

TERMS AND CONDITIONS OF TRADE

Security Interest: I hereby understand that any goods I purchase remain the property of Wholesale Landscapes until they have been fully paid for and grant a security interest in those goods which is capable of being perfected by being registration on the Personal Property Securities Register.

Privacy Act 1993: I authorize you to obtain from any person or entity, and any such person or entity to provide you with any information that you require in response to your credit application and or employment inquiries. I authorize you to furnish to any third party details of this application and any subsequent dealings that I may have with you as a result of this application.

Reservation of Title: That title and property does not pass in either the goods or proceeds from sale or otherwise of the goods to a third party until paid for in full. Upon any sale or other disposition of the goods for value prior to full payment for the goods Wholesale Landscapes shall be legally and beneficially entitled to the proceeds and the debtor must pay such proceeds into a separate bank account and immediately thereafter account to Wholesale Landscapes for such proceeds.

Payment and Accounts: The debtor will pay Wholesale Landscapes for all goods and or services supplied, or any other monies due here under as per the terms set out below.

1. Unless otherwise stated, payment for Goods and Services must be made on or before 20th of the month following date of invoice.
2. Should Wholesale Landscapes not receive payment, all costs of the collections process will be payable by the customer. We reserve the right to charge a minimum of \$10, or interest at the rate of 5%, whatever is greatest, on accounts overdue by 30 days until the date the goods are paid in full. In the event of court proceedings being issued for non-payment, all costs, including our legal fees, will be payable by the customer. We reserve the right to issue legal proceedings in any court.
3. Wholesale Landscapes reserves the right to withdraw credit facilities in its absolute discretion at any time, and payment shall thereafter be due on the delivery or purchase of any further products supplied.
4. Wholesale Landscapes reserves the right, at any given time, to apply Stop Credit to outstanding accounts, with or without notice.

Delivery of Products

1. The customer agrees that the delivery may involve large trucks and that Wholesale Landscapes is not liable for any damage caused to the site including but not limited to kerbing, footpaths, driveways, lawns, trees and plants.
2. It is the responsibility of the customer to provide the correct delivery address. If the delivery is unable to be completed by Wholesale Landscapes due to the fault of the customer, the customer will be charged the full delivery fee.
3. If Wholesale Landscapes is unable to deliver the product due to inadequate site access, Wholesale Landscapes may cancel the delivery or deliver at a different point discussed with the customer. If the customer is not on site or cannot be contacted the driver will unload the product where they deem appropriate. If Wholesale Landscapes cancels the contract, the customer may still be charged the delivery fee. If the truck gets stuck the customer may be charged for removing the truck from the site.
4. The customer agrees that the customer is responsible for the costs of any damage that was not caused by the Wholesale Landscapes delivery truck.
5. All delivered pricing is based on suitable access and site conditions for HPMV truck & trailer units.

Disclaimer of Liability:

- As media, natural materials and wood pellets, are made from batch to batch, strict control cannot be exercised over all the conditions including weather, plant and property management, before, during and after any use. No responsibility will be accepted by Wholesale Landscapes under any circumstances for any failure in performance, loss, damage or injury in whether direct or indirect consequential arising from storage, handling, mixing or use of these products. The purchaser shall bear sole responsibility for the correct selection, use and application of this product and acknowledges that the purchaser is buying this product in reliance on the purchaser's skill or judgement and not that of Wholesale Landscapes. Liability of Wholesale Landscapes for any loss or damage whatsoever and howsoever caused (including loss or damage caused by the negligence of Wholesale Landscapes or its servants or agents or sub-contractors) arising out of or in connection with the sale of the products supplied shall be limited to either replacement of the products, or, at the option of Wholesale Landscapes a refund of the purchase price. In particular and without limiting the generality of this clause Wholesale Landscapes shall in no circumstances be liable for economic or consequential losses.

Product Returns: Acceptance of any returns is at the absolute discretion of Wholesale Landscapes.

Contracts: Wholesale Landscapes reserves the right to cancel any contract upon the occurrence of any of the following events:

- The buyer refusing to accept any of the products ordered;
- The buyer breaching or failing to perform any of the other provisions of these conditions of sale whether material or not;
- The buyer committing an act of bankruptcy, or act of insolvency deeming it liable to be liquidated or going into liquidation or statutory management;
- The buyer making a composition with its or his creditors whether sanctioned by the High Court or by common law;
- Any other event which gives Wholesale Landscapes reasonable ground to conclude that the buyer may not be able to perform or observe its obligations to Wholesale Landscapes.

Wholesale Landscapes shall not be liable to the buyer for any damage, loss, defect or delay caused beyond Wholesale Landscapes reasonable control including but not limited to strikes, lock-outs, theft, damage to plant, machinery or buildings, Government interference, and any other forces majeure.

Wholesale Landscapes shall be entitled to charge the buyer for the actual costs, as between solicitor and client or otherwise, of enforcement or overdue accounts.

These conditions of sale and the contracts to which they relate shall be governed by New Zealand Law, and the buyer consents to the exclusive jurisdiction of the New Zealand Courts closest to the proposed place of business of Wholesale Landscapes in any and all actions and proceedings between the parties, whether arising under any contract for the sale of products or otherwise.

Failure by Wholesale Landscapes 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 Wholesale Landscapes has under this contract.

Personal property securities act 1999

The client agrees that the provisions here in constitute a Security Interest in Personal Property (as those terms defined in the Personal Property Securities Act 1999 ("PPSA") in respect of which the contractor may register a financing statement on the Personal Property Securities register.

The client hereby waives its rights contained in sections 116,119,120(2), 121,125,126,127,129,131 and 132 of the PPSA.

Change of Details: The customer must notify Wholesale Landscapes of any change in any of the details provided by it on the Credit Account Application within 7 days of such change occurring.

Personal Guarantee: I am a director and / or trustee and / or shareholder of the Company named in this application and as such I guarantee to make good any overdue monies owed by the company in the event of the company being placed in receivership, ceasing trading or being wound up.

If any provision of this contract should be invalid or illegal or unenforceable the validity or existence legality and enforceability of the remaining provisions shall be not affected, prejudiced or impaired.