

ACCOUNT APPLICATION FORM

Biogrow Technologies Limited

PO Box 393
Katikati 3166
Bay of Plenty
NEW ZEALAND
Fax +64 7 549 2265
Email: sales@biogrow.co.nz



Biodegradable Cultivation
Pots

Full Name of Applicant: _____

Business Postal Address: _____

Business Delivery Address: _____

Business Phone: _____ Fax: _____

Contact Person Mr/Mrs/Miss/Ms (please circle one) _____

Mobile: _____

E-Mail Address _____

Bank: _____ Branch: _____

Trading References

(1) _____ Phone _____

(2) _____ Phone _____

(3) _____ Phone _____

- I/We hereby make application for a credit account to be opened in the name of the above company/person.
- I/We have read, understood, and accept your Terms and Conditions of Sale and agree to abide by them.
- I/We understand that the completion of this form does not guarantee that a credit account will be opened.
- We authorise you to make credit checks as above
- I/We acknowledge that all information I/we have provided is true and correct.

Signed _____ Position _____ Date _____

Please refer to terms and conditions of sale overleaf.
Thank you for your interest in becoming a Fertil Pots customer!

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TERMS AND CONDITIONS OF SALE

Prior to placing an order for goods and/or services with Biogrow Technologies Limited (hereafter referred to as "The Company"), customers are advised to carefully read the following terms under which the Company accepts orders:

ACCEPTANCE: Placement of order shall constitute acceptance of the Company's Conditions of Sale.

ACKNOWLEDGEMENT: Orders received by fax or email will be acknowledged within 24 hours of receipt, advising time and date of despatch

GOODS & SERVICES TAX: The customer shall pay Goods and Services Tax at the rate applying at the time of supply pursuant to the Goods and Services Tax Act 1985.

SUSPENSION OR CANCELLATION OF ORDER: Should any order be suspended or cancelled on the customer's instructions, the customer shall pay or reimburse the Company for all expenses and losses incurred or arising from suspension or cancellation.

FREIGHT: Unless otherwise specified, prices are based on delivery ex store. Quotes for freight can be supplied on request.

CLAIMS: It is the responsibility of the customer to check that cartons (and the product therein) are not damaged on arrival. Any damage must be notified to the freight company and ourselves immediately. Any complaint must be confirmed in writing within 5 working days of receipt of goods. After that date the customer is deemed to have accepted the goods as complying in full with the order.

OUTSIDE INFLUENCES: The Company shall not be responsible for any delay, default, loss or damage due to any industrial disputes, accidents, acts of God, shipping or other transport delays, or other causes beyond the Company's control.

OWNERSHIP OF GOODS: All goods shall remain the property of the Company as legal and equitable owner until payment in full of all monies due to the Company for the goods or in respect of any other debt owed by the customer to the Company.

PAYMENT TERMS: **All orders are discounted by 20% if paid on delivery.** Otherwise payment is due in full on or before the 20th of the month following delivery of the order. Overdue accounts will incur an extra charge of 2% per month. The Company shall not be obliged to complete any order where payment for any previous order is overdue.

INDENT ORDERS: Indent orders cannot be cancelled by the Buyer prior to delivery or returned for credit after delivery. Indent orders must be on Buyer's Company stationery.

DISCOUNT FOR INDENT ORDERS: Indent orders will be discounted by an extra 5%, for a total 25%, to be paid on delivery.

THIRD PARTY COSTS: The customer shall pay or reimburse to the Company all court and solicitors costs (on a solicitor-client basis) and/or debt collecting agency costs incurred by the Company in recovering or attempting to recover any monies owing to the Company by the customer. Such costs (including GST) shall bear interest from the date of payment of such cost by the Company to the date of payment or reimbursement by the customer to the Company.