

BLOOMZ

TRADE TERMS & CONDITIONS

1. Definitions

- 1.1 "BLOOMZ" shall mean **Bloomz New Zealand Limited** or any agents or employees thereof.
- 1.2 "Customer" shall mean the customer, any person acting on behalf of and with the authority or apparent authority of the customer, or any person purchasing goods from BLOOMZ.
- 1.3 "Goods" shall mean all goods or services, provided by BLOOMZ to the Customer.
- 1.4 "Price" shall mean the cost of the goods as agreed between BLOOMZ and the Customer as specified in the Proforma Invoice.
- 1.5 "Proforma Invoice" shall mean the BLOOMZ proforma invoice forwarded to the customer confirming description, quality, quantity, price, currency, payment terms, delivery and any other specific terms and conditions for any supply or part supply.

2. Acceptance & Supply

- 2.1 All arrangements and instructions between the parties shall be agreed in writing. Upon finalisation of any terms BLOOMZ shall produce a Proforma Invoice. BLOOMZ shall not be required to supply goods unless the Proforma Invoice is signed by the Customer and returned to BLOOMZ within 48 hours of it being provided to the customer.
- 2.2 BLOOMZ shall accept no variations to any terms unless such terms are in writing and BLOOMZ shall not be liable for any delays due to the customer's failure to sign and return the Proforma Invoice.

3. Collection & Use of Information

- 3.1 The Customer authorises BLOOMZ to collect, retain and use any information about the Customer for the purpose of assessing the Customer's credit worthiness or enforcing any rights under this contract.
- 3.2 The Customer authorises BLOOMZ to disclose any information obtained to any person for the purposes set out in clause 3.1.

4. Price

- 4.1 The price shall be specified on the Proforma Invoice and BLOOMZ shall not be bound to any other pricing indications whatsoever.

5. Payment

- 5.1 Payment for the Goods shall be made in full to BLOOMZ prior to dispatch of any goods to the Customer. BLOOMZ shall not be responsible for any delay in dispatch should payment be delayed for any reason.
- 5.2 In the event that the arrangements between the parties provides for payment other than as provided in 5.1 or in any other case where payment has not been made interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month. BLOOMZ may automatically debit such interest charges to the customer's account with the company.
- 5.3 Any expenses disbursements and legal costs incurred by BLOOMZ in the enforcement of any rights contained in this contract, including any reasonable solicitor's fees or debt collection agency fees shall be paid by the Customer.
- 5.4 Payment shall not be deemed made until such payment is represented by cleared funds to the account of BLOOMZ.

6. Claims

- 6.1 BLOOMZ takes the greatest care that all products sold by it is to the best of its knowledge true to name and description and if applicable to the quality of samples or specifications supplied
- 6.2 No claim regarding quality, quantity or description of the goods supplied shall be accepted by BLOOMZ unless the Customer notifies BLOOMZ with details of any deficiencies within 7 days of receipt of the Goods by the Customer.
- 6.3 BLOOMZ shall not be liable for any loss or damage of any kind whatsoever whether such loss or damage arises directly or indirectly from goods or services or advice provided.
- 6.4 BLOOMZ liability for loss arising from any defect or non compliance of product supplied is limited at the option of BLOOMZ to either replacement of the goods or refund not exceeding the invoice value of the defective goods.

- 6.5 The purchaser recognizes that product may be degraded, damaged, or killed by heat, cold, lack of water, exposure to sunlight or chemical, improper handling or careless transportation and recognizes that after delivery all these factors are beyond the company's control.

7. Deposits

- 7.1 Any deposits received by BLOOMZ are non-refundable to the Customer.

8. Title

- 8.1 Title in the Goods passes to the Customer when the customer has made payment for the Goods.
- 8.2 Where the Customer has not paid for any Goods in its possession property in such Goods shall remain with BLOOMZ.
- 8.3 The Customer gives irrevocable authority to BLOOMZ to enter any premises occupied by the Customer, at any reasonable time, to remove any Goods not paid for in full by the Customer. BLOOMZ shall not be liable for costs, damages or expenses or any other losses incurred by the Customer or any third party as a result of this action.

- 8.4 The Customer will keep the goods supplied by BLOOMZ separate and identifiable as stock supplied by BLOOMZ.

9. Risk

- 9.1 Irrespective of the retention of title in Clause 8, risk in the Goods shall, unless otherwise specified in the Proforma Invoice, pass to the Customer on the earlier of payment or dispatch from the premises of BLOOMZ.

10. Cancellation

- 10.1 BLOOMZ shall, without any liability, and without the loss of any other right it has in law or equity, have the right by written notice to suspend or cancel any part or all of any contract for the supply of Goods to the Customer if the Customer fails to pay any money owing after the due date.
- 10.2 Any cancellation or suspension under clause 10.1 of this agreement shall not affect BLOOMZ's claim for the balance of the contract sum or for damages for breach by the Customer of any terms of this contract or any other obligations to BLOOMZ.

11. Miscellaneous

- 11.1 The Customer shall not assign all or any of its rights or obligations under this contract without the written consent of BLOOMZ.
- 11.2 BLOOMZ shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 11.3 The Customer shall not set off any disputed sum arising from any invoice against any sum due under any other invoice.
- 11.4 Failure by BLOOMZ to enforce any of the terms & conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations BLOOMZ has under this contract.
- 11.5 The law of New Zealand shall apply to this contract.
- 11.6 Where the terms of this contract are at variance with the Proforma Invoice, the Proforma Invoice terms shall prevail.
- 11.7 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 11.8 Any dispute between the parties is to be dealt with in accordance with the Arbitration Act 1996 (NZ).

SIGNED: _____

NAME: _____

POSITION: _____

DATE: _____