



Customer Number:

Customer Trade Account Application

Providing all details at the time of completing this application will avoid delays for this application to be processed.

Please refer to the checklist on page 4.

Return Your completed application via:

Email: admin@golfandirrigation.co.nz

Post: PO Box 223, Pukekohe, 2340

1. Account Information

Type of legal entity:	<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Joint Account <i>(two sole traders)</i>	<input type="checkbox"/> Partnership
	<input type="checkbox"/> Company	<input type="checkbox"/> Limited Partnership	Other (specify)
	<input type="checkbox"/> Trust <i>(must provide a Trust Deed cover page and the page listing all trustees, along with subsequent documents removing or appointing trustees)</i>		
<i>*Companies, Limited Partnerships & Trusts must complete section 7 - Personal Guarantee of Indebtedness.</i>			
Account Name: <i>(Legal Entity)</i>			
Trading Name: <i>(If different)</i>			
GST No:			
Postal Address:			
Physical Address:			
Contact Details:	Ph:	Email:	

2. Account Contacts & Communication *(who we should contact for all account information)*

Account Primary Contact	
Name:	
Role:	
Phone No:	
Email:	
Account Secondary Contact	
Name:	
Role:	
Phone No:	
Email:	
Email Statements & Invoices	
Primary Contact <input type="checkbox"/>	Secondary Contact <input type="checkbox"/>

3. Expected Spend

Expected maximum monthly spend (for evaluation of credit limit)	\$
Or Cash Only Account (payment must be made at time of purchase)	<input type="checkbox"/>
If Your expected maximum monthly spend is over \$100,000.00 You will need to complete a Statement of Financial Position form. Please email admin@golfandirrigation.co.nz	

4. Bank Information (for payment of proceeds)

Please attached one of the following approved documentation forms showing the account name and bank account number:

<input type="checkbox"/> Deposit Slip	Screenshot of online banking
<input type="checkbox"/> Bank Statement	Photograph/PDF's of original documentation form

5. Signatures (All individuals/partners/trustees must sign, at least one director/authorised signatory must sign for a company (if not director, please provide proof of authority to sign))

I/We acknowledge, warrant and agree that:

- I/We are authorised signatories of the Customer;
- The information provided to Golf & Irrigation in this Application is true and correct;
- I/We and each person signing this application for and on behalf of the Customer, or as Guarantor, irrevocably authorise Golf & Irrigation to make enquiries as it considers appropriate (including to credit reference agencies, bankers, solicitors, insurers and financial advisers), and authorises any disclosure for that purpose; and
- As stated in clause 6 of the Terms of Trade, where Golf & Irrigation is offering deferred payment, it may register a specific security interest against the Customer.
- If Golf & Irrigation is acting as agent for the purchaser or vendor in respect of any sale, Golf & Irrigation may sell the goods to the purchaser for a different price than that paid to the vendor and may receive a commission from both purchaser and vendor.
- I/We are bound by Golf & Irrigation 's Terms of Trade for Customer Trade Accounts (and any other variation under clause 14.6) attached to this form in their entirety. Golf & Irrigation updates its Terms of Trade from time to time. A current copy is available in hard copy form on request.
- Some of my/our transactions through Golf & Irrigation may be covered by their own particular contract terms, and when those charges are debited to my/our Golf & Irrigation Customer Trade Account, then Golf & Irrigation 's Terms of Trade for Customer Trade Accounts also apply to the extent Golf & Irrigation deems relevant.
- Once this Customer Trade Account is opened, any one of the signatories and account contacts is authorised to operate this account and enter into any contracts with Golf & Irrigation in the Customer's name.

Full Name:	Signature:	Date Signed:
Role/Position:	Email:	
Date of Birth:	Mobile:	
Address:		

Full Name:	Signature:	Date Signed:
Role/Position:	Email:	
Date of Birth:	Mobile:	
Address:		

Full Name:	Signature:	Date Signed:
Role/Position:	Email:	
Date of Birth:	Mobile:	
Address:		

All signatories must provide a copy of photo ID of either a Drivers Licence or Passport with this application. Note the ID provided will also be used to verify the signature of the above signed.

6. Personal Guarantee of Indebtedness (For Company/Trust/Limited/Partnership only)

Please Read & Sign

To: Golf & Irrigation, including Golf & Irrigation's principal when Golf & Irrigation is acting as agent.

In consideration of Golf & Irrigation giving deferred payment terms to the Customer under a Customer Trade Account or any other contract with Golf & Irrigation at the Guarantor's request, the Guarantor:

1. Guarantees the Customer will perform all of the Customer's obligations owed to Golf & Irrigation at any time under any contract, including the annexed Terms of Trade.
2. Guarantees the Customer's obligations as a principal debtor and guarantees any and all obligations or liabilities that the Customer owes to Golf & Irrigation as at the date of signing this guarantee, as well as any and all future obligations and liabilities under any contract between the Customer and Golf & Irrigation.
3. Agrees:
 - (a) not to prove in any bankruptcy or liquidation of the Customer in competition with Golf & Irrigation; and
 - (b) that the failure of any person named as a Guarantor to sign this guarantee will not invalidate the guarantee of those who do sign it.
4. Waives all rights as surety and accepts responsibility for the performance of the Customer's obligations as if primarily liable for them.
5. Acknowledges and agrees that:
 - (a) the guarantee is a continuing guarantee; and
 - (b) the guarantee is given jointly and severally (if there is more than one person named as Guarantor); and
 - (c) the guarantee will continue if the credit limit is amended and/or if the Customer enters into any new contracts with Golf & Irrigation after the date that this guarantee is signed, and/or if the terms of any contract with Golf & Irrigation or any of its terms (including the annexed Customer Account Terms of Trade) are changed. Golf & Irrigation does not have to advise You if any such changes occur; and
 - (d) the guarantee will continue to be binding and at all times enforceable by Golf & Irrigation even if the Customer dies, is placed in liquidation or becomes insolvent (as the case may be); and
 - (e) the guarantee may be relied on by any successor of Golf & Irrigation; and
 - (f) Golf & Irrigation may release or discharge any of the guarantors from liability under this guarantee (or may compromise its claim against any such guarantors) without prejudicing or affecting the rights of Golf & Irrigation against others; and
 - (g) the guarantee is binding even if it is not witnessed or is witnessed incorrectly or by an employee of Golf & Irrigation.

Golf & Irrigation advise that You should take independent legal advice before signing this guarantee (indicate one below)

I/We have read this warning and I/We do not wish to take independent legal advice.

I/We have taken independent legal advice before signing this guarantee.

Date the _____ day of _____ 20__

Guarantor One:	Full Name:	Signature:
Date of Birth:	Residential Address:	
Signed in the presence of:	Full Name:	Signature:
Address:		Occupation:
Guarantor Two:	Full Name:	Signature:
Date of Birth:	Residential Address:	
Signed in the presence of:	Full Name:	Signature:
Address:		Occupation:

All guarantors must provide a copy of photo ID of either a Drivers Licence or Passport with this application. Note the ID provided will also be used to verify the signature of the above signed.

7. Customer Trade Account Terms of Trade

These terms of trade effective from 1 April 2021 as amended from time to time (Terms) apply to all Products transactions with us; where You have agreed to be bound by these Terms; and/or where You use Your Golf & Irrigation Account.

1. DEFINITIONS

Account means an account to buy Products from or through Golf & Irrigation, including a charge account with deferred payment.

Application means Your application to open an Account.

CCLA means the Contract and Commercial Law Act 2017.

Customer or **You** or **Your** means You as the purchaser of Products from Golf & Irrigation.

Default Event has the meaning given to it in clause 7.1.

Golf & Irrigation, we or **us** means Golf & Irrigation Limited.

PPSA means the Personal Property Securities Act 1999.

PPSR means the Personal Property Securities Register.

Products means all products, merchandise, and services (including services and advice provided for no fee, and including agency products and services) supplied or to be supplied by or through us to You from time to time, including:

- a. The products, merchandise or services described or referred to (whether by item, product category, brand, kind or otherwise) in the delivery docket, invoice or like equivalent document that we give You; and
- b. Solely for the purposes of the application of clauses 5 and 6:
 - i. where any products or merchandise purchased by You from us are Your inventory (as defined in the PPSA), then also inventory for so long as You hold it as such; and
 - ii. any objects, products, or mass which the products or merchandise subsequently become a part of or an accession or accessory to;

Warranty/Warranties means warranties, representations, conditions, guarantees, duties or liabilities, or customer rights.

2. APPLICATION AND ACCOUNT

2.1 You must tell us of any changes to Your contact details or to any of the other information given to us on Your Application. We will assign a Customer number to Your Account. Invoices, statements, and other information directly relating to Your dealings with us will be sent to You electronically unless You request otherwise. We may impose a credit limit on Your Account and alter that credit limit without notice to You. If You exceed Your credit limit, we may refuse to supply Products to You. Once You have opened an Account with us, on Your request we may agree to open a further Account in Your Customer name and details with one of our related companies or business divisions.

2.2 On request by us You will:

- a. arrange for a personal guarantee to be provided in respect of Your obligations to us by a person or entity satisfactory to us in our sole discretion. All personal guarantees provided cover obligations owed to Golf & Irrigation under any Account or separate contract between Golf & Irrigation and the Customer; and
- b. provide, or arrange for another person or entity satisfactory to us in our sole discretion to provide, a bond or other surety in an amount we specify to secure Your obligations to us.

Any such guarantee, bond or other surety must be on such terms as we consider appropriate.

2.3 We may close or suspend Your Account at any time. On closure of Your Account:

- a. all Your rights under these Terms terminate, except for any rights that have accrued to You prior to the closure of Your Account; and
- b. all Your obligations to us continue under these Terms until all of Your obligations to us have been satisfied in full to our satisfaction.

3. ORDERS

3.1 A contract will come into existence between us once Your Product order has been accepted by us. We will accept Your order by giving You a delivery docket or invoice, or electronic confirmation for online purchases. Any additional terms we include on a delivery docket, invoice or electronic confirmation will form part of the contract between us for the relevant Product. You cannot cancel an order for Product after we accept it.

3.2 We will use our reasonable endeavours to source all Products ordered by You and quoted by us. You acknowledge that You are placing an order with us and/or our acceptance of Your order does not guarantee our supply of the Products. If we cannot provide the agreed quantity of Products for any reason, we will not be liable for that short fall and You must take delivery of and pay for such lesser quantity as we are able to supply.

4. TERMS OF PAYMENT

4.1 You will pay us the price plus GST for the Products stated in the delivery docket or invoice plus any applicable freight or incidental charges. Unless we specify otherwise, the price must be paid by You to us by the 20th day of the month following purchase. We may choose to pass on to You external and internal legal costs of payment

processing such as bank cheque processing fees and credit card surcharges for payments You make to us and payments, we make to You. Golf & Irrigation may in its sole discretion write off small credit balances on Your Account for administration efficiency.

- 4.2 Interest on overdue payments not made within the period set out in clause 4.1 will be charged on a daily basis at our current default rate. Any prompt payment or other discounts may be reversed for overdue payments at our discretion.
- 4.3 All amounts payable by You to us will be paid in full in cleared funds, without any set-off, counter claim or deduction. Golf & Irrigation may deduct (without prior notice) any money that You owe to Golf & Irrigation from money that we owe to You or that Golf & Irrigation holds on Your behalf. You authorise Golf & Irrigation to apply (without prior notice) any moneys:
- a. held by Golf & Irrigation or any subsidiary or related company on Your behalf on any account in or towards payment of any amount owing to Golf & Irrigation; and
 - b. received by Golf & Irrigation from You or on Your account in payment of any amount owing to Golf & Irrigation.
- 4.4 Golf & Irrigation may at any time (including when amounts are owing in respect of more than one transaction) apply or appropriate any moneys received from You in any manner (and in any order and to any amounts owing to Golf & Irrigation or any supplier) Golf & Irrigation thinks fit (despite any direction to the contrary and whether before or after any default by You).

5. DELIVERY, TITLE AND RISK

- 5.1 We will not be liable for any delay in delivery of any Products to You. If You do not take delivery by the delivery date specified, You will pay reasonable storage costs until You take delivery.
- 5.2 All Products are at Your risk from the point of loading onto the carrier or being made available for uplifting by You, whether or not You take delivery of the Products at that time.
- 5.3 Ownership of and title to all Products remains with us or the supplier, as the case may be, and only passes to You once all money You owe us, on any account, is paid for in full, or of the Products, the Purchaser has paid for those products; (even if You incorporate the Products with other items, including without limitation those items described in the definition of Products in clause 1). You acknowledge and agree that the retention of title is a security interest for the purposes of the PPSA.
- 5.4 Until title in the Products passes to You:
- a. you hold the Products as our bailee, or the bailee of the supplier, as the case may be; and
 - b. you must store the Products in a manner which will protect them from damage or deterioration, and separately from Your own goods or otherwise ensure that the Products are separately identified or identifiable. We authorise You in the ordinary course of Your business to use the Products or sell them for full consideration. This authority is revoked immediately and automatically on the occurrence of a Default Event and may also be revoked by notice in writing to You at any time in our sole discretion; and
 - c. you must insure the Products for their full insurable value and, if we require, have our or the supplier's interest in the Products noted on Your insurance policy; and
 - d. regardless of section 109 of the PPSA, we may repossess the Products and dispose of them for our own benefit, as the case may be, if a Default Event occurs. For this purpose, we, and/or our agents may at any time without prior notice to You, enter any place where we or they believe the Products may be kept and remain there to take whatever action may be required to repossess the Products. You indemnify us and our agents for all costs and liabilities (including our legal costs on a solicitor/client basis) in connection with the repossession, storage, or resale of the Products (including any shortfall arising from resale at a lower price).
- 5.5 If You sell or use any Products before the transfer of ownership and title in accordance with clause 5.3, the proceeds of such sale or use (in whatever form) are our property, and You must pay all such proceeds to us or otherwise deal with such proceeds as we direct. Nothing in this clause can be construed as authorising any dealing by You with the Products unless we permit. We may sue You for the purchase price even where ownership of the Products has not passed to You.

6. PERSONAL PROPERTY SECURITIES ACT 1999

- 6.1 Where Your Account with us is a charge account with deferred payment, You and each guarantor hereby charge in favour of us all Your present and after-acquired property on the terms contained in the Auckland District Law Society form of General Security Agreement current at the time of signing the Application. For all accounts You also grant to us a specific security interest in all Products (and all proceeds) supplied or to be supplied by or through us and in any objects, products, or mass which the Products subsequently become a part of or an accession or accessory to, so as to secure all payments under these Terms and all moneys owing by You to us from time to time. You will do all things necessary so as to enable us to register financing statements on the PPSR, and to ensure the specific security interest is a first ranking perfected security interest over the Products and any proceeds. We may register a security interest on the PPSR in our name as secured party even where we are acting as an agent.
- 6.2 If the Products the subject of the security interest subsequently become part of some other product or mass, then nothing in these Terms can be construed as limiting the application of sections 82 to 86 of the PPSA. Nothing in section 114(1)(a), 120(1), 122, 133 or 134 of the PPSA applies. Your rights in sections 116, 120(2), 121, 125 to 127, 129 and 131 of

the PPSA do not apply.

- 6.3 You waive Your right under section 148 of the PPSA to be given a copy of any verification statement in relation to any financing statement or financing change statement that we may register. The security interests granted by You take effect as a transfer of any accounts receivable or chattel paper, which are the proceeds of Products.
- 6.4 We may use the benefit of any security interest, security agreement, encumbrance, charge, or mortgage given by You or any guarantor or other grantor of surety to us to secure payment and performance of Your obligations under these Terms. You will not without our prior written consent grant any lien or security interest over the Products to any other party whatsoever nor commit any act or omission that would give any other party a security interest over those Products until all such Products is paid for in full.

7. DEFAULT EVENT

- 7.1 Default Event means any of the following which occurs without our prior written consent:
 - a. you fail to comply with these Terms, or any other contract with us, including failing to pay us on time or exceeding Your approved credit limit; or
 - b. we reasonably believe that You are unlikely to be able to pay any sums owing to us or a supplier of Products, or You become insolvent, bankrupt, or go into receivership or liquidation; or
 - c. information You have given us, or which is given to us on Your behalf, is untrue, misleading, or deceptive in a material respect or otherwise in a way that is material to us in our sole discretion; or
 - d. you no longer carry on business or threaten to cease carrying on business; or
 - e. where You are a company, trust or other organisation, Your ownership or effective control is transferred; or
 - f. the nature of Your business is materially altered; or
 - g. any guarantor or other grantor of surety of Your obligations under these Terms is in default with us, or the events in this clause apply to them; or
 - h. if at any time in our view any Products are at risk.
- 7.2 If a Default Event occurs, then without prejudice to our other remedies:
 - a. we will be entitled to suspend or cancel all or any part of any contract that we have with You which remains unperformed; and
 - b. we may suspend or terminate the supply of Products to You and any of our other obligations to You under these Terms; and
 - c. all amounts outstanding by You under any contract between us and under Your Account, will, whether or not due for payment, immediately become due and payable; and
 - d. you irrevocably give us and our agents without prior notice license to enter any place or premises where we or they believe the Products may be kept and remain there to take whatever action may be required to repossess the Products. You indemnify us and our agents for all costs and liabilities (including our costs on a solicitor/ client basis) in connection with the repossession, storage, or resale of those Products (including any shortfall arising from resale at a lower price); and
 - e. we may enforce any security interest or other security granted to us which secures Your obligations to us; and
 - f. we may (without Your consent) appoint a receiver in respect of any Products and any receiver is authorised to do anything referred to in these Terms and otherwise to exercise all rights and powers conferred on a receiver by law; and
 - g. we may sell or dispose of any Products in such a manner and generally on such terms and conditions as we think fit and apply the proceeds derived in or towards payment of the moneys owed to us, and in each case, otherwise do anything You could do in relation to those Products.
 - h. charge interest on any amount outstanding, whether or not such amount is overdue, on a daily basis at our current default rate. Any prompt payment or other discounts may be reversed for overdue payments at our discretion.

Neither we nor the third party supplier of Products will be liable to You for any loss or damage You suffer because of our or their exercise of any rights, powers or remedies that are available to us or them after the occurrence of a Default Event, including under this clause.

- 7.3 Golf & Irrigation's rights, powers and remedies provided for in these Terms are in addition to, do not limit or exclude (or otherwise adversely affect), any right, power or remedy provided to us by law including under Part 3, subpart 4 of the CCLA unless expressly stated. Golf & Irrigation can elect in its sole discretion whether these Terms or any law inconsistent with these Terms applies, to the extent such law may be contracted out of.

8. PRIVACY

- 8.1 We will only use Your personal information for purposes permitted by law including relating to Your dealings with us. You agree to us using Your information to assess Your credit worthiness and direct marketing, and You agree to us disclosing Your information to be used by credit reporting agencies. Where You are a company or trust Golf & Irrigation has the right to undertake credit assessment over Your directors, shareholders, or trustees. You authorise us to release Your personal information to third parties for these purposes. You can inspect and correct Your personal information held by us.

9. RETURNS

- 9.1 Subject to clauses 9.2 and 9.3, if You are not satisfied with the Products provided by us for any reason, You can return the Products (other than services) to us within 30 days of Your taking delivery of the Products.
- 9.2 Products (other than services) can only be returned to us if:
- they do not require refrigeration, and/or are not close to any expiry date (as determined by us).
 - they are not custom-made or procured for You (seed that You have ordered to be supplied in a blended, coated, or treated form will be deemed to be custom-made unless we agree otherwise) and form part of our usual stock-in-trade.
 - they were supplied to You in packaged and sealed form and not in bulk, and are returned in that original packaging and unopened, and include all accessories.
 - we are satisfied that their condition has not deteriorated, and You pay for their return.
 - you provide evidence of purchase from us to our satisfaction.

We may choose to either credit Your Account or debit card depending on how You paid for the goods or provide You with a Golf & Irrigation credit voucher for a sum equal to the cost of the Product, less handling and delivery.

- 9.3 Clause 9 sets out Your sole rights to return Products. If goods are defective, clause 10.1 applies. Products sold by Golf & Irrigation as agent for any other party may not under any circumstances be returned except as required by law.

10. GOLF & IRRIGATION WARRANTIES

- 10.1 If due solely to Golf & Irrigation's act, omission or negligence, any Product is defective or does not materially conform to our description, we will at our option:
- repair or replace it; or
 - pay compensation to a maximum amount that does not exceed twice the purchase price of the specific Product.
- 10.2 To the extent permitted by any contract for supply entered into between Golf & Irrigation and a third-party supplier of the relevant Products, Golf & Irrigation will pass through or assign to You the rights to, and benefit of, any supplier warranties, indemnities, and associated remedies (whether contained in such contract of supply or any statute) provided by that third party supplier in relation to those Products. All other statutory and other implied Warranties to be given, made, performed or met by Golf & Irrigation, including those in Part 3 of the CCLA, are negated and excluded to the fullest extent that it is lawful for us to do so. Other than as required by law, we give no Warranty concerning any Product's description, condition, encumbrance, quality, or fitness for any purpose. In particular, no Warranty is made concerning any sprays, chemicals or plant/seed matter. It is Your responsibility to satisfy Yourself as to the condition and quality and fitness for purpose of the Products and the Purchaser accepts the Products on this basis.
- 10.3 For the avoidance of doubt, no clause in these Terms excludes or limits any benefit of, any supplier warranties, indemnities, and associated remedies (whether contained in such contract of supply or any statute) provided by a third party supplier in relation to those Products including under section 12 of the CCLA.

11. LIABILITY

- 11.1 Clause 10.1 sets out Your sole rights to compensation/remedies from us for any matter covered by these Terms. Except as set out in clause 10.1, neither we nor our agents will be liable in any way (including negligence, tort, and equity) to You or to any other person in connection with this or any other contract or the supply or failure to supply any Products or the purported exercise of our rights under these Terms for any:
- loss whatsoever, including loss of income, profits, savings or goodwill or for any indirect or consequential loss or special or exemplary damages; or
 - in relation to any claim or series of related claims, any amount exceeding twice the purchase price of the relevant Products giving rise to the claim(s); or
 - amount not claimed within 7 days of You becoming aware of the circumstances giving rise to the claim.
- 11.2 The Purchaser must use all Products strictly in accordance with any directions, instructions and terms contained on Product labels, packaging and any other product information supplied with the Products.

12. CUSTOMER'S LIABILITY

- 12.1 You are deemed to be bound by all transactions undertaken with us, whether or not any person undertaking a transaction has actual or ostensible authority to do so. If the Customer includes two or more persons, those persons' liability is joint and several. If the Customer is a trust, these Terms bind each trustee in his or her capacity both as trustee and personally and references to the trust name are deemed to include each trustee in their capacity as trustee. If Golf & Irrigation has given its prior written consent to a trustee being noted as an independent trustee, that trustee's liability to Golf & Irrigation will be limited to the assets of the trust as at the time of any default, except for willful negligence, deliberate default, or other breach of trust by such trustee or if such trustee has provided a guarantee personally in respect of Your obligations pursuant to this or any other contract.
- 12.2 For the avoidance of doubt, nothing in these Terms will have the effect of contracting out of any provision of the Credit (Repossession) Act 1997, if it applies.
- 12.3 You indemnify us from and against any liabilities, losses, damages, costs (including legal costs on a solicitor/client

basis) or claims which we incur or suffer in the course of our dealings with You under these Terms and in respect of any breach by You of these Terms except if we are fraudulent or negligent.

13. GOLF & IRRIGATION'S ROLE AS AGENT

- 13.1 Golf & Irrigation may be a representative advising (and where Golf & Irrigation determines, Golf & Irrigation may act as agent for) either or both the supplier and/or purchaser in respect of the sale and purchase of any Products.
- 13.2 If we elect to credit any amount on account of the purchase price to the supplier whom we are agent for and/or debit Your account on account of the purchase price before You have paid the purchase price to us (which we are not obliged to do), You agree that:
 - a. the purchase price payable by You under that contract of sale will not be reduced and the purchase price will be payable to Golf & Irrigation immediately; and
 - b. all the supplier's rights under that contract including those relating to the payment of the price for those Products and the Products themselves (including the right to enforce any security interest) shall then be subrogated in favour of and enforceable by Golf & Irrigation.
- 13.3 We are not responsible or liable in any way for anything done or not done by or on behalf of either party to a contract arranged by us (including by us as agent), including non-payment of any amount owed by any party. We give no assurance as to the ability of our supplier to supply any Products or perform any obligations, including the obligation to pay any money.
- 13.4 Each person dealing with Golf & Irrigation as agent, or in respect of the sale and purchase of Products not supplied by Golf & Irrigation, agrees that it will not make or support any claim or proceeding against Golf & Irrigation.
- 13.5 Unless otherwise specified, where Golf & Irrigation as agent for the supplier arranges a contract for the supply of Products not supplied by it, You will pay all amounts owed to the supplier to Golf & Irrigation, which will then promptly account to the supplier for that amount, subject to any right of set-off or right to deduct commission or other amounts.
- 13.6 Commission may be payable by both parties when Golf & Irrigation has acted for both parties to a transaction. Where Golf & Irrigation acts as agent for a supplier, Golf & Irrigation gives no Warranties to the Vendor or Purchaser. Clauses 10 and 11 apply to Golf & Irrigation's services as agent. The CCLA (and not clauses 10 and 11) applies direct between the Vendor and Purchaser unless the Vendor's terms of sale have been incorporated into the sale and state that they prevail over any inconsistent provision of the CCLA. Where Golf & Irrigation is acting as Your agent, You acknowledge that Golf & Irrigation may disclose Your name and contact details, and any other details relevant to the transaction to the other party to the transaction.
- 13.7 Golf & Irrigation may in its sole discretion register a security interest as agent for a supplier but has no obligation to do so. Golf & Irrigation is not liable for the consequences of any defect in that registration or failure to register.
- 13.8 Where Golf & Irrigation pays suppliers for Products You have purchased, Golf & Irrigation may receive a rebate, commission, or fee from the supplier for providing marketing and credit services.

14. GENERAL

- 14.1 Assignment: You may not transfer any right, benefit, or obligation under these Terms. We may transfer our rights and obligations under these Terms by notifying You in writing.
- 14.2 Enforcement: You will pay us on demand all costs (including legal costs on a solicitor/client basis) incurred by us in connection with any default by You or enforcement action taken by us.
- 14.3 Entire Agreement: Except as set out in this clause, together the Application and these Terms are the entire agreement between us, You, and the guarantor(s), and supersede all representations, agreements and other communications made by us. Certain Terms of Sale in respect of specific Products that may appear on the reverse of any of Golf & Irrigation's invoices/statements or other specific terms may apply in conjunction with or in place of these Terms if we specify. For Products purchased from our online websites, these Terms, the Application and the website Terms of Use apply in the order determined by us. If any part of these Terms is inconsistent with the CCLA, that part prevails over the relevant provision of the CCLA.
- 14.4 Our Decisions and No Waiver:
 - a. any power or discretion conferred on us by these Terms may be exercised by us, or we may refrain from exercising that power or discretion, at our absolute and unfettered discretion.
 - b. if we delay or do not exercise any of our rights or remedies, that will not be a waiver of those rights or remedies. Any waiver we give must be in writing.
- 14.5 Severability: If any part of these Terms is illegal, unenforceable or invalid, the remaining Terms are not affected.
- 14.6 Variation: We may in our absolute discretion change these Terms at any time by publication on our Group website www.Golf & Irrigation.co.nz. The change will take effect from the time loaded. Your transactions with us are covered by the then current Terms at the time of the transaction.
- 14.7 Typographical Errors: We reserve the right to correct any typographical or clerical errors in any prices quoted or contained in an order or quotation, or in any invoice, statement or other document.
- 14.8 Inconsistency: If there is any inconsistency between these Terms and the terms of any order that may be lodged by You or with any delivery docket or invoices or other communication by or to us or You, these Terms will prevail

subject to clause 14.3 and/or unless we specify otherwise.

- 14.9 Consumer Guarantees Act: You agree: that the Products are both supplied and acquired in trade; that Your Account is for business/trade purposes; that the Consumer Guarantees Act 1993 does not apply and this clause contracts out of the provisions of the Consumer Guarantees Act.
- 14.10 Disputes: Any dispute between us and You will be discussed between us in the spirit of goodwill.
- 14.11 Governing Law: New Zealand law governs this agreement and the parties submit to the exclusive jurisdiction of the New Zealand courts.
- 14.12 Relationship: The relationship between You and Golf & Irrigation is as independent Purchaser and seller. There is no partnership, joint venture, employment or agency relationship unless we specify. An agent or representative of Golf & Irrigation is not authorised to make any representations, warranties or agreements that Golf & Irrigation has not confirmed in writing. Golf & Irrigation is not bound by unauthorised statements.
- 14.13 Force Majeure: Golf & Irrigation is not liable to You for any inability of Golf & Irrigation to perform any of its obligations under these Terms, or any delay in Golf & Irrigation's performance of such obligations, or any damages or costs directly or indirectly arising from such failure or delay, where such failure or delay is caused directly or indirectly by an act of God, frost, electrical failure, fire, armed conflict, labour dispute, civil commotion, Government intervention or inability to obtain labour or materials, accident, transportation delays or any other cause beyond Golf & Irrigation's reasonable control. For the purposes of this clause, any measures implemented by Golf & Irrigation or any third party in response to disease or virus outbreak constitute a cause beyond Golf & Irrigation's reasonable control.