



Irrigate New Zealand Limited

PO Box 39053 Harewood, Christchurch

Tel: +64 21 405 557

Application for Credit Account

sales@irrigate.nz

Account Name (In Full)	
Address for Statements	Street or Box Number
	Area
	City & Postcode
Telephone Number	
Fax Number	
E mail for A/C Payable	E mail Invoices Y/N E mail Statement Y/N
Contact name A/C Payable	
Address for Invoices	Street or Box Number
	Suburb
	City & Postcode
Telephone Number	
Fax Number	
Address for Delivery	Street Number
	Suburb
	City & Postcode
Contact Name - Purchasing	
email address - Purchasing	

Privacy Act 1993

The applicant authorises any person or company to provide Irrigate New Zealand Limited with such information as it may require in response to Irrigate New Zealand Limited credit enquiries of the applicant. The applicant further authorises Irrigate New Zealand Limited to furnish to any third parties details of this application and any subsequent dealing that the applicant may have with Irrigate New Zealand Limited as a result of this application being actioned by Irrigate New Zealand Limited. In terms of the Privacy Act 1993 the applicant irrevocably authorises Irrigate New Zealand Limited to seek and exchange information with any person, company or agency in regard to the applicant's credit rating.

I/We hereby declare that the above given information is to the best of my/our knowledge true and complete and that I/We agree to Irrigate New Zealand Limited's standard Terms and Conditions of Trade, a copy of which follows.

Signature:.....

Name:.....

Title:.....

Date:.....

Copy Driver's Licence or Birth Certificate or Passport required for Sole Trader or partnership

Initial:

Date:



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Full Name of Customer	Company No.
Trading Name (If any)	
Registered Address	

Paid Up Capital \$	
Banker	

Names of Directors / Partners	Address
1. Name	
2. Name	Address
3. Name	Address

Estimated annual purchases with Irrigate New Zealand Limited: \$
Estimated monthly credit level required: \$

Trade References:	
1. Name	Telephone
2. Name	Telephone
3. Name	Telephone
4. Name	Telephone

Initial:
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TERMS AND CONDITIONS OF TRADE

Definitions

Commissioning	means the Goods have completed Installation and are fully functioning or able to be fully functioning whether water and/or power is permanently supplied.
Commissioning Report	means a report provided by Irrigate New Zealand Limited to the buyer post commissioning for the purpose of confirming the irrigator meets the uniformity standards set out by Irrigation New Zealand.
Conditions	means these General Irrigate New Zealand Limited Terms and Conditions of Trade.
Consents	means all resource consents under the Resource Management Act 1991, building consents under the Building Act 2004 and any other regulatory or third-party consents required for the installation of the Goods on the Buyer's land.
Contract	means the contract as formed under condition 1.2 of these Conditions, and which the Quotation, and these Conditions form part of.
Goods	means the irrigation and pumping equipment and associated goods and installation services referred to in the Quotation, and any agreed variation.
Installation	means the construction of the Goods on the buyers' land.
Property	means the Buyer's land on which the goods will be delivered and installed
Quotation	means the letter from Irrigate New Zealand Limited to the Purchaser that includes details and prices of irrigation and pumping equipment, design, installation, location, site specific requirements such as water and power supply, timeframes, and other relevant matters.
Quotation Price	means the price for the Goods as set out in the Quotation.
Total Price	means the price for the Goods as set out in the Quotation, plus any additional charges payable under these Conditions.
INZ Ltd	means Irrigate New Zealand Limited.

1. Contract

- 1.1. The Contract, Quotation and these Conditions comprise the entire agreement between the parties as to the sale and purchase of the Goods. If there is any inconsistency between these documents, they apply in the following order of priority - the Quotation, and then these conditions.
- 1.2. A Contract under these Conditions will come into existence between INZ Ltd and the Buyer once the Buyer signs the acceptance section of the Quotation and returns it to INZ Ltd with a deposit of 50% of the Quotation Price. The Buyer cannot cancel a Contract for Goods after signing the Quotation unless otherwise agreed by INZ Ltd.
- 1.3. Unless otherwise stated in the Quotation, the Quotation remains open for acceptance for the period of 30 days following the date of Quotation, unless withdrawn by INZ Ltd prior to acceptance.
- 1.4. The Buyer is responsible for obtaining all necessary Consents to install and operate the Goods.

2. Title, Risk and Security

- 2.1. Any commencement dates or completion dates specified are indicative only. While INZ Ltd will use all reasonable endeavours to meet any timeframes specified in the Contract, INZ Ltd will not be liable to the Buyer for damages directly or indirectly arising from any delay or failure in delivery or Installation of the Goods for any reason.
- 2.2. The risk in the Goods shall pass to the Buyer immediately upon delivery to the Property, whether installed immediately or not. The Buyer will insure the Goods for their full replacement value from the time of delivery to the Property.
- 2.3. Ownership in the Goods does not pass to the Buyer, notwithstanding the affixing of the whole or any part of the Goods to the Property or other assets, until INZ Ltd has received payment in full for the Goods from the buyer.
- 2.4. Until title passes to the Buyer:
 - a. the Buyer shall hold the Goods as bailee of INZ Ltd; and
 - b. if the Buyer sells or uses any Goods, the proceeds of such sale or use (in whatever form) are INZ Ltd's property, and the Buyer must pay all such proceeds or other monies to INZ Ltd and otherwise deal with such proceeds or other monies as INZ Ltd directs.
 - c. Nothing in this clause should be construed as authorising any dealing by the Buyer with the Goods, unless INZ Ltd has given its prior permission in writing.
- 2.5. If any part of the Goods become incorporated into any other machinery, plant or equipment so as to lose its separate identity, then the title of that proportion of the machinery, plant or equipment so integrated equal in value to the Total Price owed to INZ Ltd is reserved and vested in INZ Ltd, until payment is received in full of the Total Price.
- 2.6. INZ Ltd shall be in no way liable for any delay in the delivery of any Goods. Where the Buyer does not take delivery of the Goods by the delivery date specified, the Buyer shall pay INZ Ltd's reasonable storage costs until such time as the Buyer accepts the Goods.

3. Third-Party Suppliers

- 3.1. As part of INZ Ltd's work for the Buyer it may liaise with third-parties on behalf of the Buyer to secure the supply of their goods or services on favourable terms. INZ Ltd may remain actively involved to facilitate ongoing supply or it may refer the Buyer to third-party suppliers directly.
- 3.2. In all cases where the Buyer is directly contracting with a third-party supplier, the Buyer will be responsible for complying with that third-party's terms and requirements including delivery and payment terms.

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4. WARRANTIES AND LIABILITY

4.1. INZ Ltd warrants that:

- a. new Goods that are designed and manufactured by INZ Ltd will be free of defective workmanship and/or materials and will meet the specifications for those Goods described in Appendix A;
- b. services performed by INZ Ltd will be carried out in a professional manner and to accepted industry standards.

This warranty is valid for one year from the date of delivery to the property. It does not cover:

- c. depreciation due to normal wear and tear;
- d. any fault or malfunction due to misuse, or any external cause or accident, or the use of parts or components not supplied by INZ Ltd or any repair not authorised by INZ Ltd. This warranty does not apply to Goods that are not designed and manufactured by INZ Ltd. Any third-party manufacturer's warranty shall be the sole warranty in respect of those Goods.

4.2. INZ Ltd will not be required to accept any warranty claim unless and until the Buyer has paid all amounts due and owing under the Contract.

4.3. The Buyer shall notify INZ Ltd of any alleged defect in machinery, equipment or services within 7 working days from the Buyer becoming aware of the alleged defect. INZ Ltd will not accept any liability for:

- a. repairs or work undertaken by a third party during the warranty period unless INZ Ltd has approved the undertaking of such work in writing, prior to it being undertaken. The Buyer acknowledges that where INZ Ltd has not inspected the alleged defect prior to it being repaired, it will not be in a position to determine whether the Buyer has a valid warranty claim and therefore any claim will be declined;
- b. any defect in machinery, equipment or services where the Buyer has not notified INZ Ltd of the alleged defect within 7 working days from the Buyer becoming aware of the alleged defect. The Buyer acknowledges that failure to deal with any alleged defect in a timely manner may cause damage to the machinery or equipment and/or additional loss to the Buyer and therefore time is of the essence in notifying INZ Ltd of any defect. INZ Ltd may decline any warranty claim where, acting reasonably, it considers that failure to deal with an alleged defect in a timely manner has exacerbated any damage to the machinery or equipment or caused additional damage.

4.4. The Buyer agrees that:

- a. the Goods are supplied and acquired in trade and the Contract is entered into in trade; and
- b. it has not relied on any representations made by INZ Ltd in entering into the Contract or purchasing the Goods; and
- c. it had the opportunity to negotiate the Contract and receive advice from and be represented by a lawyer in relation to the Contract.

4.5. All statutory and other implied warranties are excluded to the fullest extent that is lawful to do so. The Sale of Goods Act 1908 is expressly contracted out of to the maximum extent possible. Other than as required by law or expressly set out in these Conditions, INZ Ltd does not give any representation or warranty concerning the Goods' description, condition, unencumbered, quality or fitness for any purpose. It is the Buyer's responsibility to satisfy themselves as to the condition and quality and fitness for purpose of the Goods and the Buyer accepts the Goods on this basis.

4.6. The Buyer agrees to use all Goods strictly in accordance with any directions, instructions and terms contained on the Goods labels, packaging and in any other product information supplied by INZ Ltd with or in respect of the Goods.

4.7. Notwithstanding anything in these Conditions, INZ Ltd (and their agents) will not be liable in connection with this or any other contract or in respect of the supply or failure to supply any Goods or the purported exercise of INZ Ltd.'s rights under these Conditions for any:

- a. indirect loss, loss of income, profits, savings or goodwill or for any indirect or consequential loss or special or exemplary damages; or
- b. amount exceeding the Total Price.

4.8. INZ Ltd.'s liability under the Contract and in respect of its supply of the Goods and associated services (if any) will be limited to:

- a. the repair or replacement of the defective Goods or the re-performance of the service; or
- b. payment of compensation to a maximum amount that does not exceed the Total Price for the defective Goods, at INZ Ltd election, as the case may be. This is the Buyer's sole right to compensation from INZ Ltd.

5. Prices and Variation

5.1. The Quotation Price excludes GST (if any), the cost of labour, materials and equipment, freight and variable and fixed expenses and where appropriate rates of currency exchange operating at the date of Quotation.

5.2. It is the responsibility of INZ Ltd to advise the Buyer of any and all variations to the Quotation, including any variations to the Quotation Price due to currency exchange fluctuations, as soon as possible so the parties can agree on an acceptable solution. Any variation to the terms of the Quotation or to the Quotation Price must be agreed by both the Buyer and INZ Ltd in writing.

5.3. If a variation affects price or time required for performance, a fair adjustment in the Quotation Price will be made as agreed between the parties.

5.4. The Buyer will not pay for Goods that are not delivered and installed.

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6. Terms of Payment

Debont Centre Pivots and Linear Irrigators:

6.1. The Buyer shall pay the Total Price of the Debont Centre Pivot and/or Linear Irrigator as follows:

- a. 50% of the Quotation Price is payable on signing the Quotation;
- b. 35% of the Quotation Price plus any currency variation is payable upon delivery of the Debont Centre Pivot or Linear Irrigator to the Buyer's site; and
- c. the balance of the Quotation Price plus any additional costs for which the Buyer is liable pursuant to this agreement are payable upon Commissioning.

Bauer Centre Pivots and Linear Irrigators:

6.2. The Buyer shall pay the Total Price of the Bauer Centre Pivot and/or Linear Irrigator as follows:

- a. 10% of the Quotation Price is payable on signing the Quotation;
- b. 75% of the Quotation Price plus any currency variation is payable upon delivery of the Bauer Centre Pivot or Linear Irrigator to the Buyer's site; and
- c. the balance of the Quotation Price plus any additional costs for which the Buyer is liable pursuant to this agreement are payable upon Commissioning.

Non-Debont Irrigators, Pumping Units and Other Associated Equipment:

6.3. The Buyer shall pay the Total Price of the contract value excluding Debont and Bauer Pivots and Linear as follows:

- a. 30% of the Quotation Price is payable on signing the Quotation;
- b. Progress payments will be invoiced based on the percentage of work completed or delivery of materials to site.
- c. Invoicing of Non-Debont/Bauer Irrigators, Pumping Units and Other Associated Equipment will be invoiced monthly payable within 14 days of invoice.
- d. INZ Ltd reserves the right to request payment of the balance owing for the Total Price of the non- Debont/Bauer Irrigators, pumping units and Other Associated Equipment prior to Commissioning if Commissioning of the Goods is not possible due to circumstances beyond INZ Ltd.'s control. Such circumstances include, but are not limited to, the presence of crops or removal of trees.

All Goods

6.4. Receipt by INZ Ltd of any cheque or other bill of exchange or any promissory note is not deemed to be payment or conditional payment until honoured or cleared and until such time does not prejudice or affect INZ Ltd.'s rights, powers and remedies against the Buyer and/or the Goods. If the Buyer, acting in good faith, disputes an invoice for Goods, the Buyer may retain a maximum of 5% of the amount of the disputed invoice (excluding GST) pending resolution of the dispute. INZ Ltd reserves its usual right to charge interest on unpaid invoices at a rate of 2.5% per month

Return of Goods for Credit

6.5. No Goods will be accepted for return and credit without INZ Ltd.'s prior written authority and then only on such terms as INZ Ltd may agree. All Goods accepted by INZ Ltd for credit must be delivered at the Buyer's expense in original condition and packaging and are subject to INZ Ltd.'s inspection upon receipt. Credit will not be given for damaged or used Goods or freight or restocking charges.

7. Claims

7.1. If the Buyer has any claim in respect of faulty Installation, ineffective operation of the Goods or short supply of any parts of the Goods, the claim must be made to INZ Ltd in writing within 28 days of date of delivery or Installation as applicable. The fact that no such claim has been made is conclusive evidence in any proceedings between INZ Ltd and the Buyer that the Goods at the time of delivery and/or Installation were in good working order and condition and the Buyer is deemed to have accepted this.

8. Confidentiality

8.1. Drawings, illustrations and specifications relating to the Goods remain the property of INZ Ltd and the Buyer will only disclose this confidential information if it is necessary or desirable to enable the Buyer to complete this transaction or meet its obligations under the Contract (i.e. with any professional advisors assisting in the purchase of the Goods).

8.2. Any other disclosure of this information, in writing or orally or in any other way whatsoever to a third party, must not be made without first obtaining INZ Ltd's written consent.

9. Default

9.1. If the Buyer:

- a. fails to pay any invoice when due;
- b. becomes insolvent, commits an act of bankruptcy, is adjudicated bankrupt or makes any composition or arrangement with creditors;
- c. being a company, goes into liquidation whether compulsory or voluntary, other than for the purpose of and followed by amalgamation or reconstruction, or has a receiver appointed in relation to any part of its business or assets;

then INZ Ltd reserves the right:

- d. to treat all sums due or to become due from the Buyer whatsoever as immediately due and payable and to cancel any Contract with the Buyer or to cancel or suspend delivery of Goods and execution of work; and
- e. by its officers, servants or agents to enter into and on the property (without the necessity of giving notice) where the Goods may be Installed or stored and to search for, remove and take possession of the Goods without being in anyway liable to the Buyer or anyone claiming against the Buyer for doing so.

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10. Force Majeure

- 10.1. Neither party will be liable to the other for any act, omission or occurrence that would otherwise be a breach of the Contract by that party, where such act, omission or occurrence is caused directly or indirectly by an Act of God, frost, snow, wind, flood, electrical failure, fire, armed conflict, labour dispute, civil commotion, Government intervention or inability to obtain labour or materials, accidents, transportation delays, or any other cause beyond the reasonable control of the party unable to perform their obligation (Force Majeure), during the time and to the extent that performance of that party's obligation is prevented, wholly or substantially, by Force Majeure.
- 10.2. The party claiming the benefit of this clause must take all reasonable steps to remedy or abate the Force Majeure. If by reason of Force Majeure a party is unable to perform any obligation under this Contract for a period of 30 days, the other party may on giving 15 day's written notice to that party cancel the Contract without prejudice to the rights of either party in respect to any pre-existing breach of the Contract.
- 10.3. For the avoidance of doubt, an inability to pay money is not an event of Force Majeure.

11. Relationship

- 11.1. The relationship between the Buyer and INZ Ltd is as buyer and seller. There is no partnership, joint venture, employment relationship, or agency.

12. Assignment

- 12.1. The Buyer must not assign or subcontract or mortgage, charge or encumber any of its rights or obligations under a Contract without INZ Ltd's prior written consent (which may be withheld at its sole discretion).
- 12.2. INZ Ltd may transfer its rights and obligations under the Contract by notifying the Buyer in writing.

13. Dispute Resolution

- 13.1. If a dispute arises the parties will try to settle the dispute by mediation before resorting to litigation or arbitration. Either party may initiate mediation by giving written notice to the other. Mediators should be agreed upon by the parties but if the parties cannot agree on one within seven days after the mediation has been initiated, then the mediator shall be appointed by the chairperson of the New Zealand chapter of the Resolution Institute.

14. Counterparts

- 14.1. The Quotation and/or Conditions may be executed in two or more counterparts, each of which will be deemed an original, but all of which together will constitute the same document. The Quotation and/or Conditions may be executed on the basis of an exchange of fax or pdf copies.

15. Governing law

- 15.1. These Conditions will be interpreted and governed by the laws of New Zealand and the New Zealand courts will have non-exclusive jurisdiction in respect of all matters between the parties.

Initial:

Date: