

GORDON & GOTCH (NZ) LIMITED ("GORDON & GOTCH")

APPLICATION FOR APPOINTMENT AS A STOCKIST

Please complete all pages of the application, sign and date the back page and return it as soon as possible.

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:			
f you wish to receive your Monthly Statement by email please tick box			
*Please note: This email address will be used to set up Online Returns Processing. You will receive an email confirming login details.			
APPLICANT'S PERSONAL DETAILS			
Managing Director/Owner's Name			
Home Address			
Contact Nos: Home & Mobile			
Bank and Branch Details			
Accountant Details			
Solicitor Details			

Trade Credit References		
(1)	Telephone:	
(2)	Telephone:	
(2)	Talaahaaa	

SALE OR RETURN ACCOUNT ("SOR")

- (a) All titles (other than a small number of specialized magazines) are supplied on SOR basis. Any magazines that are not sold by the Applicant at the time they are requested to be returned to Gordon & Gotch, are credited back to the Applicant's account provided the goods are returned strictly in accordance with the relevant Return Sheet, and are received by Gordon & Gotch strictly within any time frame specified. They will otherwise be treated as a firm sale ("F/S") and cannot be returned for credit.
- (b) Gordon & Gotch 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.

FIRM SALE ACCOUNT ("F/S")

An Applicant has the option to nominate the quantities and titles they require, operating outside the Magazine Management System. However, supplies in this instance are on F/S basis, and therefore, no credit is given for unsold copies.

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 Gordon & Gotch 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 Gordon & Gotch 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 Gordon & Gotch 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 Gordon & Gotch has been paid in full all moneys owing between the parties at any time. The Applicant grants Gordon & Gotch a security interest in such goods securing all such moneys. As and when required by Gordon & Gotch the Applicant shall, at its own expense, provide all reasonable assistance and relevant information to enable Gordon & Gotch to register a financing statement or financing change statement and generally to obtain, maintain, register and enforce Gordon & Gotch's security interest in respect of the goods supplied, in accordance with the Personal Property Securities Act 1999.
- (h) The Applicant must give Gordon & Gotch not less than 7 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, Gordon & Gotch 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.

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.

PLEASE INDICATE THE TYPE OF ACCOUNT YOU REQUIRE		
Sale or Return (SOR)		
Firm Sale (F/S)		
NEW ACCOUNT DEPOSIT A minimum deposit of \$500 is required to open a new account. Account will not be opened / activated until deposit is received. Payment can be made by cheque (a cheque processing fee of \$1.50 per cheque will be charged) or direct credit. Bank account details ANZ Mt Roskill 01 – 0183 – 0120020 - 03 Confirmation of deposit to be faxed to 09 928 4434	the	
TRADING CONDITIONS Gordon & Gotch trades in a paperless environment with retailers. All returns forms, invoices and statements will be provided in electronic format via our Gordon & Gotch website. Returns, both normal weekly and supplementary will be completed online within specified time frames. No paper returns will be accepted by Gordon & Gotch. For further instructions on how to register please see our website Gotch Connect and view the handbook under forms and guides.		
APPLICANT TO COMPLETE I/We authorize any person or company to provide you with such information as you may require in response your credit enquiries. I/We further authorize you to furnish any third party with details of this application 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 Gordon & Gotch (NZ) Limited Date		