

Dear New Buyer,

Thank you for wanting to join our UFG family!

Please find attached the following forms:

- **Credit Account Application Form**
- **Authority to Accept Direct Debits**
- **A copy of our Terms of Trade Agreement**

Please fill out the **Credit Account Application** form with a minimum of **two references** and sign the copy of the Terms of Trade to acknowledge your acceptance. (make sure to also initial each page of the Terms of Trade)

If you select the **7 day Credit Card** option of payment, simply fill out the Card Number, Name on the card and the Expiry date. Please note that there is a **2% service fee** added to your purchases each week.

If you select the **7 day Direct Debit** option, you need to fill out all sections on the Authority to Accept Direct Debits including a signature and date.

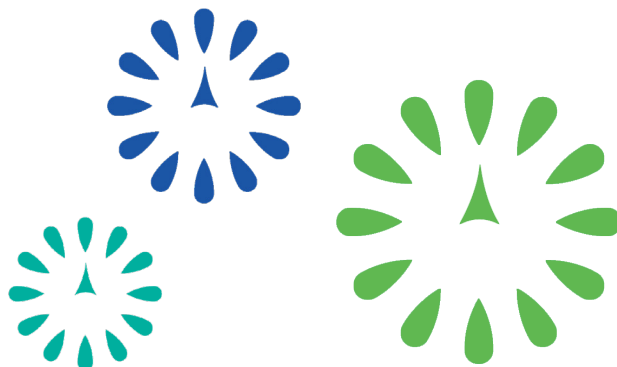
Return the application form, the signed and initialled terms of trade and the Direct Debit form (if applicable) by mail or in person.

Please note: UFG requires the original filled in Direct Debit form, not a copy.

Feel free to contact me if you have any questions or concerns when applying to become a new UFG Buyer.

Yours sincerely,

Frances Wildman
Senior Office Administrator



CREDIT ACCOUNT APPLICATION To Be Completed By Applicants (**COMMERCIAL BUYERS ONLY**)

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

DATE: _____ REF No. _____

BUYER'S TRADE NAME: _____

BUYER'S FULL or LEGAL NAME: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

_____ Postcode: _____ Postcode: _____

Company Number: _____ Requested Credit Limit: _____

Date Established: _____

Contact 1: _____ Contact 2: _____

Position: _____ Position: _____

Phone: _____ Phone: _____

DETAILS OF OWNER (If Sole Trader) **PARTNERS** (If Partnership) **OR DIRECTORS** (If Company) **OR TRUSTEES** (If a Trust)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

_____ Postcode: _____ Postcode: _____

ID: _____ Date of Birth: ____/____/____ ID: _____ Date of Birth: ____/____/____

(Driver's License, Passport, etc.)

(Driver's License, Passport, etc.)

Home Phone: _____ Home Phone: _____

TRADE REFERENCES

Business Name 1: _____ Address or A/C No: _____

Phone: _____ Fax: _____

Business Name 2: _____ Address or A/C No: _____

Phone: _____ Fax: _____

Business Name 3: _____ Address or A/C No: _____

Phone: _____ Fax: _____

METHOD OF PURCHASE

Please choose which method of purchase you wish to pursue with United Flower Growers Ltd. You can choose more than one if required. This will help us to better understand your business supply needs. (note, with a UFG account you can purchase via all trading/wholesale divisions, but there is a minimum spend amount for use of our auction systems)

House Auction - (you require a seat at our auction stand)

Remote Auction - (you wish to buy Online at auction)

Wholesale Trading - (you wish to buy via our Wholesale)

AKL	WELL	CHCH	DUN	INV
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

COMMUNICATION LISTS

Each of our five branches send out regular communications. This includes industry, auction, and trading/wholesale information. Please choose which communications you would like to receive and from which branch. You can choose more than one if required.

Industry News - (updates specific to UFG and the flower industry)

☐

AKL

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Auction News - (updates specific to auction)

☐
☐
☐
☐
☐

Wholesale Trading - (pricelists, flower specials, etc)

☐
☐
☐
☐
☐

.....

*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 or attached) of United Flower Growers Limited which form part of, and are intended to be read in conjunction with this Credit Account 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.*

SIGNED (BUYER): _____ SIGNED (on behalf UFG Ltd): _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO BUYER'S SIGNATURE:

Signed: _____ Name: _____ Date: _____



UFG

Name of account to be debited:

**AUTHORITY TO ACCEPT
DIRECT DEBITS**
(Not to operate as an
assignment or an agreement)

Account details:

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank	Branch number				

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
Account number					

<input type="text"/>	<input type="text"/>	<input type="text"/>
Suffix		

--	--	--

Suffix

To the Manager: please print full postal address clearly	
Bank	
Branch	
Address	

0	2	3	0	2	9	3
---	---	---	---	---	---	---

Date: _____

I/We authorise you until further notice in writing to debit my/our account with you with all amounts which

(hereinafter referred to as the Initiator)

the registered initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the Bank accepts this authority only upon the conditions listed on this form.

Information to appear in my/our bank statement:

Payer Reference

[illegible]

Name of Account
Authorised Signature(s)

Name of Account
Authorised Signature(s)

Approved	

For Bank Use Only

Checked by:

Original – Retain at Branch

Copy - Forward to Initiator if requested

BANK
STAMP

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. The Initiator:

- (a) Free account: We agreed to give advance Notice of the net amount of each Direct Debit and the due date of the debiting at least 10 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically).

The advance notice will include the following message:-

"Unless advice to the contrary is received from you by (date*), the amount of \$..... will be directly debited to your Bank account on (initiating date)."

*This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.

- (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:-

- (a) At any time, terminate this Authority as to future payments by giving notice of termination to the Bank and to the Initiator by the means agreed by the customer, Bank and Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

3. The Customer acknowledges that:-

- (a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.
- (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other dispute lies between me/us and the Initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of:-
- the accuracy of information about Direct Debits on Bank statements; and
 - any variations between notices given by the Initiator and the amounts of Direct Debits.
- (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with 1(a) nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:-

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time-to-time.

7 DAY CREDIT CARD PAYMENT

If you select the **7 day Credit Card** option of payment, simply fill out the Card Number, Name on the card and the Expiry date. Please note that there is a **2% service fee** added to your purchases each week.

Customer's Account Name: _____

Name on Credit Card: _____

Credit Card Number: _____

Expiry Date: ____ / ____

Signature of Card Owner: _____ Date: ____/____/____



AUTHORITY TO COMPLETE A CREDIT CHECK

BUYER'S GIVEN NAME: _____

BUYER'S FAMILY NAME: _____

Date of Birth: ____/____/____ Drivers Licence ID: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Main Address: _____ Alternative Address: _____

State: _____ State: _____

Postcode: _____ Postcode: _____

1. Privacy Act 1993

- 1.1 The Buyer authorises the Seller or the Seller's agent to:
- (a) access, collect, retain and use any information about the Buyer;
 - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Buyer's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Buyer.
 - (b) disclose information about the Buyer, whether collected by the Seller from the Buyer directly or obtained by the Seller 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 Buyer.
- 1.2 Where the Buyer is an individual the authorities under clause 1.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 1.3 The Buyer shall have the right to request the Seller for a copy of the information about the Buyer retained by the Seller and the right to request the Seller to correct any incorrect information about the Buyer held by the Seller.

I have read and understand and consent to the above terms of United Flower Growers Limited FA United Flower Growers Limited. I authorise the use of my personal information as detailed above.

SIGNED (BUYER): _____ Name: _____

Position: _____ Date: ____/____/____

Hire Equipment

UFG runs an extensive container hire service.

Suppliers and Buyers can hire bucket containers and bucket container extensions for a 45c fee on each.

- **A hire bucket container is referred to as a HB**
- **A hire extension is referred to as a PE**

Buyers and Suppliers pay a **\$5.00 bond** and **\$0.45 hire fee** per unit (bucket or extender).

The \$5.00 bond is returned when the hire equipment is returned to UFG.

UFG allows a 14 day period for our bucket/extender equipment hire.

For every week after the 14 day period UFG will charge an additional \$0.45/unit (bucket or extender) until equipment is returned to UFG.

SIGNED (BUYER/SUPPLIER): _____

Name: _____

Position: _____ **Date:** ____/____/____



UNITED FLOWER GROWERS LIMITED

Terms of Trade With Buyers For Sale Of Perishable Goods

1. Terms of Contract

These terms of contract between UNITED FLOWER GROWERS LIMITED (the "Company") and the Buyer of Goods or a Buyer signing this agreement (the "Buyer") shall apply to all orders for flowers, plants, and other perishable horticulture products ("Goods") accepted by the Company from the Buyer. In the case of any interpretation, conflict, or dispute these terms and conditions shall prevail and take precedent over any document or oral message or communication from the Buyer. Where the Company fails to enforce any term of condition under this contract the Company will not be deemed to have waived these rights with respect to any term or condition or right and any single or partial exercise of those rights will not prevent any further exercise of any such rights.

2. Acceptance of Orders

- 2.1** The description given of the Goods in any estimate or written or published form or quotation will be a description by grade by the grower / supplier of the Goods as Grade One, Grade Two or Ungraded and the Buyer accepts that only Grade One category Goods are warranted by the Company on behalf of the grower / supplier under the claims conditions. Any Goods not graded by the grower / supplier will be sold as Ungraded Goods.
- 2.2** The description of the Goods is by way of identification only to assist the Buyer and the use of such information shall not constitute an offer by the Company to the Buyer or sale by description or be binding on the Company.
- 2.3** The Buyer agrees that the description of the Goods and any sample or batch sampling or other acceptance procedure nominated by the Company shall be representative of the Goods as to merchandisable quality and the Buyer further agrees not to make any claim against the Company that Goods do not meet the Buyer's requirements with regard to the completion of the order.
- 2.4** The Buyer shall make an offer to the Company based upon the description by grade of the Goods and listed price or auction price and will be declared as a sale by description and binding on the Company only upon acceptance of the order by the Company. The Company may change or withdraw any description or price or any other consideration before the Company accepts an offer from the Buyer. Acceptance by the Company shall be by a Buyer Created Tax Invoice arranged by the Company.
- 2.5** No order accepted by the Company shall be cancelled without the consent of the Company and in such cases the Buyer will be liable to pay the Company for all costs and expenses incurred by the Company in fulfilling the order to the date of cancellation; and if the Goods cannot be cancelled from the grower or re-sold by the Company or are resold by the Company at a loss, the Buyer will be held liable for the cost of the Goods in total or any such loss.

3. Price

- 3.1** The Company shall publish a price list which shall also be the brokered price ruling at the time of the order or the price shall be the price accepted by the Buyer at auction in which case the price and minimum order quantity decisions of the auctioneer shall be final and binding on the Buyer. The price shall exclude Goods and Services Tax and the cost of delivery and insurance and any other industry fees or levies.

4. Payment

- 4.1** Payment shall be cash with order or by direct debit or by credit card remittance (which shall incur an additional 2% service fee) or other terms as may be determined by the Company and payment is to be in full without deduction or setoff according to the terms set out in the invoice.
- 4.2** If payment is not made in full by due date, the Company is entitled to charge the Buyer interest on the unpaid overdue balance at the rate of 1.5% per month and cumulative per month above the current overdraft rate charged by the Company's bank on an overdraft facility calculated from the due date of payment down to the actual date of payment, and the Company may at its option suspend further sales under this contract or any other contract between the Company and the Buyer until the overdue amount and all interest due is paid in full.
- 4.3** If at any time the Company, acting reasonably and in its sole opinion, deems the credit of the Buyer to be unsatisfactory, it may require a deposit against future orders and/or suspend performance of its obligations under this contract or any other contract between the Company and the Buyer until security is provided to the satisfaction of the Company and the Company may further require the Buyer to pay all costs incurred as a result of suspension and re-commencement of the supply of Goods including legal and debt collection costs.
- 4.4** The Company will charge, and the Buyer will pay to the Company all costs, industry levies, charges, and other fees plus GST thereon that may apply to product purchase.
- 4.5** Any industry levies, charges or fees charged by the Company in addition to the purchase price, if recovered by the Buyer from third-party purchasers, must be accurately represented in the Buyer's invoice such that a levy, charge or fee is not represented by the Buyer to be any greater than the actual amount paid by the Buyer to UFG.

5. Delivery and Risk

- 5.1** The Company shall make the Goods available at its site (being any one of the branches around New Zealand as specified / designated by the Company on each occasion for each order) and the uplifting of the Goods by the Buyer or the delivery of the Goods to a courier on behalf of the Buyer shall constitute delivery. If the Buyer fails

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UNITED FLOWER GROWERS LIMITED

Terms of Trade With Buyers For Sale Of Perishable Goods

to take delivery of the Goods within the same day that the Goods have been purchased by the Buyer the Company has the right to charge the Buyer for costs of storage or transport to the Buyers premises or both and if the Goods have perished or deteriorated between the time of purchase and the time of delivery to charge the Buyer for the full cost of the Goods.

- 5.2** Risk in the Goods shall pass to the Buyer upon purchase of the Goods by the Buyer and regardless that the Goods may still be at a Company site / branch and before the Buyer uplifts the Goods, or the Goods may be in the care of a courier on behalf of the Buyer and the Company will not be responsible for any loss or damage or deterioration to the Buyer's Goods or for any part of the Goods that may be missing arising in any way from delays in delivery.

6. Warranty and Guarantees

- 6.1** The Company warrants that it will supply the Goods as the description defined in the grading method and the Buyer agrees that the Buyer will be solely responsible for the fitness of the Goods and for merchandisable quality for the purposes intended by the Buyer and the Buyer further agrees that it will not hold the Company liable in any manner for any mistake or negligence by the Buyer in this regard.

- 6.2** The Company will at its option for Grade One Goods only, refund the Buyer for the amount invoiced or replace Goods that are damaged or defective that are graded as Grade One Goods provided that:

- (a) the Buyer notifies the Company within 24 hours of purchasing the Goods that the Goods are damaged or defective;
- (b) the Company is given reasonable opportunity to investigate the claim; and
- (c) the Buyer returns the Goods to the Company within 24 hours if the Company so requests.

- 6.3** The Buyer agrees that Goods sold as Grade Two or Ungraded Goods are sold without warranty and on a non-refundable and non-replacement basis.

- 6.4** The Company shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the Purchaser or any other person arising directly or indirectly from any breach of any of the Company's obligations arising under or in connection with the contract including delays in the delivery of Goods or from any suspension or cancellation of the contract or from negligence, misrepresentation or other act or omission on the part of the Company, its servants, agents or contractors.

- 6.5** The Company shall not be liable for any breach or failure to perform any of its obligations under this contract / terms and conditions where such breach or failure is caused by war, bad weather, adverse environmental conditions, civil commotion, hostilities, strike or lock, act of God, fire, governmental regulations or directions, or reasons force majeure caused by circumstances beyond the Company's reasonable control. The occurrence of such an event shall not give the Buyer a right of cancellation of any contract.

- 6.6** Notwithstanding anything herein before contained in this section 6 or contained elsewhere in the contract / terms and conditions the liability of the Company in respect of all claims for loss, damage or injury arising from breach of any of the Company's obligations arising under or in connection with the contract / terms and conditions, from any cancellation or suspension or part suspension of this contract or from any negligence, misrepresentation or other act or omission on the part of the Company, its servants, agents or contractors shall be limited, at the Company's option, to replacement of the Goods or the price of the Goods for Grade One Goods only.

7. Grounds for Termination by the Company

- 7.1** This Agreement may be terminated by the Company immediately on written notice to the Buyer, if an Event of Default occurs, or if default of payments due to the Company by the Buyer occurs. Event of Default shall also mean if the Buyer:

- (a) Fails to comply with any warranty conditions of the Goods issued by the Company.
- (b) Shall commit any act of bankruptcy, or enter into any composition or arrangement with creditors.
- (c) Where the Buyer is a Company do any act which would render it liable to be liquidated or if a resolution is passed or proceedings commenced for the liquidation of the Company or if a Receiver or administrator is appointed in respect of all or any assets of the Company.

No release from obligations. Termination or suspension of this agreement shall not relieve the Buyer of its obligations to pay all money owed by it to the Company on any account whatsoever, including interest on overdue amounts, which money shall be payable immediately if an Event of Default occurs notwithstanding that the date for payment of the money may not have arrived. Termination or suspension of this agreement shall not relieve the Buyer from liability arising from any antecedent breach of the terms of this agreement.

Immediate Steps Upon Termination. Except as specifically provided for in this clause 7.1 above, upon the termination of this agreement for any reason, all rights of the Buyer granted by this agreement shall terminate and the Buyer will not be entitled to receive any credit or refund of the whole or any part of the money paid pursuant to this agreement.

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UNITED FLOWER GROWERS LIMITED

Terms of Trade With Buyers For Sale Of Perishable Goods

8. Consumer Guarantees Act 1993

- 8.1** Nothing in these terms is intended to have the affect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act where the Buyer acquires the Goods in a business to business situation and all provisions of these terms shall be read as modified to the extent necessary to give effect to that intention.
- 8.2** The Buyer shall not give or make any undertaking, assertion or representation in relation to the Goods including the grading of the Goods to any other person or company without the prior approval in writing of the Company, and the Buyer shall indemnify the Company against any liability or cost incurred by the Company as a result of any breach by the Buyer of this provision.

9. Applicable Law, Dispute and Arbitration

In the event of any dispute between the Company and the Buyer arising out of this Agreement, the substantive laws of New Zealand shall apply and such dispute shall be referred to an arbitrator who has experience in the perishable goods market to be agreed between the parties and upon failure to reach agreement arbitration be conducted in accordance with the New Zealand Arbitration Act 1996 and any amendments thereof. This clause shall survive any termination or suspension of this Agreement.

10 The Privacy Act 1993

10.1 The Buyer acknowledges that:

10.1.1 Personal information collected or held by the Company (whether contained in this document or otherwise obtained) is provided and may be held, used and disclosed for the following purposes:

- 10.1.1.1** Administering, whether directly or indirectly, the Company's contracts and enforcing the Company's rights thereunder;
- 10.1.1.2** Marketing goods and services provided by the Company;
- 10.1.1.3** Ascertaining at any time the Buyer's creditworthiness and obtaining at any time credit reports, character references or credit statements;
- 10.1.1.4** Enabling the Company to notify any credit agency of any application for credit or default on any obligation of the Buyer to the Company enabling the Company to provide such personal information to any credit agency so such credit agency can maintain effective accounting records;
- 10.1.1.5** Enabling the Company to communicate with the Buyer for any purpose;
- 10.1.1.6** Such personal information is collected by and will be held by the Company whose address is PO Box 5238, Wellesley St, Auckland, New Zealand.

10.2 The Buyer has the right under the Privacy Act 1993 to obtain access to and to request correction of any personal information concerning it held by the Company.

10.3 The Buyer authorises the Company to obtain at any time from any person or entity, any information the Company may require to process and/or accept any application for credit the Buyer may make to the Company or to perform or complete any of the other purposes for which the Buyer has provided personal information to the Company. The Buyer authorises any such person to release to the Company any personal information that person holds concerning the Buyer.

10.4 For the purposes of the preceding clauses the term "the Company" includes any financier or discounter of the Company's contract with the Buyer or any related company of the Company. The term "related company" has the meaning given it by the Companies Act 1993 or replacement legislation.

11. Personal Guarantee:

In consideration of the company at my/our express request (as I/we doth/do hereby admit and acknowledge) granting to ("the Buyer") credit pursuing to the foregoing terms of trade

I/We being director(s) / partner(s) / proprietor(s) of the

Buyer do hereby covenant and agree with the Company granting to the Buyer a credit facility on terms and conditions negotiated between the Company and the Buyer.

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UNITED FLOWER GROWERS LIMITED

Terms of Trade With Buyers For Sale Of Perishable Goods

I/We personally guarantee the payment to the Company on demand of all sums of money owed by the Buyer to the Company pursuant to the credit facility and also liquidated damages and expenses and legal costs incurred by the Company in relation to the credit facility.

I/We as Guarantor acknowledge that I am/we are principal debtors and accordingly the Company may proceed against me/us for recovery of monies whether or not it has first proceeded against the Buyer. If there is more than one person comprising the Guarantor then we acknowledge that we guarantee jointly and severally the obligations of the Buyer to the Company.

I/We acknowledge that no indulgence, granting of time, waiver or forbearance to sue or any other concession relieves me/us from liability herein.

The Buyer and the Guarantor(s) each hereby authorize the Company to make whatever credit reference enquiries it considers justified from my/our financial and other sources and to provide credit references relating to the Buyer and/or the Guarantor(s) if/when requested by the Company of third parties.

IN WITNESS the Guarantors have signed this Deed on the date set out below.

DATED this Day of 20.....

.....
Customer (Signature)

.....
Print Name

1
Guarantor (Signature)

Print Name

.....
Guarantor (1) Address

2
Guarantor (Signature)

Print Name

.....
Guarantor (2) Address

3
Guarantor (Signature)

Print Name

.....
Guarantor (3) Address

.....
Witness (Signature)

.....
Print Name

.....

.....
Witness Address

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