

DOLLY'S BROLLYS

A Division of Plane Crazy Ltd

TERMS OF TRADE - CONDITIONS OF SALE (Trade Account)

(Please read all these points carefully in conjunction with the credit account application form)

1. **HOURS OF BUSINESS**
Dollys Brollys is open from the hours of 8.00am to 5.00pm Monday to Friday except Public Holidays
2. **PLACING ORDERS**
Orders may be placed with us via the following methods
(a) Fax 07-5432103
(b) Email sales@dollysbrollys.co.nz
(c) Phone 07-5432103
Please ensure your company name and other relevant details is included with the order
3. **PRODUCT GUARENTEE**
(a) The Goods are supplied with a 12 month guarantee on faulty workmanship only. Our liability is limited to replacement or credit only for any faulty goods. It is expressly agreed that we are not to be liable for any damage consequential to or resultant from goods being found defective or in any way unsuitable. It does not cover customer misuse or normal wear and tear. Customers are advised to abide by the proper use as documented on the product tag
(b) Any item returned by a customer for claim under the terms of the guarantee must be
 - (i) Returned to Dollys Brollys freight paid by the customer
 - (ii) Accompanied by a valid proof of sale from the retailer
(c) Dolly's Brollys reserves the right to determine whether a credit or product replacement upon inspection of the item will be applicable.
4. **INSURANCE**
Insurance is the customer's responsibility unless otherwise arranged before despatch.
5. **RISK**
Dolly's Brollys responsibility, except as may be covered by insurance and stated hereon, ceases when the goods leave Dolly's Brollys warehouse. Risk in the goods shall pass to the customer when the goods are delivered to the customer or any part of the customer.
6. **CLAIMS & RETURNS**
(a) No claim for damage, shortage in weight, lengths or number of items, will be allowed unless Dolly's Brollys is advised within seven days of the receipt by the buyer of the goods and an opportunity is given to the Dolly's Brollys to investigate the claim.
(b) We will not accept product returned for credit unless
 - (i) the return is agreed to by us beforehand
 - (ii) the goods are returned freight paid
 - (iii) the product is returned with its original packaging
7. **PAYMENTS**
(a) Payment for the goods sold on credit shall be made to Dolly's Brollys by the **20th of the month following** the date of the invoice unless prior written arrangement is made between the customer and Dolly's Brollys.
(b) Payment can be made by the following methods:
 - (i) Cash
 - (ii) Cheque
 - (iii) Credit Card (a 3% credit card surcharge will be added to each invoice)
 - (iv) Direct Debit (internet banking) account details are:
Bank WESTPAC, Acct # **03 0155 0395633 00**, Account name **PLANE CRAZY Ltd T/A Dollys Brollys**
(c) Overdue (late) payment fee of 5% may be added to the amount owing on invoices that exceed 60 days overdue
8. **OWNERSHIP**
(a) All goods supplied on any invoice will remain the property of Dolly's Brollys and will pass to the customer only when:
 - (i) All of the goods supplied have been paid for in full, and
 - (ii) All other goods supplied to the customer by Dolly's Brollys under any arrangement which the Title in these goods is retained by Dolly's Brollys until payment and which have not been paid for in full, have been paid in full.
(b) Dolly's Brollys is permitted to enter onto the customer's premises to inspect and/or repossess the goods. The goods at all times shall be displayed and situated at the customer's place of business so that Dolly's Brollys can readily identify its property.
(c) The customer is a fiduciary in relation to the goods supplied therefore, if the goods are sold by the customer prior to payment thereof, the proceeds of sale are the property of Dolly's Brollys.
9. **DEBT COLLECTION**
(a) All invoices that exceed 90+ days overdue will be sent to BayCorp for debt collection:
 - (i) The customer shall receive written and verbal communication about overdue accounts at 30+ days, 60+ days and 90+ days overdue.
 - (ii) If the customer fails to make appropriate payments within the time specified then the customers name will be registered with BayCorp debt collection agency.
 - (iii) Baycorp is authorised to pass on any and all debt collection costs to the customer
10. **DEFAULT:**
The customer is deemed to be in default if:
 - (a) The Customer fails to observe or perform any of these terms and conditions or the term and conditions of arrangement made between the Customer and Dolly's Brollys under which the title in any other goods supplied under the arrangement is still retained by Dolly's Brollys, or"
 - (b) The Customer being an incorporated Company ceases or threatens to cease to carry on business or a petition is presented, or an order is made , or an effective resolution is passed for the winding up of the Customers business, or if a receiver is appointed, or if in the opinion of Dolly's Brollys, the Customer is unable to pay debts , or is likely to go into liquidation, or if the customer seeks a reorganisation or restructure arrangement, adjustment or composition of its debt, or:
 - (c) The Customer being an individual is adjudged bankrupt or in the opinion of Dolly's Brollys is unlikely to pay his debts or is likely to be adjudged bankrupt, or if the Customer seeks a restructure arrangement, or adjustment, or composition of the Customers debts.

Then the period of credit is immediately terminated and Dolly's Brollys by its servants and agents may immediately without giving the Customer any notice, or waiting any time, retake possession of the goods, supplied or any other goods supplied by Dolly's Brollys under any other arrangement under which Title in those goods is still retained by Dolly's Brollys.

If Dolly's Brollys shall be entitled to regain possession of the goods, then the customer gives Dolly's Brollys leave and licence for its servants and agents to enter and remain upon any land or premises wherein goods which in the opinion Dolly's Brollys may be and take possession of said goods.