

Supply Agreement and Account Application

To be completed by all Applicants

Legal Name: Trading Name:
 Company Reg. (NZBN) Years in Business
 Street Address.....
 Postal Address
 Type of Business Ltd Co / Sole Trader / Partnership (*please circle*)
 Primary Contact Person..... Position
 Telephone Mobile phone
 Facsimile Email
 Number of Employees
 Parent Company name (if Ltd or Franchise)

Details of Owners

Full Name..... Full Name.....
 Date of Birth Date of Birth
 Home Address Home Address.....
 Phone/Mobile..... Phone/Mobile
 Driver's License #..... Driver's License #.....

Accountant's Name Company Name
 Accountant's contact number.....

| Trade References | | | |
|------------------|----------------|--------------|---------------------|
| Company | Contact Person | Phone Number | Accounts open since |
| | | | |
| | | | |
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I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of One2Many Ltd which form part of and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorised the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a Director, Shareholder (owning at least 15% of the shares) or authorised person of the Buyer. I shall be personally liable for the performance of the Buyer's obligations under this contract.

Payments terms: **Direct Debit or C.O.D.** upon issue of an Invoice /Statement. Banks Account: ASB Bank 12 3625 0044 074 00.

.....
 Name of Authorised Person

.....
 Signature of Authorised Person

.....
 Position

.....
 Date

Please return the completed agreement together with your Driver's Licence by scanning a copy and email to enquiries@one2many.nz or by post to PO Box 58845, Botany, 2163.

Terms and Conditions

Trading with ONE2MANY constitutes an agreement to purchase goods and services under the terms and conditions outlined hereunder.

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;

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

2. Sale of Products

2.1 ONE2MANY agrees to supply the Customer / Retailer with Products from time to time.

2.2 This agreement will continue, unless agreed otherwise by the parties.

3. Customer / Store Manager / Retailer Obligations

3.1 The Customer/ Store Manager / Retailer shall adhere to the following:

(1) Shall display point of sale material in a way that indicates to its customers that products are available;

(2) Pay ONE2MANY for all Products purchased online or upon receipt of goods instore as per the invoice issued and treated as **C.O.D**;

(3) Be liable for the payment of GST on the invoices sent to the Retailer by ONE2MANY;

(4) Are jointly and severally liable for all outstanding amounts and collection costs associated with monies owing to ONE2MANY.

(5) 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. Fees and charges

4.1 One2Many reserves the right to apply the following fees:

(1) Documentation fee - \$1.00

(2) Cheque processing - \$1.50

(3) Refer to Drawer Cheque (bounced Cheque) charge - \$20.00

(4) Courier/freight charge at cost as per charges by the Courier/Freight company.

(5) All Metro-wide (all centres) deliveries \$5.00 per consignment.

(6) All charges arising from the engagement of a Debt Collection agency for collection of outstanding amounts owing.

5. ONE2MANY's Obligations

5.1 ONE2MANY will:

(1) Charge the Customer in accordance with the agreed buy price at the time of the purchase and including GST;

(2) Deliver Products to the Customer 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 are 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.

6. Late Payment and non-payment

6.1 Late payment fee of 2.5% p/month applies - all collection costs are the customer’s responsibility. All products supplied (and proceeds of the sale) remain the property of ONE2MANY Ltd until paid in full.

7. Termination

7.1 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.

7.2 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.

8. Liability

- 8.1 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.
- 8.2 The Customer/ 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.

9. Miscellaneous

- 9.1 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.
- 9.2 The Retailer will keep the terms of this agreement confidential.

10. Assignment

- 10.1 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.
- 10.2 ONE2MANY may assign this agreement or any right or obligation under this agreement without the consent of the Retailer.

11. Information

- 11.1 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.

I Confirm that I have read and understood and accept the terms and conditions.

.....
Name of Authorised Person

.....
Signature of Authorised Person

.....
Date