

TRADE ACCOUNT APPLICATION

Most applications take under 10 minutes. Cash accounts complete Sections A and C only.

STEP 1 — CHOOSE YOUR ACCOUNT TYPE *tick one*

☐ CASH ACCOUNT

Pay before dispatch by bank transfer or card. No credit checks, no references, no guarantee. Usually open within 1–2 working days.

Complete: Section A → Section C (sign)

☐ CREDIT ACCOUNT

Monthly account, payment by the 20th of the month following invoice. Subject to credit check and approval. Usually open within 5 working days.

Complete: Section A → Section B → Section C (sign)

SECTION A — ABOUT YOUR BUSINESS *all applicants*

Registered / legal name			
Trading name <i>if different</i>			
NZBN		GST number	

Business structure

☐ Sole trader
 ☐ Partnership
 ☐ Limited company
 ☐ Trust / other

Years trading		Number of staff	
Physical stores <i>how many, and where</i>			
Website / online store <i>URL</i>			
Third-party marketplaces <i>Trade Me, Amazon, etc. — list any you sell on or plan to. Approval required, see clause 2.4</i>			

Delivery address

Street			
Suburb		City & postcode	
Delivery instructions <i>loading dock, hours, signature required, etc.</i>			

Postal / head office address ☐ Same as delivery

Street			
Suburb		City & postcode	

Contacts

Owner / manager name		Role	
Mobile		Email	
Accounts email <i>for invoices and statements</i>		Accounts phone	
Buyer / orders contact <i>if different</i>		Buyer email	

What are you interested in stocking?

Tick all that apply. This helps us put you in touch with the right account manager and price list.

- | | | |
|--|--|--|
| ☐ Cameras, lenses & imaging | ☐ Tripods, bags & support | ☐ Portable power & solar |
| ☐ Optics & outdoor | ☐ Cases & protection | ☐ Consumer tech & accessories |

Specific brands or products			
Expected monthly spend <i>rough estimate is fine</i>		How did you hear about us?	

SECTION B — CREDIT APPLICANTS ONLY *skip this section for a cash account*

Credit limit requested <i>per month, excl. GST</i>	\$	Current suppliers you buy from on credit	
---	----	--	--

Two trade references

Suppliers you currently hold a credit account with. Please let them know we may contact them.

Reference 1 — company		Contact name	
Phone		Email	

Reference 2 — company		Contact name	
Phone		Email	

Credit check authorisation

By applying for a credit account you authorise Lacklands LP to obtain credit reports on the business (and on any guarantor) from a credit reporting agency, to contact the trade references above, and to report defaults to credit reporting agencies. See clause 15 of the terms.

Personal guarantee — limited companies only

If you are applying for credit as a limited company, one director must also sign the personal guarantee in Section C. Sole traders and partnerships are already personally responsible for the account, so no guarantee is required.

TERMS OF TRADE

Part 1 applies to every account. Part 2 applies only if you hold a credit account with us. These terms are written in plain English on purpose — if anything is unclear, ask us before you sign.

PART 1 — ALL ACCOUNTS

1. These terms

- 1.1 "We", "us" and "Lacklands" means Lacklands LP and any related company. "You" means the applicant named in this form and anyone ordering on your behalf. "Goods" means anything we supply to you.
- 1.2 These terms apply to every order you place with us and override anything in your purchase order or other paperwork. We will only vary them for you in writing.
- 1.3 We may update these terms by posting the new version on our website or sending it to you. Orders placed after that are on the updated terms.

2. Orders and supply

- 2.1 We may accept, decline or reduce any order without giving a reason. If you have already paid for an order we decline, we will refund the difference.
- 2.2 Goods are supplied for resale in New Zealand only. You must not export Goods, or sell them for export, without our written agreement. Our distribution agreements may also limit what we can supply.
- 2.3 You may cancel an order within 14 days of placing it. After that, or where we have incurred costs on your order (such as special-order or indent stock), you remain liable for those costs.
- 2.4 You may sell the Goods in your own physical stores and on your own website. You must not list or sell the Goods on any third-party online marketplace (for example Trade Me, Amazon, eBay, TheMarket or Temu), or through any other reseller, without our prior written approval for that marketplace and those brands. Our suppliers restrict this to protect their brands, and we may decline, limit or withdraw approval at any time. Breach entitles us to suspend supply or close the account.

3. Prices and charges

- 3.1 Prices exclude GST unless stated and may change without notice. The price is the one on our invoice.
- 3.2 Freight is charged to you unless we have agreed otherwise. Duties, levies, bank and card fees or similar charges are for your account.

4. Payment on a cash account

- 4.1 Unless you hold an approved credit account, payment is due in cleared funds before dispatch. We will send a pro-forma invoice with payment details.
- 4.2 Payment must be made without set-off, deduction or counter-claim except as permitted by law.

5. Delivery, risk and ownership

- 5.1 We deliver to the address you give us. Delivery dates are estimates; we are not liable for delay.
- 5.2 Risk in the Goods passes to you on delivery. Ownership passes when we have received payment in full. If the Goods are lost or damaged before ownership passes, you must account to us for any insurance proceeds.

6. Checking your order and returns

- 6.1 Check your Goods on arrival. Tell us within 48 hours of delivery, quoting the invoice number, about any shortage,

damage, or Goods that do not match what you ordered. Give us a reasonable chance to inspect. If we are not told within 48 hours the Goods are treated as delivered complete and in good order.

- 6.2 We only accept returns we have agreed to in writing. Unless the return is our error, returned Goods must be freighted at your cost and arrive in the condition they were delivered, with all packaging and accessories.
- 6.3 Faulty Goods are handled under the manufacturer's warranty. Where Goods are accepted as faulty we will, at our option, repair, replace or credit them.

7. Warranties, consumer claims and liability

- 7.1 We know most of what we supply is sold on to consumers, and that you have obligations to them under the Consumer Guarantees Act 1993. We stand behind our brands: where a consumer returns Goods to you with a genuine fault covered by the manufacturer's warranty or the Act, we will repair, replace or credit those Goods through our warranty process, and we will meet our own obligations as importer directly to consumers where the Act requires. You must follow our warranty and returns process, and give us the chance to assess the Goods before you replace or refund them.
- 7.2 As between you and us, you are buying for business purposes, so the Consumer Guarantees Act does not apply to our supply to you. The only warranties we give you are those in writing, including the manufacturer warranties we pass on and our commitment in clause 7.1.
- 7.3 To the extent the law allows, our liability to you for any Goods is limited to repairing, replacing or crediting them, or refunding the price you paid, at our option. We are not liable for indirect or consequential loss, lost profit or business interruption, however caused. Nothing in these terms limits the rights of a consumer under the Act.
- 7.4 Product information we publish is provided in good faith; you must assess suitability for your own customers.

8. Brands and intellectual property

- 8.1 The trademarks, brand names, images and content relating to the Goods belong to us or our suppliers. While you hold an account you may use them to promote and resell the Goods in New Zealand, in line with any brand guidelines we provide. You gain no other rights in them.

9. Privacy

- 9.1 We collect the information in this form to open and manage your account, process orders, and keep you informed about products and promotions. We handle it in accordance with the Privacy Act 2020, and you may ask to see or correct it at any time by emailing accounts@lacklands.co.nz.

10. General

- 10.1 New Zealand law applies and New Zealand courts have exclusive jurisdiction.
- 10.2 If any clause is unenforceable the rest still applies. We are not liable for failure caused by events beyond our reasonable control. We may assign or subcontract our rights. This form may be signed electronically or in counterparts; a scanned or PDF signature is binding.

PART 2 — CREDIT ACCOUNTS

Applies in addition to Part 1 if we approve a credit account for you. Where Part 2 conflicts with Part 1, Part 2 prevails.

11. Credit

- 11.1 Credit is at our discretion. We may refuse it, set or change a credit limit, or suspend or withdraw credit at any time if we consider your financial position or account conduct requires it. If credit is withdrawn, everything you owe becomes payable on demand and clause 4 applies to further orders.
- 11.2 Each order you place is a representation that you are solvent and able to pay your debts as they fall due. You must tell us promptly about anything that could reasonably affect our decision to supply you on credit, including any change of ownership, business name or structure.

12. Payment on a credit account

- 12.1 You must pay each invoice in full, in cleared funds, by the 20th of the month following the invoice date, without set-off or deduction.
- 12.2 If you do not, you are in default and we may: (a) charge interest at 2% per month, compounding monthly, on the overdue balance until paid, before and after any judgment; (b) reverse any discounts, rebates or promotional pricing applied to the overdue invoices; (c) suspend supply and credit; and (d) treat all amounts on your account as immediately due.
- 12.3 A statement of account signed by us is conclusive evidence of the amount owing unless you can show it is wrong.

13. Ownership of Goods and PPSA

- 13.1 Ownership of all Goods stays with us until you have paid us everything you owe on any account. Until then you hold the Goods as our bailee, must store them so they are identifiable as ours, and must not grant a security interest over them to anyone else.
- 13.2 You may sell the Goods in the ordinary course of your business. If you do so before paying us, you hold the proceeds (up to the amount you owe us) on trust for us in a separate account. If Goods are incorporated into other products, our ownership extends to those products as security for what you owe.
- 13.3 You grant us a purchase money security interest ("PMSI") under the Personal Property Securities Act 1999 ("PPSA") in all Goods we supply now or in future, and in their proceeds, and agree that it attaches when the Goods are supplied and has not been deferred or postponed. We may register a financing statement on the PPSR, and you must sign anything and provide any information we reasonably need to register and perfect our interest.
- 13.4 You waive your right to receive a verification statement, and agree that sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131, 132, 133 and 134 of the PPSA do not apply as between you and us. Our rights under these terms are in addition to our rights under Part 9 of the PPSA.
- 13.5 If you are in default, or we reasonably believe you are about to be, you irrevocably authorise us and our agents to enter any premises where the Goods are held at any reasonable time and to remove and repossess them. We may resell repossessed Goods and credit your account with the net proceeds after our costs, or keep them and credit your account with their invoice value less a reasonable allowance for wear, depreciation, obsolescence and costs. We are not liable for any loss you suffer as a result, unless the law says otherwise.

- 13.6 Our right to repossess does not entitle you to return unpaid Goods to us as a way of settling your account.

14. Default and costs

- 14.1 If you stop trading, become insolvent, bankrupt or subject to receivership, liquidation, voluntary administration or an arrangement with creditors, or if the Goods are seized under any process, then automatically: credit is suspended, all amounts on your account become immediately payable, and we may cancel any unfulfilled orders.
- 14.2 You (and any guarantor) must pay all costs we incur in recovering overdue amounts or enforcing these terms, including collection agency fees and legal costs on a solicitor/client basis, and all costs of registering, maintaining and enforcing our security interest.
- 14.3 No delay or failure by us to enforce a right waives it. Our rights are cumulative and in addition to those at law.

15. Credit checks and credit reporting

- 15.1 You and any guarantor authorise us to collect, hold and use personal and business information to assess this application and your ongoing creditworthiness; to obtain reports about you from credit reporting agencies (which may include Centrix, Equifax or illion) now and in future; to contact your trade references and bank; and to give information about your account, including any defaults, to credit reporting agencies and debt collection agencies.
- 15.2 This information is handled under the Privacy Act 2020 and the Credit Reporting Privacy Code. You and any guarantor may request access to and correction of information we hold.

16. Personal guarantee (limited company applicants)

- 16.1 In return for us opening a credit account for the company, the guarantor who signs Section C unconditionally guarantees, as principal debtor, payment on demand of everything the company owes us now or in future, together with interest and recovery costs. Where there is more than one guarantor, liability is joint and several.
- 16.2 The guarantee is continuing. It is not affected by us giving the company time, changing its credit limit, varying these terms, releasing any other security or guarantor, or by any change in the company's ownership or name. It ends only when we release it in writing after the account is paid in full and closed.

SECTION C — DECLARATION AND SIGNATURES *all applicants***By signing below I confirm that:**

- the information in this application is complete and correct, and I am authorised to open this account on behalf of the business;
- I have read and accept the Terms of Trade, Part 1; and
- if I have ticked Credit Account, I also accept Part 2 and authorise the credit checks described in clause 15.

Applicant

Full name		Position (owner / partner / director)	
Signature		Date	

Partnerships: both partners should sign. Add the second partner here.

Full name		Signature and date	
-----------	--	--------------------	--

PERSONAL GUARANTEE *credit account + limited company only — otherwise leave blank*

I personally guarantee payment of everything the company named in Section A owes Lacklands LP, on the terms set out in clause 16 of the Terms of Trade. I understand this means I can be required to pay the company's debts to Lacklands from my own assets.

Director's full name		Date of birth (for credit check)	
Home address		Mobile / email	
Signature		Date	

Send the completed form to accounts@lacklands.co.nz

Cash accounts are usually open within 1–2 working days; credit accounts within 5. We will email you your account number and your account manager's details.

Lacklands use only

Account type approved		Account number	
Credit limit		Payment terms	
References checked / credit report		PPSR registration	
Marketplace approval ☐ Approved ☐ Declined		Approved marketplaces / brands	
Approved by		Date	