

TRADE CREDIT ACCOUNT – TERMS & CONDITIONS

Landscape Supplies Limited trading as Wyatt Landscape Supplies

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For approved trade credit accounts. These terms are intended to accompany a completed and accepted credit application. They are not the general online retail checkout terms.

1. Definitions

1.1 “Supplier”, “we” and “us” means Landscape Supplies Limited trading as Wyatt Landscape Supplies, and its authorised personnel where the context permits.

1.2 “Customer” means the person or entity named in the credit application and includes its authorised representatives.

1.3 “Goods” means all landscaping materials, soils, compost, mulch, aggregates, sand, bagged products and other goods supplied by us. “Services” means associated delivery, loading, handling, hire or other agreed services.

1.4 “Account” means the credit facility approved by us for the Customer.

2. Application and acceptance

2.1 Credit is available only after we approve a completed application. We may decline an application or set a credit limit in our discretion, subject to applicable law.

2.2 By signing the credit application, the Customer agrees that these terms apply to purchases made on the Account. Persons ordering on the Account must be authorised by the Customer.

2.3 We may request updated financial or credit information where reasonably necessary.

3. Credit checks and privacy

3.1 The Customer authorises us to obtain and verify relevant identity, trade reference and credit information to assess and administer the Account, collect overdue amounts and enforce contractual rights, in accordance with the Privacy Act 2020 and applicable law.

3.2 Where a credit report or disclosure requires a separate notice or consent, we will obtain it. Information may be shared with relevant credit reporters, referees, debt collectors, advisers and service providers as permitted by law.

3.3 Personal information is also handled in accordance with our Privacy Policy at www.wyatts.nz.

4. Prices and quotations

4.1 Prices are those agreed in writing, shown on an accepted quotation, or otherwise our applicable trade prices at the time an order is accepted. Unless expressly stated otherwise, trade quotations and account prices are exclusive of GST. GST is added where applicable.

4.2 Quotations are valid for 30 days unless otherwise stated. A quotation may be varied before acceptance if supply conditions change; any post-acceptance variation requires agreement or an applicable contractual right.

4.3 Additional work, delivery, waiting time or materials outside an agreed quotation will be charged only where authorised or otherwise permitted under the contract.

4.4 We will advise the Customer of material changes to agreed pricing before proceeding where reasonably practicable.

5. Payment and credit limits

5.1 Unless agreed otherwise in writing, invoices are payable in full by the 20th day of the month following the invoice date.

5.2 The Customer must notify us promptly of a genuine invoice dispute, explaining the disputed amount. Undisputed amounts remain payable when due.

5.3 We may suspend further credit, require payment before supply or review the credit limit if an amount is overdue or there are reasonable grounds to believe the Customer may not pay.

5.4 Payments may be allocated against outstanding invoices as permitted by law and any written agreement.

6. Overdue amounts and recovery costs

6.1 Overdue undisputed amounts may incur interest at 2.5% per month, calculated on the outstanding balance from the due date until payment, provided this rate is lawful and enforceable. No interest is charged on amounts genuinely disputed while the dispute is being reasonably investigated, unless subsequently determined payable and lawfully chargeable.

6.2 The Customer must reimburse reasonable, actually incurred collection and enforcement costs (including external debt collection and legal costs) to the extent permitted by law.

6.3 We may suspend or cancel unfulfilled orders on reasonable notice following a material payment default, subject to existing obligations and applicable law.

7. Delivery, collection and risk

7.1 Delivery and collection arrangements are as agreed for each order. The Customer must provide safe, suitable access and identify an appropriate unloading location. Drivers may refuse unsafe unloading.

7.2 Reasonable additional costs caused by failed delivery, inadequate access or requested redelivery may be charged where disclosed and permitted by law.

7.3 Risk of loss or damage generally passes on delivery or collection, except where the law requires otherwise. Ownership remains subject to clause 8.

7.4 We may arrange separate deliveries where necessary, notifying the Customer of any additional charges for approval. We will advise of material delays and revised delivery arrangements.

8. Retention of title and PPSA security

8.1 To the extent permitted by law, title to Goods remains with us until the Customer has paid in full for those Goods and all other amounts secured under this agreement.

8.2 The Customer grants us a security interest in Goods supplied by us and their identifiable proceeds to secure amounts owed to us for those Goods and related supply. The Customer acknowledges this agreement may constitute a security agreement under the Personal Property Securities Act 1999 (PPSA).

8.3 The Customer agrees to provide reasonable information and assistance needed for us to register and maintain a financing statement on the Personal Property Securities Register, and must not knowingly grant an inconsistent security interest over unpaid Goods without our written consent.

8.4 Until payment, the Customer must take reasonable care of identifiable unpaid Goods and, where practicable, keep them identifiable. If Goods are mixed, installed or transformed, the parties' rights are governed by the PPSA and other applicable law; no automatic ownership of unrelated property is claimed.

8.5 On default, we may exercise repossession and enforcement rights only in accordance with the PPSA and other applicable laws. Nothing authorises unlawful entry or seizure. Any statutory notices or rights are excluded or waived only to the extent lawfully permitted and specifically applicable.

9. Default

9.1 Events of default include failure to pay an undisputed amount when due after reasonable notice; material breach not remedied within a reasonable period after notice; insolvency, liquidation or receivership; or materially false information in the credit application.

9.2 Following default, we may suspend further supply, require payment of overdue sums and enforce available security and recovery rights, subject to applicable law.

9.3 Any acceleration of amounts not yet due requires an express written agreement and compliance with applicable law.

10. Quality, claims and consumer law

10.1 The Customer should inspect Goods on delivery or collection and notify us promptly of shortages, incorrect Goods or visible damage so the issue can be investigated.

10.2 No notification deadline removes rights that cannot lawfully be excluded, including rights under the Consumer Guarantees Act 1993 (CGA).

10.3 Where Goods or Services are acquired in trade and both parties are in trade, the parties agree to contract out of the CGA only to the extent permitted by section 43 and only where it is fair and reasonable to do so. This clause does not apply to purchases for which contracting out is not permitted.

10.4 Nothing excludes or limits liability or rights under the Fair Trading Act 1986 or other legislation where exclusion is prohibited.

11. Liability

11.1 Neither party excludes liability for fraud, wilful misconduct, or liability that cannot lawfully be excluded.

11.2 To the extent permitted by law, neither party is liable for indirect or consequential business losses that were not reasonably foreseeable at the time of contracting.

11.3 Any proposed financial cap on our liability for business-to-business transactions should be expressly agreed in writing and reviewed for enforceability; no automatic \$500 cap applies under these terms.

11.4 The Customer is responsible for damage or costs arising from inaccurate delivery instructions or unsafe site conditions to the extent caused by the Customer's acts or omissions and permitted by law.

12. Personal guarantee and indemnity – individual signing required

12.8 The Guarantor acknowledges that personal assets may be at risk, has read these terms and has had the opportunity to obtain independent legal advice before signing.

12.7 If two or more individuals sign as Guarantors, each guarantees the whole guaranteed debt jointly and severally, but the Supplier may recover the debt only once. Each Guarantor must sign the personal-capacity acceptance below.

12.6 No material change that increases the Guarantor's obligations beyond the scope expressly agreed here binds the Guarantor without the Guarantor's written consent. A Guarantor does not become liable merely by being a director, shareholder or trustee.

12.5 Subject to applicable law, the Supplier may seek payment from the Guarantor without first pursuing the Customer or enforcing other security. Payments and recoveries reduce the amount outstanding.

12.4 This is a continuing guarantee covering present and future account transactions. It continues until the Supplier accepts written notice from the Guarantor terminating it for future transactions; termination does not release liability for obligations incurred before the effective date, including amounts arising from orders already accepted.

12.3 As a separate and independent obligation, the Guarantor indemnifies the Supplier against loss arising from the Customer's failure to pay the guaranteed amounts, to the extent permitted by law. The Supplier must not recover more than the amount properly owed, together with recoverable costs.

12.2 In consideration of the Supplier agreeing, at the Guarantor's request, to grant or continue trade credit to the Customer, the Guarantor unconditionally guarantees payment of all amounts now or in the future payable by the Customer under its trade credit account, including invoiced goods and services, GST, agreed overdue interest and reasonable recoverable enforcement costs, subject to applicable law.

12.1 This clause applies only to an individual who signs the Personal Guarantor Acceptance section below in their personal capacity (Guarantor). Signing only on behalf of the Customer does not create a personal guarantee.

13. General

13.1 We may engage subcontractors or delivery providers while remaining responsible for our contractual obligations where applicable.

13.2 Neither party is responsible for delay caused by events beyond its reasonable control, but must take reasonable steps to reduce the impact and keep the other informed. Statutory rights remain unaffected.

13.3 If any term is unenforceable, the remaining terms continue to apply so far as possible.

13.4 Failure to enforce a term immediately is not a waiver of that term.

13.5 New Zealand law governs this agreement. The Construction Contracts Act 2002 applies where legally relevant.

13.6 Changes to these terms for future transactions will be notified reasonably in advance. Changes will not retrospectively alter existing orders without agreement.

14. Account acknowledgement

Customer legal name: _____

Trading name (if different): _____

NZBN (if applicable): _____

Authorised signatory name: _____

Signature: _____ Date: _____

Requested credit limit: \$_____ (subject to approval)

Supplier approval / account number: _____

15. Personal Guarantor Acceptance – sign personally

IMPORTANT: This section creates personal liability for the Customer's trade account debts. Each proposed guarantor must complete and sign this section individually, in addition to any signature made for the Customer. Do not sign unless you understand the obligations in clause 12.

Customer legal name: _____

Guarantor full legal name: _____

Residential address: _____

Email: _____ Phone: _____

Capacity (director / trustee / other): _____

I sign in my PERSONAL CAPACITY as Guarantor and agree to clause 12 above.

Guarantor signature: _____ Date: _____

Independent witness name: _____

Witness signature: _____ Date: _____

Witness occupation and address: _____

For additional guarantors, reproduce and sign a separate copy of this Personal Guarantor Acceptance section for each person, attached to this same agreement.

