

Ovato Retail Distribution Limited
Enterprise Park, 122 Kerrs Road, Wiri 2104
PO Box 76 255, Manukau City, 2241
Ph: (09) 928 4383 Fax: (09) 928 4434
Customer Service Email: thecallcentre@ovato.co.nz
Accounts/Credit Email: AR.retaildistribution@ovato.co.nz

APPLICATION FOR APPOINTMENT AS A STOCKIST

Please complete all pages of the application, sign and date the last page and return it as soon as possible. All fields are compulsory and failure to complete the application in full may result in delays in opening the account or credit being refused. Registration to Ovato Connect for Online Returns, invoices and statements is compulsory for all stockiest so please ensure a valid email address is provided.

Please allow 10 working days for your account to be opened

Outlet/Account Number(s) _____
(NEW / CHANGE)

APPLICANT'S BUSINESS DETAILS

Applicant's Full Name(s) _____

Applicant's Trading Name _____

Company Name _____

Company Number _____

Delivery Address _____

Postal Address
(If different from delivery address) _____

E-mail Address _____

Phone Number _____

Fax Number _____

Date of Shop Opening _____

Date First Delivery Required _____

Name of the person principally
responsible for conduct of the business: _____

Your account statement will be emailed monthly

APPLICANT'S PERSONAL DETAILS

Managing Director/Owner's Name _____

Home Address _____

Contact No's: Home & Mobile _____

Bank and Branch Details _____

Accountant Details _____

Solicitor Details _____

TRADE CREDIT REFERENCES

- (1) _____ Telephone: _____
- (2) _____ Telephone: _____
- (3) _____ Telephone: _____

GENERAL PAYMENT TERMS

- (a) These General Payment Terms apply to all goods supplied to the Applicant, unless otherwise agreed.
- (b) Goods are supplied subject to availability and Ovato will use its best endeavors to deliver orders on a timely basis.
- (c) Prices quoted are excluding GST unless otherwise stated. Unless otherwise agreed in writing, the price of the goods will be the current price on the day of delivery of the goods.
- (d) Statement Balance to be paid in full by the 20th of the month and Ovato may charge monthly interest of 1.5%, calculated on a daily basis, for all money overdue, from the due date to the date of payment, inclusive until such time as the Applicant's account is brought within the trading terms.
- (e) Failure to observe these or any other agreed terms may result in the Applicant, without notice, being placed on stop credit / supply until the Applicant's account is brought within the trading terms.
- (f) Any expenses, costs or disbursements incurred by Ovato in recovering any outstanding moneys including debt collection agency fees or solicitor's costs shall be paid by the Applicant.
- (g) Title to all goods delivered to the Applicant or its agent does not pass until Ovato has been paid in full all moneys owing between the parties at any time. The Applicant grants Ovato a security interest in such goods securing all such moneys. As and when required by Ovato the Applicant shall, at its own expense, provide all reasonable assistance and relevant information to enable Ovato to register a financing statement or financing change statement and generally to obtain, maintain, register and enforce Ovato security interest in respect of the goods supplied, in accordance with the Personal Property Securities Act 1999.
- (h) The Applicant must give Ovato not less than 14 days written notice regarding any change in the Applicant's business name or structure or corporate structure; change in ownership of the Applicant's business; or sale of part or all of the Applicant's business.
- (i) The Applicant warrants that the goods are not purchased for use primarily for personal, domestic or household purposes and acknowledges that except for the undertakings above, Ovato shall not be liable in any way, whatsoever to the Applicant, and all conditions representations, warranties or undertakings in connection with the goods whether implied by statute or by common law, custom or for any other reason whatsoever and whether as to quality, condition, fitness for use or otherwise are hereby excluded.
- (j) No credit shall be made to the applicant unless discrepancies are reported to Ovato within (48) hours on business days of the date the goods are scheduled to be received.
- (k) The account facilities contained herein may be terminated by Ovato at any time by the Ovato giving written notice of such termination to the applicant
- (l) Where your quarterly average net sales falls below a minimum threshold, a weekly charge will apply until the threshold is met. You will be advised in advance if this fee is payable in any given quarter, before charges are applied.

In consideration for extension of credit the Applicant acknowledges they have read, understood and accepted the terms of payment. Any breach of these terms may result in credit facilities being withdrawn.

SALE OR RETURN (SOR) ACCOUNT

- (a) Ovato operates a Magazine Management System which utilizes market information to determine the most suitable product range for each outlet and then maintains a sales history to analyze and adjust the allocations for each outlet to meet sales potential.
- (b) All magazines are sold to you on a sale or return basis. Any magazine that you are unable to sell can be returned to Ovato by the relevant online returns submitted paperwork within the required timeframe for a credit to your account.
- (c) Magazines are recalled on a Monday and each Monday a return sheet becomes available online. The recall date is the date the magazine should be removed from sale. On this date the return should be completed. Returns sheet should be completed even if you have nothing to return i.e you have Sold Out. It is the Applicant's responsibility to return the mastheads to us at the Applicant's cost. For Health and Safety purposes, all parcels must be kept under 12kg.
- (d) All returns sheets must be submitted to Ovato prior to the expiry date. This can be found in each of the returns sheet available online.

NEW ACCOUNT BOND

A bond of \$500 is required to open a new account and the account will not be opened / activated until the bond is received. Payment can be made by direct credit to the bank account below or by cheque (a cheque processing fee of \$1.50 plus GST per cheque will be charged).

Bank account details ANZ Mt Roskill 01 – 0183 – 0120020 - 03

Confirmation of deposit to be emailed to: AR.retaildistribution@ovato.co.nz

APPLICANT TO COMPLETE

I/We authorize any person or company to provide you with such information as you may require in response to your credit enquiries. I/We further authorize you to furnish any third party with details of this application and any subsequent dealings that I/we may have with you as a result of the application being actioned by you.

Signed by the Applicant _____
Name _____
Position _____
Date _____
Place _____

OFFICE USE ONLY

SUBJECT TO: The execution by the application of the Managed Magazine Retail agreement, a satisfactory credit check and to the Applicant's performance under the terms and conditions set out therein this application is accepted.

Signed for and on behalf of Ovato Retail Distribution Limited _____
Date _____

Ovato Retail Distribution LIMITED ACCOUNT GUARANTEE

TO: Ovato Retail Distribution Limited

I,
First Names Surname

IN CONSIDERATION of your supplying and at my request agreeing to continue to supply materials and other goods and services and to make advances to

Company / Trading Name:
(if a company, please include company number)

(referred to as "the principal debtor") (which is acknowledged) GUARANTEE to you the due and punctual payment of all moneys and completion of all obligations now due or to become due by the principal debtor to Ovato, and the following provisions shall be applicable to this guarantee:

1. THIS guarantee is a continuing guarantee which shall remain in force until expressly discharged by Ovato in writing.
2. NO granting of credit extension of former credit or granting of time to the principal debtor and no waiver indulgence or neglect to sue on your part nor the release of any securities held by you nor the liquidation, bankruptcy or voluntary administration of the principal debtor shall affect my liability to you under this guarantee, and as between you and me I shall be deemed to be a principal debtor and shall be liable to you accordingly.
3. THIS guarantee shall continue in force notwithstanding that the principal debtor's account with you may from time to time be in credit.
4. WITHIN 7 days from my receipt of notice in writing of any default on the part of the principal debtor, I shall make payment to you of all sums in respect of which such default has been made.
5. I acknowledge that before I signed this Deed, it was recommended to me that I should seek independent legal advice as to the effect of signing this Deed and that I have either obtained independent legal advice; or I have of my own free will and without any undue influence whatsoever declined to obtain such independent legal advice and I understand the nature and extent of my obligations under this Deed
6. I give authority for my bankers to provide an opinion on my financial position to Ovato.

SIGNED as a Deed, by the Guarantor in the presence of: _____

Name of Witness _____
Signature of Witness _____
Occupation _____
City/Town of residence _____

GUARANTOR'S PERSONAL DETAILS

Guarantor's Full Name _____
Home Address _____
Contact No's: Home & Mobile _____
Date of Birth _____
Accountant Details _____
Solicitor Details _____
Date _____