

Supply Agreement and Account Application

BETWEEN: ONE2MANY Limited (ONE2MANY), Company registration 5617205.

AND:

.....
("Retailer")

Legal Name: **Trading Name:**

.....
Street Address:.....

Postal Address:.....

Type of Business Ltd Co / Sole Trader / Partnership (*please circle*)

Primary Contact Person:..... **Position:**

.....
Telephone: **Mobile:**

.....
Facsimile: **Email:**

.....
Company Reg. No: (if Ltd) **Years in Business**

.....
Number of Employees

Parent Company name (if Ltd or Franchise).....

Director 1/Partner/trader name.....

Date of Birth

Home Street Address

Accountant's Name **Company Name**

.....

Trade References			
Company	Contact Person	Phone Number	Accounts open since

Supply Agreement

- ONE2MANY agrees to supply the Retailer with products, and the Retailer agrees to purchase Products, on the terms set out in this agreement as it appears in Schedule 1
- The Commencement Date of this agreement is.....
- The Initial Term of this agreement is 12 months from the Commencement Date and will automatically renew on the anniversary date.

Dated this **day of** **20**.....

Signed on behalf of ONE2MANY Limited by:

Signed by the Retailer by:

.....
Signature of Authorised Person

.....
Signature of Authorised Person

.....
Name of Authorised Person

.....
Name of Authorised Person

Field Sales Merchandiser

.....
Position

.....
Position

Please return the completed agreement by scanning a copy and email to enquiries@one2many.nz or
post
PO Box 58845, Botany, 2163.
Phone: 0508 415 651

Terms and Conditions

1. Interpretation

1.1 In this agreement unless the context requires otherwise:

“**GST**” means Goods and Services Tax arising pursuant to the Goods and Services Tax Act 1985;

“**Payment Date**” means the day of the month appearing on each ONE2MANY Limited’s invoice as the Payment Date;

“**Prepaid Phone Card**” means a pre-paid Calling Card in a denomination of \$5, \$10, \$20, etc;

“**SIM card**” means Spark, 2 degrees, skinny and Vodafone’s prepaid mobile SIM cards, etc;

“**Product**” means any other product or service.

2. Sale of Products

2.1 ONE2MANY agrees to supply the Retailer with Products and the Retailer agrees to sell Products to the public.

2.2 This agreement will commence on the Commencement Date and continue until the expiry of the Initial Term, unless agreed otherwise by the parties.

3. Retailer’s Obligations

3.1 The Retailer will:

(1) Pay for freight unless otherwise stated.

(3) Display point of sale material in a way that indicates to customers that the Retailer sells products purchased from One2many;

(4) Pay ONE2MANY for all Products purchased by it, by the Payment Date;

(6) Pay all GST payable by the Retailer on the invoices sent to the Retailer by ONE2MANY

(7) Directors are jointly and severally liable for all outstanding amounts and collection costs associated with monies owing to ONE2MANY.

(8) In the event of the business changing hands, the new owner is liable for all outstanding invoices. Notify the office upon the change of ownership.

4. ONE2MANY’s Obligations

4.1 ONE2MANY will:

(1) Charge the Retailer in accordance with the Supply Agreement and agreed buy price excluding GST;

(2) Deliver Products to the Retailer by courier subject to minimum order requirements within 48hrs of receipt thereof.

(3) Items will be couriered / posted the working day following the receipt of the order. Orders placed on a Friday or Public Holiday will be subject to delays, unless an authorization is received for urgent delivery and the relative courier charge.

(4) Replace or exchange products which lost in transit provided notice is received within 48 hours of placing the order. ONE2MANY will not be liable to replace products which have been stolen during a robbery / burglary and were subsequently used.

5. Late Payment and non payment

5.1 Late payment fee of 11% p/month applies - all collection costs are the customers responsibility. All products supplied (and proceeds of the sale) remain the property of ONE2MANY Ltd until paid in full.

6. Termination

6.1 This agreement may be terminated immediately by either party (“the First Party”) giving notice in writing to the other party (“the Other Party”) at any time;

(1) Upon the Other Party committing any material breach of this agreement which is incapable of being rectified;

(2) Upon the Other Party committing any material breach of this agreement which is not rectified within 30 days of written notice of the breach having been given to the Other Party by the First Party;

(3) Upon the Other Party becoming insolvent; or

(4) Upon a receiver or manager of any asset of the Other Party being appointed or an order made or resolution passed for the liquidation of the Other Party.

6.2 Termination of this agreement for any reason shall not affect the rights or obligations of the parties up to and including the date of termination.

7. Liability

7.1 ONE2MANY’s liability arising from any cause (including the negligence of a Supplier or any of its employees, contractors or authorised representatives) under this agreement will be limited to \$1000. In no event will ONE2MANY or Suppliers be liable for damages for loss of profits, indirect or consequential loss.

7.2 The Retailer acknowledges that it is purchasing the Products for the purposes of a business and that the provisions of the Consumer Guarantees Act 1993 do apply to the supply of the Prepaid Cards.

8. Miscellaneous

- 8.1 No variation or waiver of any provision of this agreement shall be recognised or binding on ONE2MANY unless it is in writing and signed by an authorised representative of ONE2MANY.
- 8.2 The Retailer will keep the terms of this agreement confidential.

9. Assignment

- 9.1 The Retailer must not assign this agreement or any right or obligation under this agreement without the prior written consent of ONE2MANY. A change in ownership or control of the Retailer will be deemed to be an assignment for the purposes of this clause.
- 9.2 ONE2MANY may assign this agreement or any right or obligation under this agreement without the consent of the Retailer.

10. Information

- 10.1 The Retailer agrees that any information provided by it to ONE2MANY may be used by ONE2MANY to check the Retailer's credit, collect any money owing to ONE2MANY and introduce other products and services to the Retailer.