

STYLISH CLOTHING CO (1988) LIMITED

CONDITIONS OF SUPPLY

All Sales by this company shall be subject to the following terms and conditions. This company contracts only on such terms and conditions. Orders will be fulfilled and goods delivered upon the basis that the Purchaser has accepted the said terms and conditions and no variation therefrom or additions thereto (where purported to be included as a term of the contract by the Purchaser or otherwise) shall be recognised by this company unless such variation or addition has been expressly accepted by this company in writing by the marketing Manager thereof.

COMPLETE IF SOLE TRADER / PARTNERSHIP

	SOLE TRADER / PARTNER 1	PARTNER 2	PARTNER 3
FULL NAME			
PRIVATE STREET ADDRESS			
PRIVATE PHONE NO.			
IDENTIFICATION DRIVERS LICENCE NO.			

COMPLETE IF PTY LTD COMPANY

NAME & ADDRESS OF DIRECTORS: _____

I/WE AUTHORISE STYLISH CLOTHING CO (1988) LTD TO CONTACT THE FOLLOWING, DIRECT TO MAKE ENQUIRES AS TO OUR CREDIT WORTHINESS AND TO OBTAIN REPORTS FROM CREDIT REPORTING AGENCIES TRADE REFERENCES: (MUST BE OF A SIMILAR DOLLAR VALUE TO THE LEVEL OF CREDIT SOUGHT)

	COMPANY	TELEPHONE NUMBER
1.		
2.		
3.		

- Definitions:**
 - "Supplier" shall mean Stylish Clothing Company (1988) Limited and its successors and assigns.
 - "Customer" shall mean the customer or any person or supplier acting on behalf of and with the authority of the customer.
 - "Guarantor" shall mean the person (or persons or entity) who agrees to be liable for the debts of the customer if a limited liability company on a principal debtor basis.
 - "Goods and services" shall have the same meaning as in section 2 of the Goods & Services Tax Act 1985.
 - "Price" shall mean the cost of the goods and/or services as agreed between the supplier and the customer.
 - "PPSA" shall mean the Personal Property Securities Act 1999.
- Application:**

The conditions of supply forms the basis on which the supplier supplies goods and/or services to the customer. Each such supply and sale shall be effected pursuant to the terms of these conditions of supply (unless in any specific case specifically agreed otherwise in writing). Any invoice or other document evidencing or describing any goods or services incorporated forming part of the contract. In further consideration of the supplier supplying goods and/or services the customer hereby irrevocably acknowledges and admits that any previous or prior supplier of goods and/or services shall be deemed to have been supplied in accordance with these conditions of supply and as such these conditions of supply shall relate to all or any supplies by the supplier to the customer.
- Acceptance:**

Any instructions received by the supplier from the customer for the supply of goods shall constitute acceptance of and assent to the conditions of supply contained herein. Upon acceptance of these conditions of supply by the customer, the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written notice of the manager of the supplier.
- Goods/Services:**

The goods and/or services may be described in the invoices, quotations, work authorisation or any other work commencement forms as may be provided by the supplier to the customer.
- Price:**

The customer must pay the price for goods and/or services indicated on the invoice (or other similar document), which is provided by the supplier for the goods and/or services. The customer acknowledges that the supplier may alter prices without notice and prices charged may be different from prices provided at the time of order.
- Default and consequences of default:**
 - Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% per calendar month and shall accrue at such rate after as well as before any judgement.
 - If the customer defaults in payment of any invoice when due, the customer shall indemnify the supplier from and against all the supplier's legal costs and disbursements calculated on a solicitor and own client basis and in addition if a collector has been instructed all or any debt collection costs and any commission charged.
 - Without prejudice to any other remedies the supplier may have, if at any time the customer is in breach of any obligation (including those relating to payment) the supplier may suspend or terminate the supply of goods to the customer and any of its other obligations under the conditions of supply. The supplier will not be liable to the customer for any loss or damage the customer suffers because the supplier exercised its rights under this clause.
- Risk, ownership and security interest:**
 - If the supplier retains property in the goods nonetheless all risks and the obligation to pay for the goods passes to the customer on delivery.
 - The customer grants a security interest to the supplier in each and every part of the goods as security for payment of that part and of each other part or parts of the goods and for any other amounts owing by the customer to the supplier from time to time and for the performance by the customer of all the customer's other obligations to the supplier from time to time ("customer's indebtedness and obligations"). For the purposes of Section 36(1)(b) of the PPSA, and to ensure maximum benefit and protection for the supplier by virtue of Section 36(1)(b)(iii) of the PPSA, the customer confirms and agrees that it intends and does grant to the supplier security interest in all of the customer's present and after acquired property except only for any such property in or to which the customer has rights and which has not been supplied by the supplier to the customer, as security for the customer's indebtedness and obligations.
- Cancellations:**

These goods being made to your order for you, no reductions or cancellations accepted unless in writing and received by this company no later than 14 days after our receipt of order. Deliveries will continue unless a written cancellation is received within that time. Buyer's liability for payment will continue notwithstanding any disposition or closure of buyer's business.
- Claims:**

The goods of the company shall be of ordinary trade or to the quality of sample supplied or to the quality specified herein.
All claims of shortages or defects must be submitted to the company in writing within 14 days of delivery of goods.
- Retention of title:**
 - Property in the goods shall not pass (and the customer, upon receipt of same, shall be a bailee only in respect of such goods) until the customer shall have paid all that is owing to the company whether in respect of the purchase price or contingently or otherwise whatsoever. Until such time the customer shall store the goods in such a way that the goods are clearly the property of the company.
 - Prior to obtaining property in the goods, the customer shall be entitled to sell the goods to a third party as agent for the Company provided that the customer shall be fully accountable to the company for proceeds derived from such sales and shall hold such proceeds on trust for the company. The customer shall deposit the proceeds from such sales so as to clearly identify them as the property of the company and provided further that such agency shall be restricted to the sale of the company's goods and shall exclude company liability for any representations made by the customer to any third parties.
 - At all times Stylish Clothing Company (1988) Limited shall be entitled to recover from the customer the value of the goods (as invoiced) as a liquidated sum.
- Delivery:**

The company does not guarantee to deliver if prevented by any cause beyond their immediate control. Delivery may be effected by instalment and each delivery is considered to be a separate contract of sale for the purpose of delivery only and subject to Clause (8) hereof.
- Payment:**

"I hereby agree to pay penalty interest if demanded at the rate of 2.5% per month, i.e. 30% pa on accounts in respect of which payment has not been received by the 20th day of the month following invoice."
- Additional charges:**

"I hereby agree to pay all the costs, charges, commissions and expenses and solicitors costs and disbursements calculated on a solicitor/client basis incurred by Stylish Clothing Company (1988) Limited in respect of any action taken to recover an outstanding debt costs charges or commissions which are properly payable by me."
- Limitation of liability:**

The supplier's liability in any case of defect of fault shall be limited to the purchase price of the goods in respect of which such liability arises. The supplier shall have no further liability or responsibility for any direct, indirect, or consequential injury, loss or damage whatsoever and howsoever arising.
- General:**
 - All goods and services supplied by the supplier is subject to the laws of New Zealand and the supplier takes no responsibility for changes in the law which affect the goods or services supplied. In the case of goods being supplied to Australia customers this agreement is governed by the laws of NSW and applicable laws of the Commonwealth of Australia. The Customer submits to the non-exclusive jurisdiction of the Courts of any State or Territory of Australia as elected by Stylish Clothing Co (1988) Ltd in its absolute discretion.
 - The supplier shall be under no liability whatsoever to the customer for any indirect loss and/or expense (including loss of profit) suffered by the customer arising out of a breach by the supplier of these conditions of supply.
- Privacy Act 1993:**

The customer warrants that all information provided for the supply regarding the customer has been collected in accordance with the principles contained in the Privacy Act 1993 and that the customer has authorised the use or disclosure of that information to the supplier and the further use or disclosure of that information to the supplier and for the further use or disclosure of the information in any way deemed necessary by the supplier for the purposes of collecting the debt from the customer or for the purpose of credit referencing.

PERSONAL GUARANTEE AND INDEMNITY

1. I/We("the guarantor")
being directors ofLimited ("the customer")
in consideration of Stylish Clothing Company (1988) Limited ("the supplier") granting credit to the customer certain
goods and services supplied and / or to be supplied in accordance with the supplier's terms and conditions of trade
(annexed hereto) and at the request of the guarantor as is now acknowledged by the said guarantor do unconditionally
and irrevocably guarantee the due and punctual payment to all monies, now owing to the supplier by the customer and all
further sums of money from time to time owing to the supplier by the customer in respect of such goods and / or services
or any other liability of the customer and due observance and performance by the customer of all its obligations
contained or implied in the said supplier's term and conditions of trade with the supplier. If for any reason the customer
does not pay any amount owing to the supplier the guarantor will immediately on demand pay the relevant amount to the
supplier.
2. I/We further acknowledge and agree that this guarantee and indemnity shall constitute an unconditional and continuing
guarantee and indemnity accordingly shall be irrevocable and remain in full force and effect until the whole of the
monies owing to the supplier by the customer and all obligations herein have been fully paid satisfied and performed.
3. No granting of credit, extension of further credit or granting of time and now waiver, indulgence or neglect to sue on the
supplier's part (whether in respect of the customer or any one of or more of any other guarantor(s) or otherwise and no
failure by any named guarantor to properly execute this guarantee and indemnity shall impart or limit the liability under
this guarantee and indemnity of any guarantor. Without affecting the customer's obligations to the supplier, each
guarantor shall be a principal debtor and liable to the supplier accordingly.
4. If any payment received or recovered by the supplier is avoided by law such payment shall be deemed not to have
discharged the liability of the guarantor, and the guarantor and the supplier shall each be restored to the position in which
they would have been had no such payment been made.
5. This guarantee and indemnity shall bind each of the signatories notwithstanding that one or more of the persons named
as "guarantor" may never execute this guarantee and indemnity.
6. The term "guarantor" whenever used in this guarantee and indemnity shall, if there is more than one person named as
guarantor, mean and refer to each of them individually and both of them together unless the context otherwise requires,
and the obligations and agreements on the part of the guarantor contained in this guarantee indemnity shall bind them
jointly and severally.
7. I/We have been advised to obtain independent legal advice before executing this guarantee but I/We have either waived
or declined to take independent legal advice. I/We understand that I am/ we are liable for all amounts owing (both now
and in the future) by the customer to the supplier.
8. I/We irrevocably authorise the supplier to obtain from any person or company any information which the supplier may
require for credit reference purposes. I/We further irrevocably authorise the supplier to provide any third party, in
response to credit references and enquiries about me/us or by way of information exchanged with credit reference
agencies, details of this guarantee and indemnity and any subsequent dealings that I/We may have with the supplier as a
result of this guarantee being actioned by the supplier.
9. The above information is to be used by the supplier for all purposes in connection with the supplier considering this
guarantee and the subsequent enforcement of the same.

EXECUTED this day of 20

SIGNED by the said guarantor(s):

[Signature] _____	[Signature] _____
[Full name] _____	[Full name] _____
[Address] _____	[Address] _____

in the presence of:

[Signature of witness] _____
 [Full name of witness] _____
 [Occupation] _____
 [Address] _____

STYLISH CLOTHING CO (1988) LTD

15 TAYLORS RD, MORNINGSIDE, AUCKLAND

PH.(09) 8155-922 FAX (09) 8155-924

Email : stylish@ihug.co.nz

TRADING ACCOUNT APPLICATION FORM

1. Trading Account Name:
2. Address:.....
..... Postcode.....
3. Telephone NO:Fax NO:..... Email:.....
4. Trading as: -LTD Company / PTY LTD Company / Partnership/ Private Business
5. Bank:
6. Name of Directors / Partners / Owners:
NameAddress
NameAddress
7. Period of Trading under existing Owners:(Years)
8. Accounts ToPhone.....
9. Address.....
10. Three trade References: --(No Banks, Fashion Agents or credit cards)
(A) Address Phone
(B) Address Phone
(C) Address Phone
11. Authorised Buyer(if other than owners): Name of Directors/ Partners/ Owners:
Name Address
12. In consideration of the Seller supplying goods on account I/We personally Guarantee and severally payment
upon demand of all money owed by the buyer from time to time to the Seller. I/We agree and acknowledge
that as between the Seller and ourselves, we are liable as principal debtor and our liability shall not be lost or
removed by the giving of time or any other act that would release one liable only as a guarantor.
13. I confirm that any supplies made by the supplier to the customer shall be on the supplier's standard terms and
conditions of trade (a copy of which is attached to this application) as may be amended by notice in writing
from time to time and that I have read, understood and accepted those terms and conditions of trade on behalf
of the customer.

SIGNED BY:

Name (print):

For and on behalf of the customer (insert name):

Date: