

resumed possession of, following the default of the purchaser.

If one or more of the provisions of this Clause 5 shall be invalid or unenforceable, the remaining provisions, shall not be affected thereby and shall continue in full force and effect.

6. Claims

Pet Logic Ltd warrants all the goods supplied by it against fault workmanship or materials for 14 days and agrees to replace or repair the same at its cost (excluding traveling costs and expenses).

No claim will be met for damages due to fair wear and tear, misuse, neglect, or accident. This warranty will be effective only where the Purchaser has complied with its payment obligations.

To the fullest extent permitted by law, this warranty shall be the Purchaser's sole remedy against the Pet Logic Ltd.

7. General Warranty Exclusions

To the fullest extent permitted by law, Pet Logic Ltd shall not otherwise be liable, whether under any statute, regulation, by-law or at common law or otherwise for any damage loss or injury caused by any defect or non-compliance of the goods or services of Pet Logic Ltd. Pet Logic Ltd shall not be liable for any consequential, indirect or special damage or loss of any kind whatsoever nor shall Pet Logic Ltd be liable for any damage or loss caused to the Purchaser's employees, agents, customers or other persons whomsoever.

8. Credits

Any credit note, discount, rebate or allowances to the Purchaser shall be deemed to be without prejudice and shall not be effective unless all moneys owing have been paid and all obligations have been fulfilled by the Purchaser in accordance with these terms.

Discounts shall not apply to sales tax, freight or other extras or auxiliaries.

Credits for returned goods are at Pet Logic Ltd's discretion provided the goods:

- are returned within 14 days of receipt;
- are returned freight free;
- are in good saleable condition in original containers, unsoiled and undamaged;
- are accompanied by number and date of supplying invoice;
- are not a procured item.

9. Waiver

All the original rights, powers, exemptions and remedies of Pet Logic Ltd shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof.

Pet Logic Ltd shall not be deemed to have waived any conditions unless such waiver be in writing from Pet Logic Ltd and any such waiver shall apply to and operate only in the particular transaction, dealing or matter.

10. Interpretation

These items shall be given a fair large and liberal interpretation to the fullest extent permitted by law and shall not be construed against Pet Logic Ltd.

11. Proper Law

All contracts shall be governed by the law of New Zealand and the Purchaser hereby submits to the jurisdiction of the New Zealand Courts.

1. Application

These terms apply to all offers, quotations and agreements entered into between Pet Logic Ltd and the Purchaser for the supply of goods and services as agreed.

The placement of an order shall be deemed to be acceptance of these terms by the Purchaser.

In the case of any conflict arising between these terms and any other terms of the Purchaser, these terms shall prevail.

2. Prices

All prices are quoted on prevailing rates. Any increase in costs to Pet Logic Ltd for goods whenever arising shall be payable by the Purchaser.

When applicable, Goods and Services Tax shall be charged and payable in addition to the quoted price.

Quotations remain open for acceptance for a period of 30 days or as mutually agreed. Any offer may be withdrawn by Pet Logic Ltd at any time before acceptance.

3. Freight

All purchase orders are subject to freight and handling fee depending on the current freight costs.

4. Payment

Payment of the price and any price increases shall be made in full without deduction by the 20th of each month or by arrangement.

Pet Logic Ltd may charge interest at the rate of 1.2% per month on all overdue accounts calculated from the date on which payment was due until the date of actual payment.

Purchaser will pay all the costs of Pet Logic Ltd (eg. Debt collector's fee) for the purpose of obtaining payment of any monies owing to it or enforcing the company's right, powers and remedies under these terms of business.

Pet Logic Ltd may refuse to supply any further goods and/or grant further extensions of credit

while any overdue amounts owing to the Company remain unpaid.

Pet Logic Ltd may withdraw credit facilities at any time without notice.

The Purchaser will immediately notify Pet Logic Ltd of any change in the ownership of the Purchaser, or the ability to pay the Purchaser's debts as and when they fall due.

5. Property

Notwithstanding the passing of risk, the goods shall remain the sole property of Pet Logic Ltd until the Purchaser has paid Pet Logic in full.

Receipt by Pet Logic Ltd of any cheque or other bill of exchange shall not be deemed to be payment, or conditional payment, until the payment has been honoured or cleared.

This clause shall apply notwithstanding that the goods may be delivered to or located at any address other than the Purchaser's.

Until payment in full has been made for the goods and all other sums due to Pet Logic Ltd, the Purchaser acknowledges and agrees as follows:

The goods are held by the Purchaser as bailee and may only be resold as the agent for and on behalf of Pet Logic Ltd.

The Purchaser hereby irrevocably gives the Pet Logic Ltd, its agents and servants leave and licence without the necessity of giving any notice, to enter on and into any premises occupied by the Purchaser, or any other premises wherever Pet Logic Ltd's goods may be located to search for and remove any of the goods supplied in which Pet Logic Ltd has ownership, without in any way being liable to the Purchaser or any person or company claiming through the Purchaser.

The Purchaser in reselling the goods as Pet Logic Ltd's agent, shall not represent to any other person that it is acting for Pet Logic Ltd and Pet Logic Ltd will not be bound by any contract with any other person to which the Purchaser is a party.

This clause is included to protect Pet Logic Ltd and is intended to enable Pet Logic Ltd to retake possession of the goods and at Pet Logic Ltd's option to resell the goods which it has

PURCHASER'S ACKNOWLEDGEMENTS

As applicant, I/We have read and agree to be bound by the Pet Logic Ltd Terms of Business as attached. I/We agree that this document constitutes a security agreement as defined in section 16 of the Personal Property Securities Act 1999.

We certify that the information given in this document is true and correct and that we are authorized to make this application on behalf of the purchaser. In consideration of the Company's supply at our request of goods and services to the Applicant, I/We personally guarantee to the Company due and punctual performance by the Applicant of its obligations to the Company.

Signed by the Applicant(s) Dated this _____ day of _____ 20_____

Signature: _____

Full Name: _____ Title: _____

Signature: _____

Full Name: _____ Title: _____

Application for Credit Account & Terms of Business

Business Details

Registered Name:			
Trading as:			
Postal Address:			
Delivery Address:			
Telephone Number:		Fax Number:	
Email Address:			
Nature of Business:			Years Trading:
Type of Organization:	Company/ Partnership/ Trust/ Sole Trader		
GST Number:			
Date of Incorporation:			Incorporation Number:
Registered Office Address - (Limited Co.)			

Contact Details

Purchasing:	Accounts Payable:
Email:	Email:
Name of Accountant:	Accountants Tel no.:
Accountants Address:	
Name of Solicitor:	Solicitors Tel no.:
Solicitors Address:	

Bank Details

Bank:		Branch:		A/C No.	
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Director(s) Details

Full Name / Home Address / Date of Birth / Tel. No.:
Director 1:
Director 2:

Trade References Details

Company Name / Contact / Address / Tel. No.:
1:
2:
3: