



Please complete this form and return, either via email to george@snappertackle.co.nz or by post to: 41 Plunket Street Wanganui 4500

Registered company name: _____

Trading name: _____

Address: _____

Business phone:_(_____)_____

Business email: _____

Business website: _www._____

Contact person name: _____

Contact person phone: _____

Contact person email: _____

Contact person role: _____

Accounts department

Leave blank if same contact details as above

Accounts dep. email: _____

Accounts dep. phone: _____

Accountant's name: _____

Terms and conditions of trade:

1. Commencement date:

1.1. Upon acceptance of the Retailer's application by SnapperTackle.

2. Pricing and invoicing:

2.1. All prices are subject to change without notice.

2.2. An order is only deemed to be accepted by SnapperTackle upon it being fulfilled.

2.3. Unless otherwise stated, all prices are exclusive of GST and freight.

2.4. SnapperTackle reserves the right to request full or part payment prior to the dispatch of goods.

3. Payment

3.1. Subject to clause 4, all invoices are due for payment on the 20th of the month following the invoice date, unless;

3.1.1. An agreement has been made otherwise, in writing;

3.1.2. SnapperTackle exercises its rights under clauses 2.4, 4.7, or 4.10.

4. Credit

- 4.1. The Retailer consents to SnapperTackle undertaking periodic credit checks, which may involve contacting other firms with which the Retailer is believed to have/had credit or via a credit bureau. The Retailer consents to any third party releasing to SnapperTackle information relevant to assessing the Retailer's creditworthiness. The Retailer consents to SnapperTackle reporting any default or other account activity to a credit bureau.
- 4.2. The Retailer agrees and acknowledges that this document constitutes a Security Agreement and hereby grants SnapperTackle a security interest in:
 - 4.2.1. any goods supplied by SnapperTackle;
 - 4.2.2. any goods partly containing goods supplied by SnapperTackle (mixed goods);
 - 4.2.3. the proceeds of the sale or disposal of such goods;
 - 4.2.4. all the Retailer's present and after acquired property;
 - 4.2.5. a Purchase Money Security Interest (PMSI) in respect of all goods supplied by SnapperTackle.
- 4.3. SnapperTackle may, at its discretion, register a Security Interest on the Personal Property Security Register (PPSR). SnapperTackle may, at its discretion, charge the Retailer the costs of registering, maintaining and enforcing such a Security Interest, including costs on a solicitor/client basis.
- 4.4. The Retailer agrees that nothing in sections 114(1)(a), 133, 144 of the PPSA shall apply to these Terms of Trade and the Retailer waives its rights to raise and/or challenge pursuant to sections 120(2), 121, 125, 129, and 131 of the PPSA.
- 4.5. SnapperTackle retains ownership of all goods, and/or the proceeds of all goods until paid for in full.
- 4.6. Interest may be charged on overdue invoices at the current overdraft rate of SnapperTackle's principal banker.
- 4.7. Where SnapperTackle considers, in its absolute discretion, the Retailer might be unable to meet its payment obligations, SnapperTackle may without limiting its rights to other remedies, do all or any of the following:
 - 4.7.1. require the Retailer to stop selling or otherwise disposing of the goods or mixed goods;
 - 4.7.2. demand payment of all or part of any sums owing;
 - 4.7.3. without notice, withhold deliveries of goods to the Retailer (including drop shipping deliveries);
 - 4.7.4. enforce any Security Interest.
- 4.8. Where the Retailer has defaulted on any obligation under this agreement, the Retailer grants SnapperTackle (and its agents) the right to enter any property where SnapperTackle, on reasonable grounds, believes secured goods to be held, and uplift those goods. The Retailer indemnifies SnapperTackle for the costs of the same.
- 4.9. The Retailer indemnifies SnapperTackle for any and all costs associated with the enforcement any of these Terms of trade, including legal costs on a solicitor/client basis and all debt collection costs incurred.
- 4.10. The Retailer acknowledges that any credit facility offered by SnapperTackle is entirely discretionary and SnapperTackle reserves the right to withdraw or not offer the Retailer credit at any time without prior notice with all amounts outstanding becoming immediately payable.

5. Returns

- 5.1. The Retailer acknowledges that the Consumer Guarantees Act 1993 does not apply to the supply of goods to the Retailer.
- 5.2. SnapperTackle may, at its discretion, give credit for any goods which are surplus to the Retailer's requirements. Freight will not be credited.

6. Faulty product

- 6.1. If, upon assessment, SnapperTackle deems the goods to be defective, it may (at its sole discretion) either:

- 6.1.1. Replace the goods; or
- 6.1.2. Issue a credit to the Retailer.

6.2. The Retailer will be responsible for the costs associated with returning any damaged or defective goods.

7. Liability

7.1. To the fullest extent permitted by law, SnapperTackle's maximum liability to the Retailer and any third party, including in respect of enforcement or purported enforcement of these terms, in contract, tort, or any principle of legal liability howsoever arising, is limited to the price of the Products under the relevant contract. SnapperTackle will not be liable in any event for any loss of profits or any consequential, indirect or special damage, loss or injury of any kind suffered by the Retailer or any other person.

7.2. The Retailer indemnifies SnapperTackle against all claims, losses, costs, expenses, liabilities or damages suffered or incurred by SnapperTackle arising out of connection with these Terms.

8. Advertising

8.1. The Retailer consents to their name, and relevant information being advertised by SnapperTackle on the SnapperTackle website and in promotional materials.

9. Guarantee

9.1. SnapperTackle may, at its discretion, require the director(s) of the Retailer to guarantee the obligations of the Retailer under these Terms.

10. Purchase orders

10.1. No purchase order submitted to SnapperTackle may purport to alter, reject, replace or otherwise modify any part or all of these Terms and such purported alterations, rejections, replacements, or modifications of these terms will be of no effect.

10.2. If the Retailer submits a Purchase Order specifying a purchase price, such price will be disregarded, and SnapperTackle's current (or previously agreed) pricing will apply.

11. Delivery

11.1. Without prejudice to any rights of SnapperTackle under section 178 of the Contract and Commercial Law Act 2017, goods will be deemed to have been supplied to the Retailer at such time as they have been uplifted from SnapperTackle (or its agents') premises for transport to the Retailer and, from such time, risk in the goods will pass to the Retailer.

12. Intellectual property

12.1. The Retailer irrevocably undertakes not to challenge, infringe, or use for itself, without prior written permission, any of SnapperTackle's intellectual property anywhere in the world and indemnifies SnapperTackle in respect of the same.

13. Modification

13.1. SnapperTackle may modify, amend or update these Terms with 30 calendar days notice to the Retailer via email.

13.2. Continuing to conduct business with SnapperTackle will constitute acceptance of such amended Terms.

13.3. No oral modification, amendment, or discharge of these Terms or the Parties' obligations pursuant to them will be effective.

13.4. Any modification, amendment, or discharge of these Terms or the Parties' obligations pursuant to them must be in writing and signed by an authorised representative of SnapperTackle to be effective.

14. Interpretation

14.1. In this agreement, "SnapperTackle" means any entity from time to time carrying out the business known as SnapperTackle.

14.2. SnapperTackle may assign its rights and obligations under this agreement to a related party at any time and without notice.

To be signed by a company director or duly authorised company officer:

Name: _____

Position: _____

Signed: _____

Date: _____

Thank you for your custom. We endeavour to provide excellent service and product to your business at competitive prices.