



Reseller Application Form

TNZ Group Limited | sales@tnz.co.nz | +64 9 9293000 | +64 9 522 8839

Dear Reseller,

In addition to the standard Terms and Conditions (see Terms & Conditions here: <http://www.tnz.co.nz/About/TermsAndConditions/>) we also require that potential resellers complete the below form, which will allow us to establish terms of credit and the basis of the distributor-reseller relationship.

Name of Applicant *(full legal name of organisation)*

Trading Name *(if different from above)*

Date Established

Business Status *(e.g. Company, Partnership, Sole Proprietor, Trust, School, Government Agency)*

Directors' / Proprietors' Details

Name(s)

Address

Date of Birth *(required for credit check)*

Registered for GST *(yes / no)*

Payment Terms

Standard Payment Terms are "Prepay", where Products and Services will be shipped once the full invoice payment has been received.

A Payment Method of "Account" is offered, where Products and Services will be shipped and invoiced at the time of order, with payment due on a 30-day term. This option is only available to resellers with greater than 10 orders in an average calendar month.

Trade / Business References

1 Organisation Name:
Contact Name:
Customer Number:
Telephone:

2 Organisation Name:
Contact Name:
Customer Number:
Telephone:

Standard Terms and Conditions of Sale:

All sales of Goods and Services by TNZ Group Limited are concluded on the following:

Standard terms

- 1) TNZ Group Limited will be known as "The Company" in these Standard Terms and Conditions of Sale.
- 2) Payment terms are strictly Cash on Delivery (COD) unless otherwise agreed by management.
- 3) Credit limits granted may not be exceeded without the written prior consent of the Company.
- 4) Goods will only be credited in full to the Reseller's account if returned and received by the Company in the same condition as delivered by the Company to the Reseller within 30 days from the initial delivery.

Conditions

- 5) The Reseller hereby acknowledges that, should any amount not be paid on the due date the entire balance then outstanding shall immediately become due and payable without any notice of whatsoever nature. The Reseller agrees that a service charge of 0.05% per day on overdue balances may be charged to the Reseller's account at the discretion of the Company.
- 6) In the event of the Company instructing its solicitors to collect an overdue amount or enforce any other obligation arising under these terms, all costs, charges and legal expenses (on a solicitor and client basis) incurred by the Company shall be borne by the Reseller and all payments made shall firstly be allocated towards such costs and charges thereafter to interest and finally to capital.
- 7) The Reseller hereby agrees that any proceedings which may be instituted against it for the recovery of any amounts owing to the Company or enforcing any other obligation arising under these terms, may be issued in the Court at Auckland, being the place where the Company's registered office is located and where this contract arose.
- 8) The Signatory/les hereby binds himself/themselves jointly and severally as surely and co-principal debtor/s in with the Reseller unto and in favour of the Company, its order or assigns, for payment of any amount which is now due or owing by the Reseller to the Company.
- 9) Product supplied by the Company to the Reseller will be at the Reseller's risk upon delivery to the Reseller or into the Reseller's custody (whichever the sooner), and the Reseller must insure the product thereafter against such risks, as the Company reasonably requires.
 - a) Ownership of the product supplied by the Company will not pass to the Reseller and will remain with the Company until such time as the product the subject of the Contract and all other products supplied by the Company to the Reseller and all debts owing by the Reseller to the Company from any other cause, have been paid in full.
 - b) Until such time as all products have been paid in full or any other monies due to the Company have been paid in full, the Company authorises the Reseller to sell the product as fiduciary agent for the Company in the ordinary course of its business. The Reseller must not represent to any third party that it is acting for the Company, and the Company will not be bound by any contracts with third parties to which the Reseller is party. The Reseller, in holding the product, will act as the Company's fiduciary agent and bailee. The proceeds of the sale of the product by the Reseller must be paid into a separate account and held in trust for the Company. The Reseller must forthwith make payment to the Company from the account of all amounts which may be owing by the Reseller to the Company from time to time.
 - c) Until such time as the product have been paid in full and all other debts discharged by the Reseller, the Reseller must store the product in such a manner as to show clearly that they are the property of the Company.
 - d) The Reseller irrevocably agrees and undertakes that the Company (its servants or agents) will have the right forthwith (and without prejudice to any other rights the Company may have pursuant to these Standard Terms and Conditions of Sale or at law or in equity) without notice or demand to immediately enter upon the Reseller's premises and retake possession and remove the product in the possession of the Reseller or wheresoever situated.
- 10) Notwithstanding 9(a), 9(b), 9(c) and 9(d) above. The risk of any loss or damage to or any deterioration in product from whatever cause shall pass to the Reseller at the time of delivery. The Company has no responsibility whatsoever for the goods once they have been collected by the Reseller, passed to the Reseller's agent or carrier, or passed to the Company's carrier for delivery to the Reseller and it is the responsibility of the Reseller to insure the goods from that point.
- 11) The terms and conditions contained herein constitute the entire Agreement between the parties and no amendment or variation shall be of any force and effect unless to writing and signed by both the Company and the Reseller. No representations have been made by the company or on its behalf, which have induced the Reseller to enter into this Agreement.
- 12) No Relaxation or indulgence granted by the Company to the Reseller shall be deemed as a waiver of any rights of the company in terms of this Agreement and such relaxation or indulgence shall not be deemed a novation of any terms and conditions of this Agreement.
- 13) The Company shall not be responsible for any loss or damage howsoever caused to the property or person of the Reseller or any third party as a result of any defect in the product whether patent or latent, and the Reseller indemnifies the Company against any claims made against it by any third party arising out of any such defects.
- 14) The Company reserves the right, entirely at its discretion, to withhold delivery of all goods ordered by the Reseller if past purchases remain unpaid.

Signature

Name of Signatory

Position Title of Signatory

Date Signed