1. (i) Credit terms are strictly net and payment is required prior to delivery on all first time orders.

 (ii) Credit terms are strictly net and due on the 20th of the month following delivery for all other orders.

 (iii) All payments shall be in cash without any right of deduction or set off.

 (iv) The Buyer shall pay all goods and services tax payable in respect of the supply of goods to the buyer at the same time as

 payment of such goods is due.

2. Flower Systems Ltd reserves the right to add interest at the rate of 2.25% monthly to all accounts overdue 30 days of more.

3. Until payment in full of any outstanding indebtedness has been made the Buyer acknowledges and agrees as follows:

 (i) That the goods supplied (whether or not intermingled with other products by the Buyer) are held by the Buyer as bailee an as the Seller’s fiduciary agent.

 (ii) That the legal and equitable title in the goods supplied by Flower Systems Ltd shall remain with Flower Systems Ltd.

 (iii) That the Buyer shall if directed by Flower Systems Ltd store the goods supplied in such a way that it is clear that they are the property of Flower Systems Ltd.

 (iv) The Buyer hereby irrevocably gives Flower Systems Ltd, its agents and servants leave and licence without the necessity of giving any notice to enter on and into any premises occupied by the Buyer or a third party if the goods have been sold by the Buyer to search and remove any of the goods supplied to or in which Flower Systems Ltd has ownership as aforesaid without in any way being liable by the Buyer or any person or company claiming through the Buyer.

 (v) If the goods have been sold by the Buyer, prior to payment in full of the outstanding indebtedness of the Buyer, then the proceeds of such resale shall be the property of Flower systems Ltd.

 (vi) All goods supplied under this agreement shall be registered on the Personal Property Register ‘PPSR’ and such security interest shall remain in force for the period of the agreement. Unless otherwise agreed in writing by the Seller, the buyer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

 (vii) This clause is intended to protect Flower Systems Ltd in the event of the insolvency of or default in payment by the Buyer.

 (viii) At no time until fully paid for can these goods be mortgaged or used as a security in any form by the Buyer or nominee without Flower Systems Ltd’s written approval.

4. The Buyer hereby acknowledges and agrees to make payment in full for all overdue collection charges without any right of deduction or set off.

5. (i) Flower Systems Ltd shall arrange for and the Buyer shall accept carrier delivery of goods to the location specified by the Buyer, but such a carrier shall not be agent of Flower Systems Ltd nor shall Flower Systems Ltd accept liability with regard to the delivery, for such carrier(s) shall be the agent of the Buyer who shall be responsible for all insurance matters and charges relating to the delivery from the point of loading.

 (ii) Delivery of goods shall be deemed to have been effected upon receipt by the carrier of said goods.

 (iii) Freight will be charged on all orders under $750 exclusive of freight and GST or if the account is overdue. Freight Free is not applicable to all items.

6. The purchase price is based ex warehouse and unless otherwise shown or stated in exclusive of GST, packaging and freight.

7. No warranties or representations are made or implied in respect of the products except as stated herein or as may be required or

 implied by law.

 (i) The buyer relied upon its own inquiries and examination of the products and upon such independent advice or consultation as the Buyer may require for that purpose and purchases the products upon the buyers own independent knowledge, skill and judgement, particularly as to the particular use of suitability of the products for the Buyers purpose and to all other characteristics and specifications of the products.

 (ii) the seller shall not be responsible for failure of deterioration of the products where the products have been affected by improper handling and storage, contamination or other adverse conditions, alterations or interference by other parties, the use or application of the products outside the normal or intended purposes of the products or outside the directions or limitations imposed by the manufacturer, supplier or Seller or otherwise in an improper or abnormal manner or circumstances outside the control of the Seller.

 (iii) No liability is accepted for any consequential or economic loss arising in respect of the products and the Buyer shall protect the Seller from any claim or demand from other parties in respect of the use of application of the products by the Buyer or subsequent purchasers or users of the products.

 (iv) In no event shall the Seller be liable for any amount which exceeds the purchase price or other amount actuality paid for the products by the Buyer.

8. The buyer shall permit the supply of the buyer’s name and details of the sale of the products by the Buyer for statistical and credit

 reporting purposes for the benefit of members of the New Zealand Gift Trade Association Inc.

9. The sale of the products to the Buyer shall be a non exclusive basis and the vendor shall have the right to sell the products to other

 parties at such prices and terms of sale without limitation on each occasion.

10. Should the buyer default in payment or in any other terms or conditions in the sale of the products, or be placed in receivership,

 wound up, declared bankrupt, or otherwise be insolvent, or should any such events be seen as imminent or inevitable by the Seller

 than in addition to any other rights or remedies the Seller reserves the right to demand the immediate payment of the purchase price and other amounts then unpaid even if not otherwise due for payment and to cancel or suspend the completion of the sale of the products or other orders of the buyer not then completed.

11. The agreement shall be governed by the laws of New Zealand and the parties shall submit to the jurisdiction of the Courts of

 New Zealand.