



Oldfields (N.Z.) Limited
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 Web: www.oldfieldsnz.co.nz
 NZBN 942 904 776 8703
 GST 130 571 344

APPLICATION FOR CREDIT ACCOUNT *(updated 26/03/2020)*

PLEASE COMPLETE THIS FORM IN FULL TO ENSURE A QUICK APPROVAL OF YOUR NEW CREDIT ACCOUNT.

STEPS

1. Read all terms and conditions.
2. Complete form in full.
3. Sign page 4.
4. Return pages 1 through to 4 (*receivables@oldfieldsnz.co.nz*).

I would like to receive Promotional and Product Information and Flyers on Occasions. Yes Never

| OFFICE USE ONLY | | | |
|---|--|----------------|--|
| Account Name | | | |
| Account Number | | Debtor Type: | |
| Price Level: | | Price Category | |
| Warehouse code: | | Marketing Code | |
| Rep Code | | Industry Code | |
| Rep Name | | Territory | |
| Customer Main Name Contact & Phone | | | |
| Customer Main Email (Not Accounts Payable) | | | |
| Approved By | | Credit Limit | |
| Signed | | Dated | |

APPLICATION FOR CREDIT ACCOUNT

Applicants Details:

| | | | | | |
|--|--|--|-----------------------------|--|--|
| Registered Business/Company Name: | | | | | |
| Trading Name: | | | | | |
| NZBN Registration: | | | | GST Number | |
| Business Type: | Public Co <input type="checkbox"/> Sole Trader <input type="checkbox"/> (NZ) Ltd Co. <input type="checkbox"/> Partnership <input type="checkbox"/> Nominee <input type="checkbox"/> Trustee <input type="checkbox"/> <i>If application is made as a trustee or nominee, a personal guarantee must be supplied. Please sign Both A and B of this application.</i> | | | | |
| Date Business Established: | | Present Ownership Since: | | Nature of Business: | |
| Registered Business Address: | | | | | |
| Postal Address: | | | | | |
| Delivery Address: | | | | | |
| Tel: | () | Fax: | () | Mobile: | |
| Email: | | | | | |
| Accounts Payable Contact is: | | | | Tel (Dir): | |
| Part Shipments Allowed | | Yes <input type="checkbox"/> | No <input type="checkbox"/> | Place on Backorder <input type="checkbox"/> | |
| Are your business premises owned? | | <input type="checkbox"/> YES <input type="checkbox"/> NO | | <input type="checkbox"/> Leased <input type="checkbox"/> Rented | |
| Credit Limit Required \$ | | _____ | | Unknown Credit Required <input type="checkbox"/> YES <input type="checkbox"/> NO | |
| <i>Note: This is a guide only, not a credit limit. Oldfields (N.Z.) Limited have the right to withdraw credit or vary the customers limit at any time and without reason. Limits in excess of \$10,000 will require a Directors guarantee. Please sign Both A and B of this application.</i> | | | | | |
| Parent company: | | | | | |
| Directors/Partners Names | | Address | | | |
| | | Date of Birth | | Driver's License No | |
| | | | | | |
| | | | | | |
| | | | | | |

Trade References

Please note: Customers must supply 3 Trade References, No Personal or Service Provider References are accepted.

| | | |
|-------------|------|--------|
| 1. Company: | Tel: | Email: |
| 2. Company: | Tel: | Email: |
| 3. Company: | Tel: | Email: |

ACKNOWLEDGEMENT AND AUTHORISATION

ALL PRODUCTS SOLD BY THE COMPANY ARE SUBJECT TO ITS TERMS AND CONDITIONS OF SALE.

AUTHORITY TO SIGN

The person signing on behalf of the applicant (or the applicant as the case may be) warrants that:

- a) They have authority to sign on behalf of and to bind the applicant.
- b) The information provided is true and correct in every detail.

CREDIT ENQUIRIES

- a) Permission is hereby granted to the Company to carry out such credit enquires as the Company may in its sole discretion determine.
- b) The Company is hereby authorised to provide such information concerning the applicant to any other parties as the Company may in its sole discretion determine.
- c) The applicant hereby indemnifies the Company in respect of any claims of actions arising out of the obtaining or providing of information concerning the applicant in exercise of its discretion as outlined above.

INTEREST AND COSTS

1. I/We acknowledge that Oldfields (N.Z.) Limited may charge interest on overdue amounts.
2. I/We agree that the costs of collection of any monies when due and payable including but not exclusively the fees of any mercantile agent or solicitors engaged by Oldfields (N.Z.) Limited shall be recoverable in full against the company.
3. I/We agree in the event of a dishonored cheque all bank related charges will be charged back to the applicant.

TRADING TERMS

1. Trading Terms are strictly 20 days from end of month statement.
2. I/We acknowledge that Oldfields (N.Z.) Limited may at any time terminate the company's right to purchase goods and services if payment is not received within Trading Terms.

STANDARD CONDITIONS OF SALE

1. I/We have read and acknowledge Oldfields (N.Z.) Limited Standard Conditions of Sale as outlined below and detailed on page 5-8 following this application. (A full copy of the Standard Conditions of Sale are also available on www.oldfieldsnz.co.nz or upon request.)

- 1) Definitions
- 2) Acceptance
- 3) Goods and Services
- 4) Price and Payment
- 5) Delivery of Goods
- 6) Risk
- 7) Defects>Returns
- 8) Warranty/Liability
- 9) Default & Consequences of Default
- 10) Title
- 11) Personal Property Securities Act 1999
- 12) Security and Charge
- 13) Unpaid Sellers Rights to Dispose of Goods
- 14) Lien & Stoppage in Transit
- 15) Cancellation
- 16) Privacy Act
- 17) Buyers Disclaimer
- 18) Intellectual Property
- 19) Consumer Guarantees Act 1993
- 20) General
- 21) Undertaking of Guarantee
- 22) Severability
- 23) Entire Agreement

GUARANTEE

Limits in excess of \$ 10,000 will require a Directors guarantee or if you are a trustee or nominee.

PLEASE SIGN

A AS ACKNOWLEDGEMENT AND ACCEPTANCE

By signing the application, I/We agree to be bound by the Terms and Conditions as outlined and received with this document. **Please note: Any Terms and Conditions crossed out will void the application.**

Dated this _____ of _____ 20_____

| | | |
|--------------|--------------|--------------|
| Name Printed | Name Printed | Name Printed |
| Position | Position | Position |
| Signature | Signature | Signature |
| Witness | Witness | Witness |

GUARANTEE

B MUST BE SIGNED IF THE REQUESTED LIMIT EXCEEDS \$10,000 or if you are a trustee or nominee. Your company will be excluded if you are Publicly listed or a Government owned entity.

In consideration of Oldfields (N.Z.) Limited allowing _____ (herein after called "the Applicant Company") to supply goods on credit we the undersigned Directors guarantee the due payment of all money due and payable by the Applicant Company to Oldfields (N.Z.) Limited. This guarantee shall be a continuing guarantee notwithstanding the credit limit on the account and our liability for payment to Oldfields (N.Z.) Limited shall be unlimited as to amount. We acknowledge that Oldfields (N.Z.) Limited may in its absolute discretion enforce this guarantee against us jointly and severally without the necessity of taking any steps or proceedings against the Applicant Company.

Dated this _____ of _____ 20_____

| | | |
|--------------|--------------|--------------|
| Name Printed | Name Printed | Name Printed |
| Position | Position | Position |
| Signature | Signature | Signature |
| Witness | Witness | Witness |



Oldfields (N.Z.) Limited

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Terms and Conditions Of Sale

1) Definitions

- 1.1 "Seller" or "Company" shall mean Oldfields (N.Z.) Limited and its successors and assigns.
- 1.2 "Buyer" or "Applicant" shall mean the Buyer or any person or Seller acting on behalf of and with the authority of the Buyer.
- 1.3 "Guarantor" means that person (or persons), or entity that agrees herein to be liable for the debts of the Buyer if a limited liability buyer on a principal debtor basis.
- 1.4 "Goods" shall have the same meaning as in section 2 of the Sale of Goods Act 1908 and are goods supplied by the Seller to the Buyer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.5 "Price" shall mean the cost of the goods as agreed between the Seller and the Buyer subject to clause 4 of this contract.

2) Acceptance

- 2.1 Any instructions received by the Seller from the Buyer for the supply of Goods shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.
- 2.2 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.

3) Goods / Services

- 3.1 The Goods and/or Services are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Seller to the Buyer.

4) Price and Payment

- 4.1 At the Sellers sole discretion;
 - (a) The Price shall be as indicated on invoices provided by the Seller to the Buyer in respect of Goods supplied; or
 - (b) The Price shall be the Seller's current price at the date of delivery of the Goods according to the Sellers current Price list.
- 4.2 Time for payment for the goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the goods.
- 4.3 The Seller may withhold delivery of the goods until the Buyer has paid for them, in which event payment shall be made before the delivery date.
- 4.4 At the Seller's sole discretion, a payment amount or percentage of the Price for approved Buyers shall be due on 20th each month following the sending of an invoice to the Buyer's address, address for notices or email address.
- 4.5 Payment will be made by cash, cheque, bank cheque, direct credit or any other method as agreed to between the Buyer and the Seller.
- 4.6 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.
- 4.7 Payments made by cheque shall not be considered to have been made until the cheque is honoured.

5) Delivery of Goods

- 5.1 Delivery of the Goods shall be made to the Buyer's address. The Buyer shall make all arrangements necessary to take delivery of the goods whenever they are tendered for delivery, or delivery of the Goods shall be made to the Buyer at the Sellers address.
- 5.2 Delivery of the Goods to a carrier, either named by the Buyer or failing such naming to a carrier at the discretion of the Seller for the purpose of transmission to the Buyer, is deemed to be a delivery of the Goods to the Buyer.
- 5.3 The costs of carriage and any insurance which the Buyer reasonably directs the Seller to incur shall be reimbursed by the Buyer (without any set-off or other withholding whatever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Buyer's agent.
- 5.4 Where there is no agreement that the Seller shall send the Goods to the Buyer, delivery to a carrier at limited carrier's risk at the expense of the Buyer is deemed to be delivery to the Buyer.
- 5.5 The Seller may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.
- 5.6 Delivery of the Goods to a third party nominated by the Buyer is deemed to be delivery to the Buyer for the purposes of this agreement.
- 5.7 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 5.8 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

6) Risk

- 6.1 If the Seller retains property in the Goods nonetheless all risk for the Goods passes to the Buyer on delivery.

6.2 If any of the Goods are damaged or destroyed prior to property in them passing to the Buyer, the Seller is entitled, without prejudice to any of its other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable in respect of the Goods. This applies whether or not the Price has become payable under these terms and conditions. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries. The Seller will apply the insurance proceeds as follows:

- (i) first, in payment of the Price of the Goods that are damaged or destroyed, if unpaid;
- (ii) second, in payment of the outstanding Price of any other Goods supplied to the Buyer by the Seller whether under the terms and conditions or otherwise;
- (iii) third, in payment of any other sums payable to the Seller by the Buyer on any account,
- (iv) fourth, any balance is to be paid to the Buyer.

7) Defects/Returns

7.1 The Buyer shall inspect the Goods on delivery and shall within seven (7) days of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford the Seller an opportunity to inspect the Goods within a reasonable time following delivery if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.

7.2 For defective Goods which the Seller has agreed in writing that the Buyer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that:

- (a) the Buyer has complied with the provisions of clause 7.1;
- (b) the Goods are returned (at the Buyers cost) within seven (7) days of the delivery date and accompanied by the packing slip;
- (c) the Goods are returned in the condition as is reasonable possible in the circumstances in which they were delivered;
- (d) the Seller will not be liable for Goods which have not been stored or used in a proper manner.

7.3 The Seller may (in its discretion) accept the Goods for credit against future purchases by the Buyer but this may incur a handling fee of 15% of the value of the returned Goods plus any freight costs incurred by the Seller.

7.4 Goods delivered to the Seller remain at the Buyers risk.

8) Warranty/Liability

8.1 For Goods not manufactured by the Seller the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturers warranty.

8.2 The Seller shall be under no liability whatever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions. This includes (without limitation);

- (a) The application or use of the Goods by unqualified professionals; or
- (b) Failure on the part of the Buyer to follow any instructions or guidelines provided by the Seller, or
- (c) Adaptation of the Goods for a use for which they are not intended.

8.3 In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances control of either party shall the liability of the Seller exceed the Price of the Goods.

9) Default & Consequences of Default

9.1 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 shall accrue at such a rate after as well as before any judgement.

9.2 If the Buyer defaults in payment of any invoice when due, the Buyer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all costs of collection.

9.3 Without prejudice to any other remedies the Seller may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Buyer for any loss or damage the Buyer suffers because the Seller exercised its rights under this clause.

9.4 If any account remains unpaid at the end of the second month after supply of the goods or services the following shall apply: An immediate amount of the greater of \$50.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

9.5 In the event that:

- (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Buyer will be unable to meet its payments as they fall due; or
- (b) the Buyer 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 Buyer or any asset of the Buyer; then
 - (i) the Seller shall be entitled to cancel all or any part of any order of the Buyer which remains unperformed in addition to and without prejudice to any other remedies; and
 - (ii) all amounts owing to the Seller shall, whether or not due for payment, immediately become payable.

10) Title

10.1 It is the intention of the Seller and agreed by the Buyer that property in the goods shall not pass until:

- (a) The Buyer has paid all amounts owing for the particular Goods, and
- (b) The Buyer has met all other obligations due by the Buyer to the Seller in respect of all contracts between the Seller and the Buyer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Buyer are met.

- (c) The Buyer is entitled to resell the goods in the usual course of its business but, in such case, the Seller is to be entitled to receive from proceeds of such sub-sale payment of the total purchase price (or all monies outstanding), which proceeds to the extent of the amount of the total purchase price outstanding (or all monies outstanding) shall be kept in a separate account and held by the Buyer in trust for the Seller.
- (d) The Buyer shall, on request, disclose to the Seller all relevant information regarding the goods and any sub-sale by the Buyer.
- (e) If the Buyer fails to pay the Seller the total purchase price on the due date for payment or any of the events referred to in Clause 9 occur, then without prejudice to any other remedy the Buyer shall be entitled to retake possession of the goods or any part of the goods without notice or demand and for the purpose the Buyer authorises the Seller by its servants or agents to enter any premises owned, leased or otherwise occupied by the Buyer for the purpose of taking possession of the goods and authorizes the Company by its servants or agents to use all reasonable force to obtain such possession. In the event that the goods are not situated on premises owned, leased or otherwise occupied by the Buyer, the Buyer shall arrange that the Seller be entitled to collect the goods wherever they are situated.

11) Personal Property Securities Act 1999

11.1 Upon assenting to these terms and conditions in writing the Buyer 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 Seller to the Buyer (if any) and all Goods that will be supplied in the future by the Seller to the Buyer during the continuance of the party's relationship;

11.2 The Buyer 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 Seller 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 Seller 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 Seller;
- (d) give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Buyer's name and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's address, facsimile number, or business practice); and
- (e) immediately advise the Seller 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.
- (f) The Seller and the Buyer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms and Conditions.
- (g) The Buyer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

11.3 Unless otherwise agreed to in writing by the Seller, the Buyer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

12) Security and Charge

12.1 Notwithstanding anything to the contrary contained herein or any other rights which the Seller may have howsoever:

- (a) Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer 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 Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) To give effect to the provisions of clause [11, 12.1 (a) to (b)] inclusive hereof the Buyer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller or the Seller's nominee, as the Buyer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of the Buyer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Buyer's and/or Guarantor's name as may be necessary to secure the said Buyer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

13) Unpaid Sellers Rights to Dispose of Goods

13.1 In the event that:

- (a) the Seller retains possession or control of the Goods; and
- (b) payment of the Price is due to the Seller; and
- (c) the Seller has made demand in writing of the Buyer for payment of the Price in terms of this contract; and
- (d) the Seller has not received the Price of the Goods,

then, whether the property in the Goods has passed to the Buyer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the Buyer the loss to the Seller on such disposal.

14) Lien & Stoppage in Transit

14.1 Where the Seller has not received or been tendered the whole of the price, or the payment has been dishonoured, the Seller shall have:

- (a) a lien on the goods;
- (b) the right to retain them for the price while the Seller is in possession of them;
- (c) a right of stopping the goods in transit whether or not delivery has been made or ownership has passed; and
- (d) a right of resale,
- (e) the foregoing right of disposal,

provided that the lien of the Seller shall continue despite the commencement of proceedings or judgement for the price having been obtained.

15) Cancellation

15.1 The Seller may cancel these terms and conditions or cancel delivery of Goods and Services at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price for those Goods. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.

16) Privacy Act

16.1 The Buyer and the Guarantor/s (if separate to the Buyer) authorises the Seller to collect, retain and use any information about the Buyer, for the purpose of assessing the Buyers creditworthiness or marketing any Goods and Services provided by the Seller to any other party.

16.2 The Buyer authorises the Seller to disclose any information obtained to any person for the purposes set out in clause 15.1

16.3 Where the Buyer is a natural person the authorities under (page 3 of this application and Clause 17.1) are authorities or consents for the purposes of the Privacy Act 1993.

17) Buyers Disclaimer

17.1 The Buyer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Buyer acknowledges that he buys the Goods relying solely upon his own skill and judgement.

18) Intellectual Property

18.1 Where the Seller has designed or drawn Goods for the Buyer, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Buyer at the Seller's discretion.

18.2 Conversely, in such a situation, where the Buyer has supplied drawings, the Seller in its sale conditions may look for an indemnity (the specifications and design of the Goods (including the copyright, design right or other intellectual property in them) shall as between the parties be the property of the Seller). Where any designs or specifications have been supplied by the Buyer for manufacture by or to the order of the Seller then the Buyer warrants that the use of those designs or specifications for the manufacture, processing, assembly or supply of the Goods shall not infringe the rights of any third party.

18.3 The Buyer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Buyers order.

19) Consumer Guarantees Act 1993

19.1 This agreement is subject, in all cases except where the Buyer is contracting within the terms of a trade/business (which cases are specifically excluded), to the provisions of the Consumer Guarantees Act 1993.

20) General

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

20.2 All Goods and Services supplied by the Seller are subject to the laws of New Zealand and the Seller takes no responsibility for changes in the law which affect the Goods or Services supplied.

20.3 Neither party shall be liable for any default due to any act of god, war, strike, lock out, industrial action, flood, storm or other event beyond the reasonable

20.4 The Buyer shall not set off against the Price amounts due from the Seller.

20.5 The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.

20.6 Goods display stands remain the property of the Seller. Failure to surrender these on demand will result in a full replacement charge being invoiced to the Buyer. The Goods display stands are supplied on the basis that only Goods supplied by the Seller are displayed.

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

21) Undertaking of Guarantee

I/we agree to pay all collection costs, Solicitors and Court costs incurred due to failure of the account being paid. In the case of a limited Liability Company or private company hereby personally guarantee payment of all amounts owing to Oldfields (N.Z.) Limited or its subsidiaries.

We have accepted all terms and conditions of Oldfields (N.Z.) Limited.

22) Severability

Any provision of this contract which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability but that shall not invalidate the remaining provisions of this contract or affect the validity or enforceability of such provision in any other jurisdiction

23) Entire Agreement

This agreement contains the entire agreement of the parties with respect to its subject matter. Except as set out in this agreement, there are no representations or warranties that have been relied upon by the Buyer in entering into an agreement.