

Account Application



Entity Details

Sole Trader Individual Partnership Company

Company Name

Postal Address

Postcode

Physical address (if not the same as postal address):

Physical Address

Postcode

General Email

Invoices & Statements Email

Nature of Business

Years in Business

Telephone

Contact Name

Job Title

Ownership Details

Please insert Owner(s)/Director(s) Name(s) in full.

Name

Address

Name

Address

If limited liability company:

Address of Registered Office

Date of Incorporation

Incorporation Number

Financial & Professional Advisors

Accountant

Bank

Account No

Trade References

Company

Phone Number

Contact Name

Account Open Since

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to Snell Packaging & Safety Limited that the above information is to the best of my/our knowledge, information, and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer.

If the applicant is a company, then this application form must be signed by a director of the company.

Signed

Print Name

Designation

Date

Guarantor Acknowledgment & Agreement

I have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I have read and agree to be bound by the terms of the personal guarantee as set out at clause 15.1 and 15.2.

Signed as Guarantor

Print Name

Address

Date

1. DEFINITIONS

- 1.1 "Snell Packaging & Safety" shall mean Snell Packaging & Safety Limited (NBNZ 9429040644509), any agents or employees thereof or any person acting on behalf of and with the authority of Snell Packaging & Safety.
- 1.2 "Customer" shall mean the person(s) buying the Products or services from Snell Packaging & Safety or any person acting on behalf of and with authority of that person(s) in any invoice, document, or order, and where there is more than one Customer shall mean a reference to each Customer jointly and severally.
- 1.3 "Customer Specific Product" shall mean products which from time to time, the Customer may order from Snell Packaging & Safety which are not Snell Packaging & Safety standard stock, including without limitation, products which are produced specifically for the Customer and which Snell Packaging & Safety may source and import in accordance with an order.
- 1.4 "Order" shall mean a Customer's order for a purchase of a Product, including Customer Specific Products.
- 1.5 "Products" shall mean (as the case may be):
 - 1.5.1 all Products, goods, services and advice of the general description specified on the front of this agreement and supplied by Snell Packaging & Safety to the Customer;
 - 1.5.2 all Products supplied by Snell Packaging & Safety to the Customer;
 - 1.5.3 all inventory of the Customer that is supplied by Snell Packaging & Safety, including packaging and stationary;
 - 1.5.4 all Products supplied by Snell Packaging & Safety and further identified in any invoice issued by Snell Packaging & Safety to the Customer, which invoices are deemed to be incorporated into and form part of this agreement;
 - 1.5.5 all Products that are marked as having been supplied by Snell Packaging & Safety or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Snell Packaging & Safety;
 - 1.5.6 Customer Specific Products; and
 - 1.5.7 all of the Customer's present and after-acquired Products that Snell Packaging & Safety has performed work on or to or in which goods or materials supplied or financed by Snell Packaging & Safety have been attached or incorporated, provided the above descriptions may overlap but each is independent of and does not limit the others.
- 1.6 "Price" shall mean the cost of the Products as agreed between Snell Packaging & Safety and the Customer and includes all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products by Snell Packaging & Safety to the Customer as well as all disbursements (eg charges Snell Packaging & Safety pay to others on the Customer's behalf).

2. ACCEPTANCE

- 2.1 Snell Packaging & Safety shall notify the Customer in writing as soon as is reasonably practicable following receipt by Snell Packaging & Safety of the Customer's Order for Products.
- 2.2 The Customer agrees that once Snell Packaging & Safety notifies the Customer of its acceptance of the Customer's Order in writing, the Order shall constitute a binding contract and acceptance of these terms and conditions contained herein.
- 2.3 The parties irrevocably consent to the signing of this agreement by electronic signature(s) in accordance with the Contract and Commercial Law Act 2017 (CCLA) and agree to be bound by the terms of this agreement if it is signed by electronic signature(s). If either party signs by electronic signature it must, if requested, provide written confirmation that that signature was legitimately applied with the relevant authority, that the signatory has full knowledge of the contents of this agreement and the electronic signature complied with section 228 of the CCLA if applicable. This clause 2.3 does not detract from the CCLA nor does it limit the ability of a party signing this agreement to do so by any other means permitted at law.
- 2.4 These terms and conditions may only be amended with Snell Packaging & Safety's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and Snell Packaging & Safety.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Snell Packaging & Safety to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products provided by Snell Packaging & Safety to any other party.
- 3.2 The Customer authorises Snell Packaging & Safety to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Products shall be deemed to be sold at the current amount as such Products are sold by Snell Packaging & Safety at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of Snell Packaging & Safety between the date of the contract and delivery of the Products due to increase in the cost of:
 - 4.2.1 raw materials and fuel used to manufacture the Products;

4.2.2 labour

4.2.3 insurance;

4.2.4 freight,

up to the maximum of 10% of the price agreed to between the parties as at the date of the contract.

5. PAYMENT AND INVOICING

- 5.1** Unless otherwise agreed with the Customer, Snell Packaging & safety may invoice the Customer for the applicable Order following the earlier of (a) the date of delivery of the Products; and (b) the expiry of the applicable Storage Period.
- 5.2** Payment for Products shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
- 5.3** Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.4** Any reasonable expenses, disbursements and legal costs incurred by Snell Packaging & Safety in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.5** Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.6** Each party reserves the right to offset payments that may be due to the other party where a reciprocal trading relationship exists.
- 5.7** In the event that an event of default under clause 9.5 has occurred and is continuing, then payment for all Products and/or Orders will be determined by clause 9.6 of these terms. To the extent that there is an inconsistency between clause 5 and clause 9.6, clause 9.6 will prevail.

6. QUOTATION

- 6.1** Where a quotation is given by Snell Packaging & Safety for Products:
- 6.1.1** Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
- 6.1.2** The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
- 6.1.3** Snell Packaging & Safety reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2** Where Products are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products.

7. RISK, SOURCING, STORAGE & DELIVERY OF PRODUCTS

- 7.1** The Products remain at Snell Packaging & Safety's risk until delivery to the Customer. Delivery of Products shall be deemed complete when Snell Packaging & Safety gives possession of the Products directly to the Customer or possession of the Products is given to a carrier,

courier, or other bailee for purposes of transmission to the Customer (as applicable).

- 7.2** The time agreed for delivery shall not be an essential term of this contract unless the Customer and Snell Packaging & Safety expressly agree to make in respect of particular Products making time of the essence.
- 7.3** In relation to Customer Specific Products:
- (a) Snell Packaging & Safety shall source and import Customer Specific Products in accordance with the relevant Order for Customer Specific Product;
- (b) Snell Packaging & Safety shall store Customer Specific Products for a period of up to ninety 90 days from receipt by Snell Packaging & Safety of an Order (Storage Period). If, in relation to an Order for a Customer Specific Product, the Customer and Snell Packaging & Safety have agreed so, storage shall be in an environment which is appropriate for the intended use of the Customer Specific Products. Unless expressly agreed otherwise with the Customer, the applicable quotation shall be inclusive of storage during the Storage Period;
- (c) the Customer may request Snell Packaging & Safety to deliver its Customer Specific Products to the Customer at any time during the Storage Period. Snell Packaging & Safety shall use all reasonable endeavours to deliver (or cause to be delivered) the Customer Specific Products to the Customer within two 2 working days of any such request; and
- (d) at the expiry of the Storage Period, if the Customer has not instructed Snell Packaging & Safety to arrange delivery of all of its Customer Specific Products, despite Snell Packaging & Safety's written notice of the expiry of the Storage Period for the applicable Customer Specific Products, Snell Packaging & Safety reserves the right to and may, at its discretion:
- (i) deliver to the Customer (at the address that Snell Packaging & Safety has on record) all applicable Customer Specific Products not yet delivered to the Customer, so long as the delivery takes place within reasonable business hours;
- (ii) continue to store the applicable Customer Specific Products and charge the Customer a reasonable daily rate for such storage; or
- (iii) if the Customer is in default of any of these terms and conditions, including but not limited to failure to pay any amounts due hereunder when they are due and payable, suspend delivery of Customer Specific Product until such default has been remedied, provided Snell Packaging & Safety's rights under clause 9.6 shall not be affected by this subclause 7.3(d)(iii).

8. QUANTITY

- 8.1** Other than stock items Snell Packaging and Safety cannot guarantee to deliver the exact quantity of Products which the Customer has ordered and deliveries of 10% more or less than the quantity ordered shall constitute performance of the Order. In such instances a pro-rata charge or deduction will apply.
- 8.2** Snell Packaging & Safety shall keep the Customer informed of current stock levels of Customer Specific Products and remaining Storage Periods.

9. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 9.1** Title in any Products supplied by Snell Packaging & Safety passes to the Customer only when the Customer has made payment in full for all Products provided by Snell Packaging & Safety and of all other sums due to Snell Packaging & Safety by the Customer on any account whatsoever. Until all sums due to Snell Packaging & Safety by the Customer have been paid in full, Snell Packaging & Safety has a security interest in all Products.
- 9.2** If the Products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products shall remain with Snell Packaging & Safety until the Customer has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall be deemed to be assigned to Snell Packaging & Safety as security for the full satisfaction by the Customer of the full amount owing between Snell Packaging & Safety and Customer.
- 9.3** The Customer gives irrevocable authority to Snell Packaging & Safety to enter any premises occupied by the Customer or on which Products are situated at any reasonable time after default by the Customer or before default if Snell Packaging & Safety believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. Snell Packaging & Safety shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Snell Packaging & Safety may either resell any repossessed Products and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and credit the Customer's account with the invoice value thereof less such sum as Snell Packaging & Safety reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 9.4** Where Products are retained by Snell Packaging & Safety pursuant to clause 9.3 the Customer waives the right to receive notice under s.120 of the Personal Property

Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

- 9.5** The following shall constitute defaults by the Customer:
- 9.5.1** Non payment of any sum by the due date.
- 9.5.2** The Customer intimates that it will not pay any sum by the due date.
- 9.5.3** Any Products are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products.
- 9.5.4** Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to Snell Packaging & Safety remains unpaid.
- 9.5.5** The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distrains against any of the Customer's assets.
- 9.5.6** A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 9.5.7** Any material adverse change in the financial position of the Customer.
- 9.6** Upon an event of default as described at 9.5, all forward Orders placed by the Customer and/or all invoices issued to the Customer for Products are immediately due and payable at the contract price whether or not the due date for the invoices has occurred or Product has been delivered by Snell Packaging & Safety (without the need for any prior notice or demand). In relation to any Orders not yet invoiced, Snell Packaging & Safety will be entitled to immediately invoice the Customer for those Orders and, at Snell Packaging & Safety's sole discretion, require immediate payment by the Customer of those invoices. Clauses 5.3 to 5.6 otherwise continue to apply to payments due under this clause.
- 9.7** The Customer grants to Snell Packaging & Safety a security interest in:
- 9.7.1** all present and after acquired Products supplied by Snell Packaging & Safety; and
- 9.7.2** 9.7.2 all proceeds of Products described in 9.7.1
- 9.8** On the request of Snell Packaging & Safety the Customer will promptly execute any document and do anything else required by Snell Packaging & Safety to ensure that the security interest created under this agreement constitutes a first ranking perfected security interest over the goods and their proceeds including providing any information reasonably required to complete a financing statement or a financing change statement. The Customer waives any right to receive a copy of the verification statement under the PPSA.

10. PAYMENT ALLOCATION

- 10.1** Snell Packaging & Safety may in its discretion allocate any payment received from the Customer towards any invoice due and owing to Snell Packaging & Safety determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by

Snell Packaging & Safety, payment shall be deemed to be allocated in such manner as preserves the maximum value of Snell Packaging & Safety's purchase money security interest in the Products.

Products from Snell Packaging & Safety for the purposes of a business in terms of section 2 and 43 of that Act.

11. DISPUTES AND RETURNS

- 11.1 The Customer must notify Snell Packaging & Safety of any claim relating to the Products within seven (7) days of delivery of the Products.
- 11.2 No Products will be accepted for return without the prior consent of Snell Packaging & Safety. Any Products considered for return must be accompanied by the packing slip and must be in original unused, undamaged, resaleable condition. All costs associated returns are the responsibility of the Customers.
- 11.3 11.3 No returns for change of mind will be considered for Products which are not a manufacturers standard stock.

12. LIABILITY

- 12.1 The Consumer Guarantees Act 1993, The Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Snell Packaging & Safety which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Snell Packaging & Safety, Snell Packaging & Safety's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 12.2 Subject to clause 12.1:
 - 12.2.1 The parties shall indemnify one another against all claims and for direct loss, costs and expenses arising from or incurred in connection with any negligence or non-performance or breach by a party of any of its obligations under or arising out of these terms; and
 - 12.2.2 Neither party shall under any circumstances have any liability to the other party or any third party in respect of any indirect, consequential, incidental or special loss or damage, loss of profit or loss of opportunity. The exclusions and limitations of liability shall not apply in cases of deliberate intent, gross negligence, warranty claims, damage to life, limb or health, or to the extent any applicable product liability laws apply.

13. WARRANTY

- 13.1 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Products except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.

14. CONSUMER GUARANTEES ACT

- 14.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires

15. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 15.1 If the Customer is a company or trust, the directors) or trustee(s) signing this contract, in consideration for Snell Packaging & Safety agreeing to supply Products and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Snell Packaging & Safety the payment of any and all monies now or hereafter owed by the Customer to Snell Packaging & Safety and indemnify Snell Packaging & Safety against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.
- 15.2 The personal liability of the signatory includes the obligation to pay any reasonable expenses, disbursements and legal costs incurred by Snell Packaging & Safety in the enforcement of any rights contained in this contract, including any reasonable solicitor's fees or debt collection agency fees.

16. AMENDMENTS

- 16.1 Snell Packaging & Safety has the right to amend the terms with 20 business days written notice by providing a copy of the amended terms via email to the Customer. By continuing to place an order with Snell Packaging & Safety following the amendment notice, the Customer will be deemed to have agreed to the amended terms.

17. MISCELLANEOUS

- 17.1 Neither party shall be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control, provided the Customer's failure to pay an invoice issued in accordance with these terms is never a matter that is beyond the Customer's control.
- 17.2 Failure by either party to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations that party has under this contract.
- 17.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 17.4 This Agreement shall be governed by and construed in accordance with the laws of New Zealand and the parties submit to the exclusive jurisdiction of the Courts of New Zealand.