

CREDIT APPLICATION

PLEASE NOTE ALL SUPPLIES OF BOOKS ("GOODS") BY DAVID BATEMAN LTD ("SELLER") TO THE PURCHASER ARE SUBJECT TO THE TERMS AND CONDITIONS OVERLEAF ("TERMS"), UNLESS OTHERWISE AGREED IN WRITING BY SELLER

TRADING ENTITY: () SOLE TRADER () PARTNERSHIP () COMPANY

REGISTERED COMPANY NAME : _____

COMPANY NO#: _____ NZBN#: _____

TRADING NAME : _____

DIRECTORS (IF COMPANY) : _____

SHAREHOLDERS/PROPRIETORS : _____

STORE DETAILS

POSTAL ADDRESS: _____ ACCOUNTS CONTACT : _____

NAME : _____

PHONE: _____

EMAIL: _____

DELIVERY ADDRESS: _____ BOOK BUYERS: _____

EXPECTED MONTHLY SALES: \$ _____

PHONE NUMBER: _____

FAX NO: _____ STORE EMAIL: _____

STORE OWNER(S)/DIRECTOR(S):

NAME: _____ NAME: _____

HOME ADDRESS: _____ HOME ADDRESS: _____

HOME PHONE NO: _____ HOME PHONE NO: _____

EMAIL : _____ EMAIL : _____

EMAIL ADDRESS FOR INVOICES: _____

EMAIL ADDRESS STATEMENTS : _____

How do you pay Total Month Owing Pay on Invoice

Are you a corporate Debtor: Yes No

Do you accept backorders : Yes No

Initialed

FIRM SALE

All orders are supplied firm sale, unless otherwise agreed. Except mass market fiction paperbacks (A & B formats).

SALE OR RETURN

If Goods are supplied on a sale-or-return basis, full credit will be given upon return, providing :

- a) The relevant invoice number is quoted as this shows Goods were sold on an SOR basis
- b) The Goods have had 60 days sales exposure but are returned within 150 days from the invoice date.

NOTE : Goods are regarded as firm sale after 150 days.

- c) The Goods are mint condition
- d) Goods are paid for on or before the 20th of the month following invoice.
- e) Only whole book returns will be accepted.

If you wish to return goods, you must apply in writing, or via the sales representative for approval quoting the relevant number.

In the event of a change of ownership, closing down, liquidation or receivership, returns are by negotiation and if accepted by the Seller can be offset against the account owing to the Seller irrespective of whether the account is currently in receivership or liquidation.

SALE OR EXCHANGE / DELIVERY

Where imprints have a sale or exchange facility (for example, by way of illustration not limitation, or Exley, where titles can be replaced with others to the same value), whole book returns are accepted.

Unless otherwise agreed in writing, the Seller will only be obliged to use reasonable endeavors to deliver Goods ordered within a reasonable time, subject always to the same being in stock. The Seller will not be liable to the Purchaser if delivery of the Goods is prevented or delayed by reason of any circumstances beyond the Seller's reasonable control.

NO FAULT RETURNS

Except as otherwise in these Terms, returns are only accepted if Goods were received in a damaged condition or an error has been made in supply. Such goods must be reported within 15 days of receipt. Only returns of whole books accepted

The Seller warrants that Goods will be of merchantable quality and free from defects. The liability of the Seller for breach of this warranty will be limited to an amount not exceeding the purchase price of the defective Goods. The Seller will not otherwise be liable to the Purchaser for any loss or damage (including direct or consequential loss, or loss of profits) incurred by the Purchaser or any third party as a consequence of the Goods being defective. The Seller will not in any circumstances be liable for any loss or damage caused by circumstances beyond the Seller's control.

FREIGHT AND PACKAGING

Goods are supplied freight free in New Zealand, except where the order value (wholesale) is less than \$100.00 when freight and packing of \$8.50 (inc gst) will be charged.

CREDIT TERMS

Payment for all purchases is due on the 20th of the month following month of invoice (Due Date). Persistent late payments may lead to a reduction in your discount, or closure of the account. The Seller has the right to place an account on stop supply for whatever reason.

If the Purchaser fails to make payment in full by the Due Date, the Seller may require the Purchaser to pay interest on the overdue account at a rate per annum equivalent to the Seller's then current bank overdraft rate plus three percent, calculated on a daily basis from the due date until the date payment is made in full.

An account becoming 60 days overdue will automatically be placed on STOP CREDIT without prior notice.

Initialed

DISCOUNTS

Discounts will be reviewed annually, and any changes will be notified to you prior to those changes being made. Purchasers acknowledge that the Seller, is their sole supplier for those goods it has rights for. This is reflected in the discount given. If the Purchaser so chooses to have alternative supplier, then our base discount to those customers could be drastically reduced.

PRICING ISSUES

All retail prices quoted by the Seller include GST. Prices quoted are indicative only and subject to change without notice. Unless otherwise agreed in writing by the Seller, the price payable for Goods shall be the price on the invoice relating to the delivery.

CONSUMER GUARANTEES ACT

Where the Purchaser is buying the Goods for the purposes of a business (as defined in the Consumer Guarantees Act 1993) the Consumer Guarantees Act 1993 does not apply to the sale of such Goods.

RESERVATION OF TITLE AND RISK

The goods will be wholly at the risk of the Purchaser from the time of delivery into the Purchaser's care or control. However, the ownership and legal title of the goods remain with the Seller until the purchase price has been paid in full.

PURCHASER IS BAILEE AND AGENT

Until payment for the goods is made in full, the Purchaser is deemed to hold the goods for the Seller as its Bailee and Agent, and will, if so requested by the Seller return the goods upon demand.

PURCHASER TO KEEP GOODS SEPARATE AND PROTECTED

Until payment for goods is made in full the Purchaser shall keep the goods separate from other goods, keep them clearly identified and insured, and shall ensure they are kept safe and secure in all respects.

SELLER MAY ENTER, INSPECT, RECOVER POSSESSION AND RESELL

Until payment for the goods is made in full, the Seller or its agent(s) will have the right to enter using force if necessary any premises occupied by the Purchaser, or upon which the goods are held on behalf of the Purchaser, without notice to search for, inspect and/or recover possession of the goods and may resell the goods without in any way being liable to the Purchaser or any other person.

RIGHT TO PROCEEDS OF SALE

The Purchaser shall be entitled to sell and deliver the goods to third parties in the normal course of business but the proceeds of any sale shall be held by the Purchaser in trust for the Seller until these goods have been paid for. The proceeds of sale shall be placed into a separate account if so required by the Seller.

RELATIONSHIP THAT OF FIDUCIARY AND RIGHT TO TRACING

Until payment of the goods is made in full, the relationship of the Purchaser to the Seller is that of a fiduciary and the Seller shall have the right to trace the proceeds of any on-sale by the Purchaser, whether those proceeds have been applied to an overdraft account or otherwise.

RIGHT OF OFFSET

The Seller at its sole discretion will have the right to offset any charge from the purchaser including returns for credit.

INSOLVENCY OR RECEIVERSHIP OF PURCHASER

These provisions shall apply notwithstanding the insolvency of the Purchaser or the passing of the Purchaser into receivership or liquidation or any change of status name or ownership of the Purchaser.

Initialed

REGISTRATION UNDER THE PERSONAL PROPERTY SECURITIES ACT 1999

The Purchaser must do all such things and execute or arrange for execution of all such documents as the Seller may require to ensure the Seller has a perfected first ranking security interest(s) in the Goods under the Personal Property Securities Act 1999 (“PPSA”).

The Purchaser waives its right to receive a copy of any verification statement(s) under the PPSA and agrees that as between the Seller and the Purchaser, the Purchaser will have no rights under (or by reference to) sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA.

Immediately upon request by the Seller, the Purchaser must (at the Purchaser’s cost) procure from any person considered by the Seller to be relevant to its security position such agreements and waivers (including as equivalent to those above) as the Seller may at any time require.

The Purchaser will immediately notify the Seller of any change in the Purchaser’s name.

CREDIT REFERENCES / PRIVACY OBLIGATIONS

I/We:

- (a) undertake that all information provide in this credit application is true and correct;
- (b) consent to the use of such information for the purpose of assessing my credit worthiness and to retain such information for that purpose until all amounts due to the Seller have been paid in full or until the Seller has ceased to provide credit facilities to me;
- (c) authorise the Seller to collect, retain, and use any other information as the Seller may reasonably require for these purposes from any other source, including credit agencies, and authorise each of such agencies to disclose information to the Seller held by them concerning me;
- (d) authorise the Seller to disclose all information held by the Seller relating to me to other persons where:
 - (i) the disclosure is required by law;
 - (ii) the disclosure is to an employee or agent of the Seller;
 - (iii) I default in paying any amount due to the Seller and the information is required by credit agencies or the Seller’s legal or professional advisors; or
 - (iv) disclosure in any other circumstances is authorised by me.
- (e) acknowledge that to supply false information or failure to supply information to the Seller may prejudice or preclude a favourable determination of any application for credit with the Seller; and
- (f) acknowledge that in accordance with the Privacy Act 1993 I have a right of access to, and correction of, all personal information regarding myself held by the Seller.

I/We have read and agree to the terms and conditions of this application. I/We enclose our cheque for \$500.00 to be credited to our debtor account on the acceptance of this application.

SIGNED BY THE APPLICANT :

DULY AUTHORISED REPRESENTATIVE

DULY AUTHORISED REPRESENTATIVE

Date : _____

Date: _____