

**15.2** Failure to exercise any right does not waive that right or any other. Waivers must be in writing.

**15.3** The Customer may not assign rights or obligations without the Vendor's consent.

**15.4** This contract is governed by New Zealand law, and the parties submit to the jurisdiction of the New Zealand Courts.

**15.5** The Vendor may change these terms at any time, effective from the posting date on its website.