

# frucor

## BEVERAGES LIMITED (“Frucor”)

86 Plunket Ave., Wiri, Auckland

### APPLICATION FOR CREDIT ACCOUNT

TRADING NAME: \_\_\_\_\_

CUSTOMER NUMBER:

SALES REPRESENTATIVE:

DELIVERY DRIVER:

**Please Tick To Indicate In What Capacity You Are Applying  
For Credit And Complete The Sections As Requested:**

 **Individual/Sole Trader**  
Complete Sections  
1, 2, 5, 9 **Company**  
Complete Sections  
1, 3, 5, 6, 9 **Partnership/Trust/other**  
Complete Sections  
1, 4, 5, 6, 9

**In this application form, “Customer” means the Individual/Sole Trader, Company, partners, trustees or other entity named in Section 2, Section 3 or Section 4, as the case may be.**

Please Link my account so my Invoices are charged to \_\_\_\_\_  
Complete Sections that relates to your business as well as section 7

# Customer Maintenance File

## Frucor Sales Representative to Fill Out

- Change of Ownership       New Account       Change of Name of Shop  
(Written confirmation attached)       Cash to Charge
- Change of Legal Name  
(If Ltd, must have Cert of Incorporation.  
If not, need letter from customer)       Change of Address       Change Salan Codes       Soft Delete
- Other \_\_\_\_\_

(A/R to complete)

Sold To: \_\_\_\_\_ Bill To: \_\_\_\_\_

Customer Class (Sales Area)

ND      NO      GR      OTHER: \_\_\_\_\_

Sales Analysis 1  
(Industry)

Sales Analysis 2  
(Customer Group)

Sales Analysis 3  
(Price Group)

Sales Analysis 4  
(Industry Code 1)

Sales Analysis 5  
(Region)

Sales Analysis 6  
(Customer Group 1)

A/R RECEIVED/PROCESSED: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

BY: \_\_\_\_\_

T/M RECEIVED/PROCESSED: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

BY: \_\_\_\_\_

Notes:

# Section 1 APPLICANT(S) DETAILS - CHARGE ACCOUNT:

Trading Name : <i>(if any)</i>	
Business Address: <i>(Please include your suburb and city)</i>	
Postal Address (if different above):	
Telephone: Bus: ( )	Fax: ( )
Business Premises (Please Tick) Owned <input type="checkbox"/> Rented <input type="checkbox"/> Landlord	

Delivery Address/Instructions:	
Order Number Required? Y / N	Type of Business:

Contact Person who processes the accounts:		
Ph: ( )	Mob: ( )	Email:
Are your accounts authorised by your office and forwarded to a Head Office for payment?	Y / N	
If so please give contact details in that office and where office is situated:		
Name:		City:
Ph ( )	Fax ( )	Email:

Bank:		Solicitor :	
Accountant:			

Is this a new business? <input type="checkbox"/> or a business been Purchased? <input type="checkbox"/> Date of when Business was started/ purchased / /
If you currently hold an account with Frucor or any of its related companies, please give A/c No
If you have held an account with Frucor or any of its related companies previously please give the following:
Trading Name: A/c No
Dates when traded with Frucor or any of its related companies:

# Section 2 INDIVIDUALS/SOLE TRADER PLEASE COMPLETE:

Full Name		D.O.B.	/	/
If your Residential address and business address are the same please tick here.	<input type="checkbox"/>			
Residential Address:				
Previous Address: <i>(if less than 12 months at current address)</i>				
Postal Address: <i>(if different above)</i>				
Telephone: Hm: ( )		Fax: ( )		
Is your current residence owned or rented? Owned <input type="checkbox"/> Rented <input type="checkbox"/> Landlord				
How is the drawer shown on the cheque which will be used to pay Accounts? (Copy exact name on the cheque)				

# Section 3 COMPANY PLEASE COMPLETE:

<b>PLEASE PROVIDE A COPY OF CERTIFICATE OF INCORPORATION</b>				
Registered Name of Company:				
Registered Office:				
Company Number & Registration Date :				
Company Directors Full Name and Details: <i>(if there is more than two please attach details)</i>				
If your Residential address and business address are the same please tick here.	<input type="checkbox"/>			
1 Name		D.O.B.	/	/
Residential Address:				
Telephone: Hm: ( )		Fax: ( )		Mob: ( )
If your Residential address and business address are the same please tick here.	<input type="checkbox"/>			
2 Name		D.O.B.	/	/
Residential Address:				
Telephone: Hm: ( )		Fax: ( )		Mob: ( )

Internal Use				
Sold To:	Ship To:	Bill To:	Payer:	

## Section 4 PARTNERSHIPS/TRUSTS AND OTHER - PLEASE COMPLETE

Name of Partnership/Trust \_\_\_\_\_

Is there a formal deed constituting the Partnership/Trust? Y / N If so please attach a copy

Partners/Trustees Full Names and Personal Details: (if there is more than two please attach details)

If your Residential address and business address are the same please tick here.

1 Name \_\_\_\_\_ DOB: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Residential Address \_\_\_\_\_

Telephone: Hm: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Is your current residence owned or rented? Owned  Rented

If your Residential address and business address are the same please tick here.

2 Name \_\_\_\_\_ DOB: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Residential Address \_\_\_\_\_

Telephone: Hm: ( ) \_\_\_\_\_ Fax: ( ) \_\_\_\_\_

Is your current residence owned or rented? Owned  Rented

## Section 5 CREDIT REFERENCES

Expected Purchases per Month \$ \_\_\_\_\_

Please provide 3 references in Fast Moving Consumer Goods(FMCG) with whom you have a credit account with for more than 3 months (ie not COD, also we are Unable to accept, Utilities, Banks, Solicitors/Lawyers, Friends, Family and any competitor)

Name	Phone	A/c Number	Type of Business
1	( ) _____	_____	_____
2	( ) _____	_____	_____
3	( ) _____	_____	_____

## Section 6 GUARANTEE AND INDEMNITY

In consideration of Frucor supplying and agreeing to continue to supply goods to the Customer, at the request of the person named below (the "Guarantor"), the Guarantor unconditionally and irrevocably:

- (a) guarantees by way of continuing obligation to Frucor as primary obligor, and not merely as surety, the due payment of all monies owing by, and the performance of all other obligations of, the Customer to Frucor from time to time; and
- (b) indemnifies Frucor against any loss or damage that it may suffer as a direct or indirect result of the breach by the Customer of any of its obligations to Frucor.

The Guarantor is not to be discharged nor are the Guarantor's obligations to be affected by any matter or thing that would otherwise discharge the Guarantor or affect its obligations including, without limitation, the giving of time, credit or other indulgence or concession to the Customer, anything done or omitted to be done by Frucor in the exercise or non-exercise of its rights and powers, any variation in the terms, or replacement, of any document or the liquidation of the Customer.

This guarantee and indemnity continues in force notwithstanding that the Customer's account with Frucor may from time to time be in credit. The Guarantor shall, within 7 days of receipt of notice in writing of any breach on the part of the Customer, pay Frucor all sums in respect of such breach.

The Guarantor acknowledges that Frucor has recommended that the Guarantor obtain independent legal advice as to the effect of this guarantee and indemnity and the potential liability of the Guarantor under it.

If there is more than one Guarantor, reference to the Guarantor is to be to each of the Guarantors and all the Guarantors are to be jointly and severally liable under this guarantee and indemnity.

Signed by the Guarantor

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Witness to both Signatures

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Occupation

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

\_\_\_\_\_  
Address

# Section 7 CHARGE THROUGH INFORMATION

I/We hereby request you to charge all invoices for Delivery of Goods and Services via our Authorised Charge Through Billing Merchant:

Name of Merchant \_\_\_\_\_ Date Effective from \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Merchant Authority/Charge Through No \_\_\_\_\_

INTERNAL USE ONLY Spoke With \_\_\_\_\_ D/N \_\_\_\_\_  
Date Authority to Start: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Approved Y/N \_\_\_\_\_ Dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# Section 8 USE OF INFORMATION - PRIVACY ACT

## 1. Use of Information

Frucor is collecting information about the Customer and, if applicable, directors of the Customer (each an "Individual") to determine whether to open a credit account in the name of the Customer and, if applicable, whether to accept the Individual as a guarantor of the Customer's obligations. Frucor may not be able to open a credit account if all the requested information is not provided. Information collected and held about the Customer and each Individual may be used by Frucor, from time to time, for credit assessment and control and debt recovery purposes, to register any security interest granted to Frucor, for marketing goods and services and generally to do business with the Customer. Information may, from time to time, be disclosed to, and collected from, credit reporting agencies, the credit references named in Section 5 of this application form and other third parties for credit assessment and control and debt recovery purposes. Information may also be disclosed to, and collected from, companies related to Frucor for any of the purposes specified in this paragraph 1. Under the Privacy Act, individuals have rights of access to, and correction of their personal information.

## 2. Credit Reporting Agencies

In assessing whether to open a credit account in the name of the Customer and, if applicable, whether to accept an Individual as a guarantor of the Customer's obligations, Frucor may collect information about the Customer and Individual from credit reporting agencies (such as Baycorp Advantage, Private Bag 92156, Victoria Street, Auckland). Frucor may also use the services of credit reporting agencies on an on-going basis for purposes relating to the provision of credit to the Customer or the Individual's guarantee. This may include using the relevant credit reporting agency's monitoring services to receive updates if any information held about the Customer or Individual changes. If the Customer or Individual defaults in its payment obligations, information about that default may also be given to credit reporting agencies. Information disclosed to credit reporting agencies (including default information) will be held and used by the relevant credit reporting agency to provide its credit reporting services, and may be given to other customers of the credit reporting agency.

# Section 9 AUTHORISATION AND AGREEMENT

1. The Customer and each Individual confirms that it has read and agrees to section 8 above and authorises:

- (a) Frucor to collect information about the Customer and each Individual, as applicable, from credit reporting agencies, credit references and other third parties for the purposes specified in Section 8 above, and for such entities to provide Frucor with the information it may require;
- (b) Frucor to disclose information (including default information) about the Customer and each Individual, as applicable, to credit reporting agencies, credit references and other third parties for the purposes specified in Section 8 above, and for such entities to collect information from Frucor.

2. The Customer and each Individual confirms that all information it has provided to Frucor is, and will remain, true and correct.

3. The Customer applies to Frucor for a (or a continuation of a) credit facility and, if written approval is given by Frucor, the Customer agrees to comply with the attached terms and conditions of sale and agrees that Frucor may withdraw further credit at any time.

**Note:** Where the applicant is a company (other than a listed public company or a wholly owned subsidiary of a listed public company) with two or more directors, not less than two directors will be required to sign this application form. Where the applicant is a partnership or a trust, all partners or trustees must sign. If the applicant is an individual or sole trader, then only that person who owns the business must sign.

I acknowledge that if I am signing on behalf of a company or other entity, I am authorised to do so. I acknowledge that if I am signing on behalf of all or any of the trustees of a trust or all or any of the partners of a partnership, I am authorised to do so, and to bind the other trustees or partners, as the case may be.

Signed by Customer \_\_\_\_\_ Dated: \_\_\_\_\_ Print Name: \_\_\_\_\_

Authority/Position \_\_\_\_\_ Identification \_\_\_\_\_

Signed by Customer \_\_\_\_\_ Dated: \_\_\_\_\_ Print Name: \_\_\_\_\_

Authority/Position \_\_\_\_\_ Identification \_\_\_\_\_

If the Customer is a Company, each director should also sign below as an individual.

Signed by Director \_\_\_\_\_ Dated: \_\_\_\_\_ Print Name: \_\_\_\_\_

Authority/Position \_\_\_\_\_ Identification \_\_\_\_\_

Signed by Director \_\_\_\_\_ Dated: \_\_\_\_\_ Print Name: \_\_\_\_\_

Authority/Position \_\_\_\_\_ Identification \_\_\_\_\_

I \_\_\_\_\_ Confirm that I have sighted the above Applicants Identification

FRUCOR REPRESENTATIVE

Dated \_\_\_\_ / \_\_\_\_ / \_\_\_\_

# TERMS & CONDITIONS OF SALE:

- 1 Interpretation**  
In these terms and conditions of sale, the term "Customer" means the person, firm company or entity buying the goods from the Supplier; "goods" means packaged beverages and other products supplied by the Supplier and includes all the goods described in invoices issued by the Supplier to the Customer; "Supplier" and "Frucor" means Frucor Beverages Limited; "CGA" means Consumer Guarantees Act 1993; and "Guarantor" means the person guaranteeing payment in full should the Customer not pay.
- 2 Conflict**  
In the event of any conflict between these terms and conditions of sale and the terms of any other document (including, without limitation, any invoices) these terms and conditions shall prevail. These terms and conditions may only be varied by the agreement of the Supplier in writing.
- 3 Price**  
3.1 The Customer shall pay the price indicated on the invoice, current price list or other similar document issued by the Supplier (and where there is a conflict, the Customer shall pay the price indicated on the current price list).  
3.2 The Supplier may vary the price of goods supplied to the Customer by giving written notice of variation.  
3.3 The variation will not apply to goods ordered before the date of receipt by the Customer of written notice of variation.
- 4 Order Processing and Delivery**  
4.1 Delivery of the goods will be considered to have been made when the goods arrive at the delivery point agreed with the Customer regardless of whether the Customer accepts delivery or, if the Customer is to arrange delivery of the goods, when the goods are available for collection by the Customer.  
4.2 Any time which the Supplier quotes for delivery is an estimate only and time for delivery shall not be made of the essence by notice.  
4.3 No goods are offered on a sale or return basis and Frucor's representatives are not authorised to accept orders for goods to be supplied on a sale or return basis.  
4.4 Cancellations or variations to an order may be accepted at the sole discretion of the Supplier, on such terms as the Supplier may specify. The Supplier may cancel any order if it determines that it will be unable to deliver the goods within a reasonable time.  
4.5 The Customer shall have no claim against the Supplier if the Supplier cancels the order or fails to deliver (for any reason) the goods, or if there is a delay in delivery of the goods.  
4.6 The quality, quantity and condition of the goods must be checked at the time of delivery.  
4.7 The Supplier will only allow a credit for shortages if the shortage has been noted on the delivery docket at the time of delivery and the relevant claim is made in accordance with clause 9. An endorsement "Subject to check" noted on the delivery docket will not be accepted by the Supplier as sufficient noting of the delivery docket in accordance with this clause.  
4.8 Any request for a copy of a delivery docket must be made to the Supplier within 30 days of delivery of the goods to which the delivery docket relates.
- 5 Payment**  
5.1 The Customer must pay for the goods on or before the 20th of the month following the date of the invoice or as otherwise agreed in writing between the Customer and Supplier.  
5.2 The Supplier may require the Customer to pay cash in full prior to delivery if in the Supplier's opinion the credit worthiness of the Customer becomes unsatisfactory.  
5.3 If the Customer has not paid in full by the due date, the Supplier may:  
(a) charge the Customer interest on the overdue monies from the date of delivery of the goods until paid in full. The interest rate shall be at a rate equal to the prevailing cost of funds to the Company plus 5%;  
(b) pursue an action for the price of the goods for which payment has not been made, even though property in the goods remains with the Supplier;  
(c) recover from the Customer the costs and expenses (including legal costs on a solicitor and own client basis) incurred by the Supplier in recovering any overdue monies or in pursuing any action in respect of the overdue monies.  
5.4 The Customer must pay the Supplier in full for the goods delivered even if:  
(a) there was a delay in delivery of the goods;  
(b) the Customer disputes the quality, quantity or condition of the goods delivered.  
5.5 The Customer may not deduct or withhold any amount (whether by way of set off, counterclaim or otherwise) from any money owing to the Supplier. All payments must be made in New Zealand dollars.  
5.6 The Customer must pay to and indemnify the Supplier against all costs and expenses incurred (including legal costs on a solicitor and own client basis) by the Supplier in connection with:  
(a) default by the Customer under these terms and conditions;  
(b) the recovery of any monies due and payable but unpaid by the Customer; and  
(c) the exercise or attempted exercise by the Supplier of any power conferred on it by these terms and conditions.
- 6 Risk**  
The risk of loss of or damage to the goods shall pass to the Customer on delivery.
- 7 Title**  
7.1 Until the Customer has paid for the goods in full and also paid all other monies due and payable to the Supplier by the Customer:  
(a) property in the goods shall remain with the Supplier;  
(b) the Customer shall hold the goods as bailee;  
(c) the Customer shall store the goods in a way that clearly indicates the Supplier's title to the goods.  
7.2 If the Customer sells the goods to its customers the Customer, in its position as a fiduciary, assigns to the Supplier the benefit of any claim against the customers and shall hold on trust and account to the Supplier for all proceeds of sale.  
7.3 This clause shall apply even though the Supplier may give credit to the Customer.
- 8 Right of Entry and Resale**  
If the Customer:  
(a) (being a natural person) commits an act of bankruptcy;  
(b) (being a company) does anything which entitles anyone to apply to liquidate the Customer or an administrator or receiver or receiver and manager of the Customer is appointed; or  
(c) breaches any of these terms and conditions,  
then, subject to the Credit (Repossession) Act 1997, the Customer authorises the Supplier to enter premises where the goods may be located to take possession of and resell the goods. The Customer indemnifies the Supplier against all claims arising out of the entry by the Supplier to premises to take possession of the goods.
- 9 Return of Goods**  
All claims for delivery of an insufficient quantity of goods or for delivery of the wrong goods or for goods damaged in transit must be made to the Supplier within two (2) days of delivery. The Supplier will only accept claims under this clause if, as applicable:  
(a) the damaged or wrong goods are returned within two (2) days of delivery; and  
(b) the returned goods are accompanied by details of the Supplier's original invoice number in respect of such goods; and  
(c) in respect of goods damaged in transit, the damage was noted on the delivery docket at the time of delivery; and  
(d) in respect of delivery of the wrong goods or an insufficient quantity of goods, the fact that the wrong goods or an insufficient quantity of goods were delivered was noted on the delivery docket at the time of delivery; and  
(e) the claim is made in accordance with any other procedures advised by the Supplier from time to time.
- 10 Warranty and Liability**  
10.1 With respect to each good supplied by the Supplier to the Customer under these terms and conditions of sale, the Supplier warrants to the Customer that, subject to clause 10.2, the good is, at the date of delivery, fit for the purpose for which goods of the type in question are commonly supplied ("fit for purpose"). If, in the opinion of the Supplier, the good is not fit for purpose, the Supplier will, at its option, replace the good with an identical or similar good or provide a refund of any money paid for the good.  
10.2 The warranty in clause 10.1 will not apply:  
(a) if the failure of the good is due to an act or default or omission of, or any representation made by, any person other than the Supplier or a cause beyond the control of the Supplier;  
(b) unless a written claim (other than a claim covered by clause 9, which will be dealt with under clause 9) is received by the Supplier within 30 days after the date of delivery of the relevant good and the Supplier is given the opportunity to inspect the relevant good immediately after the failure is discovered;  
(c) if the good has been modified or incorrectly handled or stored.  
10.3 If the Customer is a consumer under the CGA:  
(a) and is acquiring or holding itself out as acquiring the goods for the purposes of a business, the CGA will not apply; and  
(b) the Supplier does not undertake that facilities for repair and parts for the goods are available.  
10.4 If the Customer is acquiring the goods for the purpose of resupplying them in trade, the Customer will:  
(a) include in its conditions of sale with its customers a clause to the effect that the CGA will not apply where the Customer's customer acquires or holds itself out as acquiring the goods for the purposes of a business;  
(b) notify its customers of the effect of clause 10.4(a);  
(c) take reasonable action to notify its customers at or before the time the goods are supplied to such customers that the Supplier does not undertake that repair facilities and parts will be available for the goods;  
(d) not make any representations or give any express warranties to its customers relating to the goods unless authorised in writing to do so by the Supplier;  
(e) indemnify the Supplier against all losses, costs, damages or liabilities which the Supplier may incur or be liable to pay arising out of the Customer's failure to take the action required under this clause 10.4.  
10.5 Subject to clause 10.6:  
(a) all warranties (other than the warranty contained in clause 10.1), descriptions, representations or conditions whether implied by law, trade, custom or otherwise are, and all other liability of the Supplier (other than the liability under clause 9), whether in tort (including negligence), contract, under statute or otherwise is, expressly excluded to the fullest extent permitted by law;  
(b) insofar as the Supplier may be liable notwithstanding clause 10.5(a), to the extent permitted by law, the total liability of the Supplier whether in tort (including negligence), contract, under statute or otherwise for any loss, damage or injury arising directly or indirectly from any defect in any good or any breach of the Supplier's obligations to the Customer is, to the extent permitted by law, limited, at the Supplier's option, to:  
(i) the price of the good complained of;  
(ii) the cost of replacing the defective good; or  
(iii) the actual loss or damage suffered by the Consumer;  
(c) except where statute expressly requires otherwise, the Supplier will not be liable in any event for any loss of profits or any consequential, indirect or special damage, loss or injury of any kind suffered by the Customer or any other person.  
10.6 Subject to clause 10.3, nothing in these terms and conditions of sale will affect any rights a consumer may have under the CGA.
- 11 Notice**  
11.1 Any notice to be given by the Supplier or the Customer to the other must be in writing and may be given by facsimile, post or hand delivered to the other's business address as last known to the party giving it.  
11.2 A notice:  
(a) given by facsimile shall be deemed to be given on the business day following the day it is sent;  
(b) sent by pre-paid post shall be deemed to be given on the business day following the day on which it was posted;  
(c) delivered by hand shall be deemed given when delivered.
- 12 Entire Agreement**  
12.1 These terms and conditions constitute the entire agreement or contract between the Supplier and the Customer for the supply of goods by the Supplier.  
12.2 The Customer acknowledges that neither the Supplier nor anyone purporting to act on its behalf has made any representation or given any promise or undertaking which is not expressly set out in writing, whether as to the fitness of the goods for any particular purpose or any other matter.  
12.3 The Supplier may alter these terms and conditions:  
(a) without notice if done so at the request of the Customer, or the Customer is in default of any of these terms and conditions;  
(b) in any other case, on giving seven (7) days prior written notice to the Customer.
- 13 Intellectual property rights & trademarks**  
13.1 Any intellectual property rights created by Frucor in the course of performing its obligations under these terms and conditions or otherwise in the manufacture of the goods shall remain Frucor's property. Nothing in these terms and conditions shall be deemed to give the Customer a licence or any other right to use any of the intellectual property rights of or licensed to Frucor.  
13.2 The Customer shall keep confidential and shall not, without the prior consent of Frucor, in writing, disclose to any third party or otherwise make public the conditions or existence of these terms and conditions or any other confidential or sensitive information of Frucor.
- 14 Force Majeure**  
14.1 Notwithstanding any other provision of these terms and conditions, non performance by either the Supplier or the Customer of their respective obligations (other than to pay money) under these terms and conditions shall be excused, without liability for non performance, during the time and to the extent that such performance is prevented, wholly or substantially, by Force Majeure.  
14.2 The party claiming the benefit of this clause shall promptly give written notice to the other party specifying the cause and extent of its inability to perform any of its obligations under these terms and conditions and the likely duration of such non performance. Such party shall take all reasonable steps to remedy or abate the Force Majeure.  
14.3 Performance of any obligation affected by Force Majeure shall be resumed as soon as reasonably possible after the termination or abatement of the Force Majeure.
- For the purposes of this clause 14, "Force Majeure" means an event beyond the reasonable control of a party, which results in or causes the failure of that party to perform any of its obligations under these terms and conditions, provided that lack of funds will not be considered a Force Majeure.
- 15 Territory**  
The goods are intended for sale and consumption in New Zealand. If the goods are exported from New Zealand by the Customer, or any other person, Frucor does not accept any liability or responsibility for complying with any overseas statute, regulation or other legal requirement relating to labelling, permitted containers, contents or any other matter. The Customer's right to export the goods is not in any way restricted by this clause.
- 16 Governing Law**  
These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand and the Supplier and the Customer submit to the jurisdiction of the Courts of New Zealand.
- 17 Consumer Promotions**  
The Supplier and the Customer may from time to time agree to undertake and participate in promotional campaigns relating to the goods. All terms relating to such promotional campaigns will be agreed in writing between the Supplier and the Customer.
- 18 Packaging**  
The Customer shall follow all requirements of the Supplier relating to the packaging of the goods, as advised by the Supplier from time to time.
- 19 Personal Property Securities Act 1999 ("PPSA")**  
19.1 The Customer agrees that:  
(a) these terms and conditions of sale create a security interest in the goods as security for all the Customer's obligations to the Supplier under these terms and conditions of sale, which is (or will be) registrable under the Personal Property Securities Act 1999 ("PPSA");  
(b) the Customer must do all such things and execute all such documents as the Supplier may require to ensure that, from and after the time the PPSA comes into force, the Supplier has perfected first ranking security interest(s) in the goods under the PPSA;  
(c) the Supplier may register a financing statement to perfect its purchase money security interest as an unpaid seller in the goods delivered, or, to be delivered, to the Customer;  
(d) the Customer will indemnify the Supplier for any costs the Supplier incurs in doing any of the above;  
(e) the Customer waives its right to receive a copy of any verification statement(s) under the PPSA and agrees that as between the Supplier and the Customer, the Customer will have no rights under (or by reference to) sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 126, 127, 129, 131, 132, 133 and 134 of the PPSA; and where the Supplier has rights in addition to those in Part 9 of the PPSA, those rights shall continue to apply;  
(f) in addition to any other obligation, indemnify the Supplier for any cost it incurs in registering or maintaining, and/or in enforcing or attempting to enforce the security interest created by these terms and conditions of sale;  
(g) immediately upon request by the Supplier, procure for any person considered by the Supplier to be relevant to its security position such agreements and waivers (including as equivalent to those above) as the Supplier may at any time require; and  
(h) immediately notify the Supplier of any change in the Customer's name, address or contact details.
- 20 Severability**  
Where any provision of these terms and conditions of sale is rendered void, unenforceable, or otherwise ineffective by operation of law, that provision will be considered to be severed from these terms and conditions and such severance shall not affect the validity, enforceability or effectiveness of any other provision in these terms and conditions.

Reps comments: