



CREDIT APPLICATION

PO Box 31305, Lower Hutt, 5040, Telephone 04) 5862395, E-mail: info@youthbeauty.co.nz

*Please note a 1.75% Credit Credit surcharge applicable on card payments for 20th of the month accounts statement payments. If pay per invoice, no Credit Card Surcharge charged.

To be completed by applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf.

Date: _____ Ref No. _____

BUSINESS DETAILS

TRADE NAME: _____

Full Legal Name: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

Postcode: _____ Postcode: _____

LEGAL ENTITY TYPE: Sole Trader Company Partnership Other

Company Number: _____ Date Established: _____

DETAILS OF OWNERS / PARTNERS/DIRECTORS

Name: _____ Name: _____

Home Address: _____ Home Address: _____

Postcode: _____ Postcode: _____

Home Phone: _____ Home Phone: _____

TRADE REFERENCES

Business Name 1: _____ Business Name 2: _____

Address or A/C No: _____ Address or A/C No: _____

Phone: _____ Phone: _____

DECLARATION:-

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) which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director or a shareholder (owning at least 15% of the shares) I shall be personally liable for the performance of the Buyer's obligations under this contract.**

SIGNED: _____ SIGNED: _____

Name: _____ Name: _____

Position: _____ Position: _____

ID: _____ ID: _____

DOB: _____ Date: _____ DOB: _____ Date: _____

YOUTH BEAUTY LIMITED - TERMS AND CONDITIONS OF SALE

DEFINITIONS

- 1.1. The "Company" shall mean Youth Beauty Ltd its successors and assigns or any person acting on behalf of and with the authority of Youth Beauty Ltd.
- 1.2. "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by the Company to the Customer.
- 1.3. "Guarantor" means that person (or persons), or entity, who agrees to be liable for the debts of the Customer on a Principal debtor basis.
- 1.4. "Goods" shall mean Goods supplied by the Company to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and includes Goods described on any invoices, quotation, work authorisation or any other forms as provided by the Company to the Customer.
- 1.5. "Services" shall mean all services supplied by the Company to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6. "Price" shall mean the price payable for the Goods as agreed between the Company and the Customer in accordance with clause 4 of this contract.

2. INCORPORATION OF TERMS

- 2.1. The following Terms and Conditions of Sale shall be deemed incorporated in and shall form part of all contracts involving products and services (herein after referred to as "goods") supplied by the Company.
- 2.2. Receipt of any order will be deemed acceptance by the buyer of these terms, notwithstanding anything that may be stated to the contrary in the buyer's orders.
- 2.3. The following Terms and Conditions of Sale shall prevail despite any indication to the contrary by any person action or purporting to act on the Company's behalf. Accordingly, you must attain written confirmation of all variations (including all representations or understandings which may conflict with one or more conditions contained within these Terms and Condition of Sale).

3. ACCEPTANCE

- 3.1. Any instructions received by the Company from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Company shall constitute acceptance of the terms and conditions contained herein.
- 3.2. Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 3.3. Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of the Company.
- 3.4. The Customer shall give the Company not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by the Company as a result of the Customer's failure to comply with this clause.

PRICE

- 4.1. Unless otherwise stated all prices quoted are exclusive of Goods & Services Tax (GST), insurance, freight and
- 4.2. handling charges in addition to the quoted prices. The Company reserves the right to revise its prices at any time prior to accepting an order. Receipt of order by the Company from the customer does not constitute acceptance by the Company.
- 4.3. The prices quoted may be revised by the Company subsequent to accepting an order in the event of any occurrence affecting delivery caused by War, Government action, variation in Customs duties, increased shipping charges, higher foreign exchange costs and any other matter beyond the control of the Company. In that event the Customer shall have the right to withdraw its order.
- 4.4. Barter card is available on request. Conditions Apply

5. PAYMENT

- 5.1. All transactions will be processed in New Zealand dollars
- 5.2. Unless otherwise agreed in writing by the Company, payment for goods supplied is to be made in accordance with the terms of trade agreed with the Customer at the time of application for credit and in accordance with any subsequent arrangements entered into and confirmed in writing by the Company.
- 5.3. Payment for goods supplied on a "cash" basis is to be made before or at the time the goods are uplifted or dispatched.
- 5.4. A Customer whose account has a 60 day balance after the 20th of the month following due date will be placed on CASH ONLY terms until the account is bought within the approved trading terms, and at which time normal credit arrangements restored.
- 5.5. A Customer whose account has a 90 day balance after the 20th of the second month following the due date will be placed on NO FURTHER SUPPLY and all technical support for unpaid goods will be withdrawn until the account is cleared in full and normal trading conditions are restored.
- 5.6. The Customer shall not be entitled to withhold payment or to make any deduction from the contract price without the prior written consent of the Company.
- 5.7. Receipt of cheque, bill of exchange or other negotiable instrument by the Company shall not constitute payment and the Customer will remain liable for the full contract price until such cheque, bill of exchange or negotiable instrument is paid in full.

- 5.8. Credit Card payments: No credit card fee will be charged for all

normal purchases (under \$5000) paid by invoice due date. 1.75% finance fee will be added to any Monthly statement payments by account holders, invoices over \$5000, Overdue invoices, and on any fixed monthly payment plans, rentals or higher purchases are set up with credit card payment.

6. DEFAULT & CONSEQUENCES OF DEFAULT

- 6.1. 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 such interest shall compound monthly at such a rate after as well as before any judgment.
- 6.2. If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Company from and against all costs and disbursements incurred by the Company in pursuing the debt including legal costs on a solicitor and own client basis and the Company's collection agency costs.
- 6.3. Without prejudice to any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment); the Company may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Company will not be liable to the Customer for any loss or damage the Customer suffers because the Company has exercised its rights under this clause.
- 6.4. If any account remains overdue after thirty (30) days then an amount of the greater of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) shall be levied for administration fees which sum shall become immediately due and payable.
- 6.5. Without prejudice to the Company's other remedies at law the Company shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Company shall, whether or not due for payment, become immediately payable in the event that:
 - A. any money payable to the Company becomes overdue, or in the Company's opinion the Customer will be unable to meet its payments as they fall due; or
 - B. the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - C. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

2 SECURITY AND CHARGE

- Despite anything to the contrary contained herein or any other rights which the Company may have howsoever:
- a. where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Company or the Company's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Company (or the Company's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.
 - b. should the Company elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Company from and against all the Company's costs and disbursements including legal costs on a solicitor and own client basis.
 - c. the Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint the Company or the Company's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause.

7. DELIVERY

- 7.1. Goods are offered subject to availability and the company shall not be responsible or liable in any way to the buyer for delays or defaults or consequential loss or damage arising there from.
- 7.2. Delivery of goods shall be made to the place indicated in the order or if no place is indicated then delivery shall be made to the Customers place of business as per current details of this location held by the Company. The Company will take all reasonable steps to make delivery at the time requested by the customer but shall not be responsible for delays or defaults or consequential loss or damage arising there from.
- 7.3. The Company reserves the right to deliver the goods by instalments and each instalment shall be deemed to be a separate order under the same provisions as the main order. Should the Company fail to deliver or make effective delivery of one or more instalments this shall not entitle the Customer to repudiate the main contract.
- 7.4. Delivery of 10% more or less in the quantity of the goods ordered by the Customer shall constitute performance of any order, the amount under or over supplied to be deducted or charged for on a pro-rata basis.
- 7.5. No claim for any discrepancy of shortage in the goods delivered will be admitted unless it is made in writing to the company within 48 hours of delivery.
- 7.6. Delivery of the Goods shall take place when the Customer takes possession of the Goods at the Customer's nominated address (in the event that the Goods are delivered by the Company or the Company's nominated carrier).
- 7.7. At the Company's sole discretion the costs of delivery are: A. included in the Price; or B. in addition to the Price; or C. for the Customer's account.
- 7.8. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then the Company shall

- 7.9. be entitled to charge a reasonable fee for redelivery.
- 7.9. Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 7.10. The failure of the Company to deliver shall not entitle either party to treat this contract as repudiated.
- 7.11. The Company shall not be liable for any loss or damage whatever due to failure by the Company to deliver the Goods (or any of them) promptly or at all.

8. GOODS RETURNED FOR CREDIT

- 8.1. Unless agreed in writing by the issuance of a Return Materials Authorisation (RMA) form by the Company, no goods will be accepted for credit after despatch. If the Company agrees to accept the goods for credit, the Company will credit the Customer the invoice value less the restocking fee, less freight charges, on return of the goods ordered in saleable condition.
- 8.2. No goods will be accepted for credit after 30 days from date of the invoice on which such goods are described.
- 8.3. Goods returned must be in as new condition in the manufacturers (or supplier's) original containers, unsoiled and undamaged.
- 8.4. Goods returned must be accompanied by number and date of supplying invoice and a valid RMA number, which must be clearly displayed, on the packages(s).
- 8.5. No goods will be accepted for credit where original packaging is damaged, is not provided or any shrink-wrap packaging is broken or seals on packaging is broken or any part of goods originally supplied are missing, damaged or their respective packaging is damaged.
- 8.6. Must not be a procured item.

9. CANCELLATION

- 9.1. The Company may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Company shall repay to the Customer any sums paid in respect of the Price. The Company shall not be liable for any loss or damage whatever arising from such cancellation.
- 9.2. In the event that the Customer cancels delivery of Goods the Customer shall be liable for any loss incurred by the Company (including, but not limited to, any loss of profits) up to the time of cancellation.
- 9.3. In the event that a Customer cancels any order subsequent to despatch by the Company to the Customer (regardless of whether or not the order(s) has/have been delivered to the Customer) the Company will credit the Customer for the order value less the restock fee (as per clause 8) on return in saleable condition of the items ordered provided such returns are within 7 days of despatch. Freight charges will not be credited.

10. DEFECTS

- 10.1. The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Company of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Company an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Company has agreed in writing that the Customer is entitled to reject, the Company's liability is limited to either (at the Company's discretion) replacing the Goods or repairing the Goods.
- 10.2. Goods will not be accepted for return other than in accordance with 10.1 above.

11. RESTOCKING FEE

- 11.1. All goods ordered in error by the Customer or goods the Customer wishes to return are subject to a restock fee. The restock fee is \$20.00 or 3% of the original invoice value of the goods, whichever is the greater.
12. RISK AND TITLE TO GOODS
- 12.1. The goods shall remain the property of the Company so long as the customer owes the Company any money.
- 12.2. Risk in any goods supplied shall pass to the Customer at the point of delivery.

- 12.3. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Company is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Company is sufficient evidence of the Company's rights to receive the insurance proceeds without the need for any person dealing with the Company to make further enquiries.
- 12.4. Until payment in full is made in terms of clauses 3.1 and 3.2;
 - a. All goods supplied shall remain the sole and absolute property of the Company.
 - b. The Customer acknowledges that he retains possession of the goods in trust for the Company as the beneficial owner.
 - c. The buyer shall store the goods on his premises in such a manner as to make them readily identifiable as belonging to the Company and shall display such identification as may from time to time be requested by the Company.
 - d. The buyer will upon demand being made by notice in writing signed by the Company of some person appointed by it for such purpose and served or posted to the buyer at its place of business registered office or residential address, assign all proceeds of the sale to the Company.

Initials: _____

e. Where the Company has reasonable cause to believe the buyer has not strictly complied with the Terms and Conditions or that the buyer has or will commit an act of Bankruptcy or (being a Company) has had a receiver appointed or is about to be appointed or is declared or becomes insolvent, the company may repossess any or all of the goods supplied and may at any time of the day or night enter by force if necessary upon any premises where such goods are reasonably thought to be stored. The Customer shall indemnify the Company against any claims, costs and liabilities arising from the exercise of this right of entry.

g. The Customer shall reimburse the Company for all liabilities and expenses (including legal expenses) incurred by it in enforcing or attempting to enforce any right it has pursuant to these Terms and Conditions.

12.5. It is further agreed that:

- a. where practicable the Goods shall be kept separate and identifiable until the Company shall have received payment and all other obligations of the Customer are met; and
- b. Until such time as ownership of the Goods shall pass from the Company to the Customer the Company may give notice in writing to the Customer to return the Goods or any of them to the Company. Upon such notice being given the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
- c. the Customer is only a bailee of the Goods and until such time as the Company has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods on trust for the Company; and
- d. until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that the Company will be the owner of the end products; and
- e. if the Customer fails to return the Goods to the Company then the Company or the Company's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated as the invitee of the Customer and take possession of the Goods, and the Company will not be liable for any reasonable loss or damage suffered as a result of any action by the Company under this clause.

13. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

13.1. Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:

- a. these terms and conditions constitute a security agreement for the purposes of the PPSA; and
- b. A security interest is taken in all Goods previously supplied by the Company to the Customer (if any) and all Goods that will be supplied in the future by the Company to the Customer.

13.2. The Customer undertakes to:

- a. sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Company may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- b. indemnify, and upon demand reimburse, the Company for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
- c. not register a financing change statement or a change demand without the prior written consent of the Company; and
- d. Immediately advise the Company of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

13.3. The Company and the Customer agree that nothing in sections 114(1) (a), 133 and 134 of the PPSA shall apply to these terms and conditions.

13.4. The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

13.5. Unless otherwise agreed to in writing by the Company, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

13.6. The Customer shall unconditionally ratify any actions taken by the Company under clauses 13.1 to 13.5.

14. CONSUMER GUARANTEES ACT

14.1. If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Company to the Customer.

14.2. Where the Company supplies goods to the Customer as a "consumer" as defined in the Act for a non-business purpose the Act will apply and prevail over any contrary provision in these Terms and Conditions.

14.3. Where in any case the Customer is a "supplier" (as that term is defined in Section 2 of the Act) then;

- a. The Customer shall notify any "consumer" prior to any sale of any defects or limitations in the goods and/or any common purpose for which the goods are not suitable.
- b. The Customer shall, to the extent that the consumer is acquiring goods for the purposes of a business contract out of the provisions of the Act to the extent permitted by law and shall not give or make any undertaking, assertion or representation to such customers in relation to the goods without the Company's prior approval in writing.

14.4. The Customer acknowledges that the Company does not provide any Express Guarantees (as defined in the Act) other than those expressly confirmed by the Company in writing.

14.5. The Customer agrees to indemnify the company against any liability of cost incurred by the Company under the Act as a result of any breach by the Customer of its obligations contained in these Terms and conditions of sales. The Customer agrees to notify the Company in writing as soon as is reasonable of any defects in the goods and the nature of such defects.

14.6. Whenever the Act does not apply to this contract the Company accepts no liability for any claim in respect of the goods by the Customer or any other person, including without limitation any claim relation to or arising from any conditions, warranties, descriptions, representations, conditions as to fitness or suitability for any purpose, tolerance to any conditions, merchantability or otherwise, whether express or implied by law. Trade custom or otherwise or any representations, warranties, conditions or agreement made by the Customer which are not expressly confirmed by the Company in writing and the customer agrees to indemnify the Company against any such claim.

15. EXCLUSION OF LIABILITY

15.1. The Company shall not be responsible for any damages whatsoever caused either to the products supplied or as a result of the malfunction of such products in the event that such products are fitted by unqualified tradesman or if such products be fitted in any non Tradesman like manner and or/if such products are in any way adapted to a use to which they are not specifically intended and/or if such products be added to or repaired using components not recommended or approved by the manufacturer of such products.

15.2. The company will not accept responsibility for damage resulting from customer misuse, tampering, unauthorised modification, improper transportation or storage, or accident. The Company shall not be liable for incidental or consequential damages arising from the sale or use of goods supplied by the Company. Such damages include, but are not limited to, costs of removal and reinstallation of goods costs of testing, loss of goodwill, loss of profits, or loss of use.

16. GUARANTEES AND CONDITIONS

16.1. Except as provided under the Consumer Guarantees Act or in sub-clause 13, no warranty or condition shall be implied herein against the Company by Statue, Common Law, Law Merchant or otherwise howsoever and no representation or express condition or warranty shall be binding on the Company, unless it be in writing and signed for on the Company's behalf.

16.2. For Goods not manufactured by the Company, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Company shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

17. PRIVACY ACT 1993

17.1. The Customer and the Guarantor/s (if separate to the Customer) authorises the Company to:

- a. collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and
- b. Disclose information about the Customer, whether collected by the Company from the Customer directly or obtained by the Company from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

17.2. Where the Customer and/or Guarantors are an individual the authorities under clause 17.1 are authorities or consents for the purposes of the Privacy Act 1993.

17.3. The Customer and/or Guarantors shall have the right to request the Company for a copy of the information about the Customer and/or Guarantors retained by the Company and the right to request the Company to correct any incorrect information about the Customer and/or Guarantors held by the Company.

18. ASSIGNMENT

18.1. The Customer may not assign all or any of its rights or obligations under the contract without the prior written consent of the Company.

19. DISPUTES

19.1. Any dispute as to goods or services supplied by the Company will not be considered except if bought to the Company's attention within (7) days of supply.

20. CUSTOMER'S DISCLAIMER

20.1. The Customer hereby disclaims any right to rescind, or cancel any contract with the Company or to sue for damages or to claim restitution arising out of any misrepresentation made to the Customer by the Company and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.

21. GENERAL

21.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

21.2. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.

21.3. The Company shall be under no liability whatever 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 Company of these terms and conditions.

21.4. In the event of any breach of this contract by the Company the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

21.5. The Customer shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Customer by the Company.

21.6. The Company may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

21.7. The Company reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which the Company notifies the Customer of such change.

21.8. The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if section 15(d) were omitted from the Contractual Remedies Act 1979.

21.9. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

21.10. The failure by the Company to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Company's right to subsequently enforce that provision.

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