

Customer Account Application Form

Thanks for your interest in Catalyst Performance Agronomy. To deliver smarter farming solutions, we're on the ground when it counts, getting to know the unique land, businesses and people we're working with. And to ensure our agronomy-led solutions reach their full potential, it's important we have complete & correct information in our back-office systems. We ask that you complete this form in its entirety so we can process the opening of your account without any delay.

Once complete, please either:

- scan this form to **newaccounts@catalystag.co.nz**, or
- post original copy to Catalyst Performance Agronomy, PO Box 354, Ashburton 7740

Alternatively, please return the original copy to your Agronomist and they will take care of the rest. Please don't hesitate to contact the office or your Agronomist if you have any comments, questions or concerns about this form or the account opening process.

We're excited to partner with you to make the most from your land.

Section 1 – Customer details

The basics

Legal name _____ (the "Customer")

Entity type ☐ Sole trader ☐ Joint account ☐ Partnership
☐ Company ☐ Trust ☐ Other _____

Trading name _____
If different to your legal name - this may be your farm name or "trading as" name. This is how we will refer to your business internally.

NZBN _____
If you are unsure of your NZ Business Number, please search at <https://nzbn.govt.nz> or contact your accountant.

Postal address _____
RD & Town/City _____ Post code _____

Physical address _____
RD & Town/City _____ Post code _____
*Our team may be in touch to clarify exact details to ensure your product is delivered precisely where you need it.
If more than one delivery point, please specify in section 3.*

Main email _____ Main phone _____

Invoice preference *Please circle all that apply* ☐ email as created ☐ email with statement ☐ post

Agronomist Preferred freight
If applicable

Do you require a Purchase Order number on all invoices? yes no
Please circle one

Business activity

Please rank (from 1 being primary business activity) if more than one applies

<input type="checkbox"/> Arable	<input type="checkbox"/> Beef	<input type="checkbox"/> Contractor	<input type="checkbox"/> Dairy – platform
<input type="checkbox"/> Dairy – run-off	<input type="checkbox"/> Deer/Venison	<input type="checkbox"/> Equine	<input type="checkbox"/> Forestry
<input type="checkbox"/> Grain	<input type="checkbox"/> Horticulture	<input type="checkbox"/> Lifestyle	<input type="checkbox"/> Pastoral
<input type="checkbox"/> Pig	<input type="checkbox"/> Poultry	<input type="checkbox"/> Retailer	<input type="checkbox"/> Sheep
<input type="checkbox"/> Sheep & Beef	<input type="checkbox"/> Other (please specify)		

Primary contact

The main point of contact for the account

Name Phone

Position Email

Alternate contact

If applicable – typically a farm manager or somebody who will be able to answer questions if the Primary contact is unavailable

Name Phone

Position Email

Accounts contact

If applicable

Name Phone

Position Email

Section 2 – Acknowledgement

By signing this Account Application Form, I confirm that:

- The information provided in this Account Application Form is true and correct;
- I agree on behalf of the Customer to be bound to the Terms and Conditions of trade attached to this Account Application Form; and
- I am authorised to make this declaration.

Name Date of Birth

Position Email

Phone

Signature Date Signed

Terms & Conditions of Trade

1. Definitions

"Agreement" means these Terms together with any Account Application Form, Order Form, quotation, request for Goods or any written agreement between Catalyst Performance Agronomy and the Customer.

"Account" means any Catalyst Performance Agronomy trade credit account established in the name of the Customer by Catalyst Performance Agronomy.

"Account Application Form" means any account application form signed by the Customer in respect of any Goods or Services provided by Catalyst Performance Agronomy.

"Catalyst Performance Agronomy" means Wholesale Seeds Limited and its successors and assigns.

"Credit Agency" means Baycorp (NZ) Limited or any third party credit agency notified by Catalyst Performance Agronomy to the Customer.

"Credit Limit" means the dollar amount of credit to be made available to the Customer by Catalyst Performance Agronomy under the Account.

"Credit Term" means the term over which the Account will remain open.

"Customer" means the customer named in the Agreement and where the Customer comprises two or more persons, means those persons jointly and severally.

"Goods" means all goods supplied by Catalyst Performance Agronomy to the Customer from time to time.

"GST" means goods and services tax pursuant to the Goods and Services Tax Act 1985 (as amended or replaced).

"Order Form" means the any order form signed by the Customers in respect of Goods or Services provided by Catalyst Performance Agronomy.

"Person" includes a body corporate and vice versa.

"PPSA" means the Personal Property Securities Act 1999.

"Price" shall mean the price payable for the Goods and/or Services as specified in clause 3 of these Terms.

"Services" shall mean all services supplied by Catalyst Performance Agronomy to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).

"Terms" means these Terms and Conditions of Trade as replaced or amended from time to time as advised by Catalyst Performance Agronomy.

2. Application of Terms

- 2.1 By requesting Catalyst Performance Agronomy to supply Goods and/or Services to you, you acknowledge and agree (or are deemed to have acknowledged or agreed) that:
- you have assented or agreed to these Terms which will form part of the Agreement notwithstanding anything that may be stated to the contrary; and
 - each contract creates in favour of Catalyst Performance Agronomy a security interest in all of the Customer's present and after acquired property pursuant to clause 9 of these Terms.

3. Price

- 3.1 Where no quotation has been provided by Catalyst Performance Agronomy for the Goods or Services, the Price will be calculated based on Catalyst Performance Agronomy standard pricing for the Goods and standard hourly rates for the Services.
- 3.2 Where Catalyst Performance Agronomy provides a quote, unless otherwise agreed the quotation is valid for 30 days from the date of issue and may withdrawn by Catalyst Performance Agronomy prior to acceptance. Catalyst Performance Agronomy reserves the right to change the Price set out in the quotation in the event that:
- the Customer requests a variation in the quantity of the Goods or the specifications of the Services; or
 - the cost of labour or materials increases.
- 3.3 Unless otherwise agreed in writing prices are given in New Zealand dollars and exclude GST and taxes.

4. Catalyst Performance Agronomy Account

- 4.1 The provisions of this clause 4 shall apply where the Customer has an Account.
- 4.2 The Customer must notify Catalyst Performance Agronomy of any changes to its contact details or to any other information given to us on in respect of the Account.
- 4.3 Goods may be charged to the Account by the Customer in person or by telephone. Catalyst Performance Agronomy may require the person charging Goods to the Account to provide their name.
- 4.4 The Customer authorises Catalyst Performance Agronomy to debit to the Account all such money as is now owing or remains unpaid or shall become owing or remain unpaid to Catalyst Performance Agronomy (including any interest or fees incurred or payable under these Terms).
- 4.5 The Customer authorises Catalyst Performance Agronomy to credit to the Account money advanced or paid to the Customer.
- 4.6 Catalyst Performance Agronomy reserves the right to refuse to debit or credit the Account at its sole discretion.
- 4.7 Catalyst Performance Agronomy may at its discretion impose a Credit Limit and Credit Term in respect of the Account by notifying the Customer in writing.
- 4.8 Catalyst Performance Agronomy may at its sole discretion alter or cancel the Credit Limit at any time upon giving written notice to the Customer.
- 4.9 The balance of the Account, including all accrued interest, fees and charges may not exceed the Credit Limit at any time unless Catalyst Performance Agronomy agrees in writing. Notwithstanding this, Catalyst Performance Agronomy may at its discretion choose to honour a transaction in excess of the Credit Limit.
- 4.10 Any balance outstanding in excess of the Credit Limit shall be immediately due and payable. Catalyst Performance Agronomy may at its discretion charge interest on balances in excess of the Credit Limit at a rate specified in clause 5.5(a).
- 4.11 Catalyst Performance Agronomy will send the Customer a statement or statements setting out the transactions of the Account over the period the statement covers and the outstanding balance at the end of the period, together with an invoice for that amount.
- 4.12 Either party may close the Account at any time by giving written notice to the other party. The closure shall be effective on the later of:
- receipt of the notice by the other party; and
 - payment to Catalyst Performance Agronomy of all outstanding amounts owing.
- 4.13 The outstanding balance of the Account will be payable by the Customer by the 20th of the month following the date on which notice to close the Account is given.

5. Payments

- 5.1 The Customer will pay Catalyst Performance Agronomy the price plus GST for Goods.
- 5.2 The outstanding balance of the Account including any interest is due to be paid on the 20th of the month following the date of the relevant invoice.
- 5.3 Payment must be made to Catalyst Performance Agronomy in accordance with the payment instructions set out in the invoice and will not be credited to the Account until received by Catalyst Performance Agronomy in cleared funds.
- 5.4 In the event that payment is not received when due and without prejudice to any other remedies available to Catalyst Performance Agronomy, Catalyst Performance Agronomy may charge default interest on monies overdue at the rate specified in clause 5.5(a) which will accrue on a daily basis and compound monthly from the due date for payment until all amounts due, including default interest, have been paid in full. All amounts received by Catalyst Performance Agronomy will be applied first in payment of default interest.
- 5.5 Catalyst Performance Agronomy may charge the following fees:
 - (a) interest on overdue balances at the rate of 18% per annum; and
 - (b) all costs incurred by Catalyst Performance Agronomy in recovering overdue monies and enforcing the Agreement (including court, solicitor and debt collection costs).

6. Default

- 6.1 If the Customer breaches any of these Terms and fails to remedy that breach within 7 days of receiving notice to remedy by Catalyst Performance Agronomy (and without prejudice to any other remedies available to Catalyst Performance Agronomy), Catalyst Performance Agronomy may at its discretion suspend or cancel the Account.
- 6.2 Upon suspension or cancellation, the outstanding balance of the Account will be immediately due and payable by the Customer. Any interest payable under these Terms will continue to accrue after the date of suspension or cancellation until payment of all outstanding amounts is made.

7. Title

- 7.1 Ownership of the Goods remains with Catalyst Performance Agronomy and does not pass to the Customer until Catalyst Performance Agronomy receives full payment of all amounts due and payable from the Customer and the Customer has satisfied all of its obligations to Catalyst Performance Agronomy.
- 7.2 Until all amounts owing to Catalyst Performance Agronomy have been paid, the following shall apply:
 - (a) the Customer will hold or deal with the Goods and any crops resulting from the Goods as a fiduciary of Catalyst Performance Agronomy and deal with it as agent and on behalf of Catalyst Performance Agronomy (but the Customer will not hold itself out to be Catalyst Performance Agronomy's agent to any third parties);
 - (b) the Customer will keep the Goods separate from other goods or otherwise ensure that the Goods and any crops resulting from the Goods are separately identified or identifiable; and
 - (c) the Customer must not grant any interest or charge over the Goods to any person.
- 7.3 The Customer will not assign or purport to assign to any other person the right to receive any such proceeds held or owing to the Customer by a third party in respect of the Goods.
- 7.4 The Customer grants Catalyst Performance Agronomy (and its agents) an irrevocable licence to take any action it considers necessary at any time to protect the Goods or its security interest (including, without limitation, taking possession of the Goods at any time without notice and entering onto the land and premises where any Goods are, regardless of whether or not an occupier is present, and repossessing the Goods) without incurring any liability to the Customer or (to the extent permitted by law) any other person. To the extent permitted by law, Catalyst Performance Agronomy will not be liable to the Customer or any third party for any loss or damage caused by its actions under this clause and the Customer indemnifies Catalyst Performance Agronomy, its servants and agents, for any alleged liability resulting from the repossession, and the Customer will pay all costs incurred by Catalyst Performance Agronomy in respect of the repossession.

8. Delivery and Risk

- 8.1 Unless otherwise agreed, the Customer shall be responsible for the cost of and arranging transportation of the Goods.
- 8.2 Where Catalyst Performance Agronomy has agreed to deliver the Goods to the Customer, the delivery costs will be payable by the Customer at the prevailing rate on the date the Goods are ordered. Catalyst Performance Agronomy shall use reasonable endeavours to ensure that delivery of the Goods is made according to schedule, but shall not be responsible for delivery delays due to causes beyond Catalyst Performance Agronomy's control.
- 8.3 Risk in respect of the Goods shall pass to the Customer when the Goods are delivered to the Customer or its carrier, or at the time the Customer pays for the Goods, whichever is the earlier.
- 8.4 It is the Customer's responsibility to insure the Goods while in transit, even if Catalyst Performance Agronomy has arranged transportation of the Goods.

9. PPSA

- 9.1 Without limiting anything else in these Terms, in consideration for Catalyst Performance Agronomy agreeing to supply the Goods and/or Services and/or providing or continuing to provide the Account, the Customer grants Catalyst Performance Agronomy a security interest in all of the Customer's present and after acquired property on the term of the then current "Auckland District Law Society" form of General Security Agreement (and related terms/memorandum) so as to secure all monies owing by the Customer to Catalyst Performance Agronomy. The Customer agrees to do all things necessary to enable Catalyst Performance Agronomy to register a financing statement on the Personal Property Securities Register and to ensure that the security interest is a perfected security interest over all of the Customer's present and after acquired property.
- 9.2 The Customer acknowledges that:
 - (a) these Terms constitute a "security agreement" for the purposes of the PPSA;
 - (b) this clause 9 will apply notwithstanding anything, express or implied, to the contrary contained in any Order Form or any other correspondence or discussion between Catalyst Performance Agronomy and the Customer; and
 - (c) the security interest granted under clause 9.1 will continue in full force and effect until Catalyst Performance Agronomy gives the Customer a release in writing (on terms and conditions that Catalyst Performance Agronomy may require at its discretion).
- 9.3 The Customer undertakes to give Catalyst Performance Agronomy not less than 14 days prior written notice of any proposed change in its name and/or any other change in its details.
- 9.4 The Customer waives its right to receive a copy of any verification statement in respect of any financing statement or financing change statement relating to the security interest.

- 9.5 The Customer agrees that nothing in sections 114(1)(a), 120(1), 122, 133 or 134 of the PPSA will apply. The Customer agrees to waive its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA to the extent that these rights may be waived under section 107(2) of the PPSA.

10. Health and Safety

- 10.1 Where the Customer grants access to Catalyst Performance Agronomy over its property for the purpose of Catalyst Performance Agronomy providing the Goods or Services, the Customer shall ensure compliance with all legislation and regulations in relation to the property, including ensuring that the property is safe for Catalyst Performance Agronomy to provide the Goods or Services.
- 10.2 If Catalyst Performance Agronomy has any concerns regarding the safety of its employees and contractors in relation to the access and use of the Customer's property, Catalyst Performance Agronomy may suspend all work, until such time as its safety concerns have been resolved. In that case the Customer shall be responsible for payment of the Goods or Services provided by Catalyst Performance Agronomy to that point and Catalyst Performance Agronomy shall not be liable to the Customer for any loss or claim arising from the suspension of work under this clause 10.2.
- 10.3 Catalyst Performance Agronomy has not and will not assume any obligations as the Customer's agent or otherwise which may be imposed upon the Customer from time to time pursuant to the Health and Safety at Work Act 2015 arising out of the provision of Goods or Services by Catalyst Performance Agronomy.

11. Liability

- 11.1 Unless otherwise agreed in writing, to the extent permitted by law, Catalyst Performance Agronomy excludes all liability to the Customer and any third party, whether in tort (including negligence), contract, equity or otherwise, for any loss or liability of any kind, whether direct, indirect, special or consequential.
- 11.2 Without limiting any other provision of these Terms, the maximum aggregate amount of Catalyst Performance Agronomy' liability to the Customer (or any third party) arising out of any claim for loss of damages is limited to 25 percent of the purchase price of the Goods or Services to which the claim relates. In the event of any claim, both parties must, in good faith, make all reasonable efforts to minimise the amount of any loss.

12. Guarantee

- 12.1 Catalyst Performance Agronomy may require the Customer to provide another Person to act as guarantor in respect of the Customer's obligations to Catalyst Performance Agronomy.
- 12.2 Where there is a guarantor specified under this Agreement, the guarantor guarantees the performance of the Customer's obligations under this Agreement and it is acknowledged and agreed that as between the Customer and the guarantor, the guarantor may for all purposes be treated as being primarily liable and Catalyst Performance Agronomy shall be under no obligation to take proceedings against the Customer before taking any proceedings against the guarantor.

13. Consumer Guarantees Act and Fair Trading Act

- 13.1 Where any Goods and/or Services are supplied by Catalyst Performance Agronomy and acquired by the Customer for business purposes, the Customer and Catalyst Performance Agronomy each agree that those Goods and/or Services are supplied and acquired in trade and therefore the Consumer Guarantees Act 1993 does not apply.
- 13.2 The Customer acknowledges that it has not relied on any representations made by Catalyst Performance Agronomy in entering into the Agreement and that this clause is fair and reasonable.

14. Information

- 14.1 The Customer (and any guarantor) authorise Catalyst Performance Agronomy to collect, retain and use information about the Customer for the purpose of carrying out credit checks, deciding whether to continue to make any Goods or Services available to the Customer, debt collection or marketing.
- 14.2 The Customer authorises Catalyst Performance Agronomy to obtain credit reports and other information about the Customer from any third party (including the Credit Agency) for this purpose.
- 14.3 The Customer may also authorise Catalyst Performance Agronomy to provide information about the Customer (including information relating to any default in its payment obligations) to any third party (including the Credit Agency) for the purpose of that party carrying out credit checks, obtaining credit reports or debt collection. To the extent permitted by law those third parties may hold that information in their systems and use it now and in the future. The Credit Agency may also share the Customer's information to other customers using its services.
- 14.4 The Customer may ask to see any personal information Catalyst Performance Agronomy holds about the Customer and ask for any details that are wrong to be corrected.

15. Force Majeure

- 15.1 Catalyst Performance Agronomy is not liable to the Customer for any delay in delivery or default in performance of any of its obligations directly or indirectly caused by an event beyond its reasonable control ("force majeure") that affects the provision of the Goods or Services. If a force majeure event occurs, Catalyst Performance Agronomy may, at its discretion, either cancel, suspend or delay delivery of the Goods and/Services (in whole or part). The Customer will have no claims against Catalyst Performance Agronomy as a consequence of any such cancellation, suspension or postponement.

16. General

- 16.1 Catalyst Performance Agronomy may assign its rights and obligations under the Agreement without the Customer's consent. The Customer may not assign any of its rights and obligations under the Agreement without Catalyst Performance Agronomy' agreement in writing.
- 16.2 A reference to any legislation in these Terms includes a reference to any amended or substitute legislation and any regulations enacted under that legislation.
- 16.3 This Agreement is subject to, governed by and interpreted in accordance with New Zealand law and the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute in relation to this Agreement.
- 16.4 Each clause of these Terms is separately binding. If any clause is void, unenforceable or otherwise ineffective by operation of New Zealand law the remaining clauses will continue to be valid and enforceable.
- 16.5 This Agreement may be entered into in counterparts (including electronic copies) which when taken together will constitute one agreement.