



Carrfields

Livestock

Account application form



ACCOUNT DETAILS

SECTION 1

Full name of applicant
(legal entity)

Trading name
(if different from above)

Legal entity

Sole trader Company Partnership Trust Individual

Other *(please specify)*

Company number/
entity identifier

GST number

NAIT number

Postal address

Street address

Post code

City

Region

Carrfields Agent
*(we will assign one to you if
you don't have one)*

BANK DETAILS

SECTION 2

Proceeds for the sale of stock to be credited to:

Bank account number

Bank name

Branch

Direct debit
(please tick)

Yes, I would like to pay my account via direct debit *(form will be sent to you)*

No, I will organise payments myself

AUTHORISED INDIVIDUAL

SECTION 3

(All individuals, partners, trustees and authorised directors of the applicant(s) must complete this section. Please continue on a separate page if necessary)

Full name

Relationship to customer
(e.g. director, trustee etc)

Date of birth

Address

City

Post code

Email

Landline

Mobile

Confirmation

I agree to the terms and conditions as above *(tick box)*

Date

PERSONAL GUARANTEE

SECTION 4

(To be completed if the applicant(s) named above is/are a company)

To Carrfields Livestock Limited ("Carrfields Livestock"):

In consideration of Carrfields Livestock giving credit to the applicant(s) named previously at the request of the Guarantor(s), the Guarantor(s):

1. guarantee the due and punctual payment of all amounts owing by the applicant(s) to Carrfields Livestock and the due and punctual performance by the applicant(s) of all obligations set out in the attached Carrfields Livestock Terms and Conditions (as amended from time to time).
2. acknowledge and agree that the Guarantor(s) liability under paragraph 1 above is:
 - a. (where there is more than one Guarantor), joint and several;
 - b. as principal debtor, and secures any and all obligations or liabilities that the applicant(s) owes to the Carrfields Group (as defined in the Carrfields Livestock Limited Terms and Conditions) as at the date of signing this guarantee, as well as any and all future obligations and liabilities;
3. agree not to prove in the bankruptcy or liquidation of the applicant(s) in competition with Carrfields Livestock; and
4. acknowledge and agree that this guarantee will continue if the credit limit is amended and if the application is renewed or any of its terms are changed.

Guarantor
(full name)

Date of birth

Address

City

Post code

Confirmation

I agree to the terms and conditions as above *(tick box)*

Date

Guarantor
(full name)

Date of birth

Address

City

Post code

Confirmation

I agree to the terms and conditions as above *(tick box)*

Date

APPLICATION AND DECLARATION

SECTION 5

I/we on behalf of the applicant(s) and if applicable as Guarantor acknowledge and declare that:

1. the information provided to Carrfields Livestock and given in this application is true and correct;
2. I/we have read the Carrfields Livestock Limited Terms and Conditions attached to this application and agree to be bound by them (and any variation);
3. I/we irrevocably authorise Carrfields Livestock to make enquiries as it considers appropriate (including the credit reference agencies, bankers, solicitors, insurers and accountants), and to provide information to any third party for the purpose of carrying out credit checks, obtaining credit reports or debt collection which may then be held and used by that third party and used for its credit reporting purposes. Such third parties include but are not limited to: Veda Advantage (NZ) Limited, Private Bag 92156, Auckland Mail Centre, Auckland 1142
4. I/we understand and acknowledge that Carrfields Livestock may reject this application and is not required to provide a reason. This includes where I/we do not provide the information requested by Carrfields Livestock or refuse to grant Carrfields Livestock the authority to obtain information about me/us in accordance with (c) and the Terms and Conditions.

Full name

Confirmation

I agree to the terms and conditions (*tick box*)

Date

Full name

Confirmation

I agree to the terms and conditions (*tick box*)

Date

RESET FORM

SEND

Click the 'SAVE AS' option if you would like to save and manually attach. Please email file to livestock@carrfields.co.nz

SAVE AS

CARRFIELDS LIVESTOCK USE ONLY

Credit check completed by
(signature)

Date

Authorised to open

Accepted Denied

Note

Customer Code (GT)

CARRFIELDS LIVESTOCK TERMS AND CONDITIONS

1. Definitions

"Agreement" means the Account application form, these Terms and the terms set out in the invoices we and/or Carrfields Limited send to you.

"Third Party" means the third party buyer of your Goods or the third party seller of Goods bought by you under a sale arranged by us.

"Carrfields Group" means Carrfields Limited and any other companies in the Carrfields group of companies from time to time as published on www.carrfields.co.nz.

"Commission" means the percentage of the Price (plus GST) that we are to be paid when acting as an agent in relation to a Sale as set by us from time to time.

"Force Majeure" means an event beyond our (or if applicable, the Third Party's) reasonable control, including death, soundness, disease, theft, flood, earthquake or other natural disaster.

"Goods" means the products supplied by us to you and/or through us by, or to, you and includes livestock, feed, supplements, farm machinery and sundries.

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

"Person" includes a body corporate and vice versa.

"PPSA" means the Personal Property Securities Act 1999.

"Sale" means a Sale arranged by us acting as agent for you and/or a Third Party.

"Price" means price that you must pay us for Goods supplied by us or a Third Party for Goods supplied by that Third Party.

"Terms" means these Carrfields Livestock Terms and Conditions as replaced or amended from time to time.

"we"; "us" or "our" means Carrfields Livestock Limited and our successors and assigns.

"you" or "your" means the person(s) named as applicant(s) in the Account application form.

2. When these Terms apply

2.1 These Terms apply each time that you buy Goods from us, and each time you buy or sell Goods through us (whether a Sale is documented in writing or not and whether we are acting as agent for you, the Third Party or both you and the Third Party).

2.2 These Terms prevail over the terms in any sales docket relating to a Sale but are deemed to be incorporated in the terms of the Sale. However, if a Sale is conducted at an auction at which the New Zealand Stock & Station Agent's Association Conditions of Sale apply these Terms are supplementary to and do not limit the New Zealand Stock & Station Agent's Association Conditions of Sale.

3. Carrfields Group

3.1 We are a member of the Carrfields Group. We appoint Carrfields Limited as our agent for the purposes of administering and enforcing, and for invoicing and collecting payment under, this Agreement. All rights, powers and entitlements granted to or conferred on us under this Agreement may be exercised by us and/or Carrfields Limited.

3.2 Carrfields Livestock Limited will issue you a monthly transaction statement showing all amounts owing by you.

4. Sales

4.1 We may act as agent for either or both you and a Third Party in respect of a Sale. Where we do so, the contract for the sale and purchase of Goods pursuant to the Sale will be a contract between you and that Third Party on these Terms and on the terms of any Sales docket. Any contract relating to a Sale may be entered into in counterparts (including electronic copies) which when taken together will constitute one contract and we may enter into the contract relating to a Sale for and on behalf of you as your agent.

4.2 Our commission may be payable by you, the Third Party or both you and the Third Party and we may debit the Commission from your account with us (whether or not we have received payment from the Third Party) and/or from any amount due to you.

4.3 Without limiting clause 11.2, where the Third Party is a seller of Goods being bought by you, you acknowledge and agree that:

(a) we are only passing on information about the Goods received from the Third Party. We do not verify this information. Accordingly, we cannot and do not make any representations or give any warranties about the description of the Goods and/or the Third Party's rights to sell the Goods and we do not warrant or represent that the information passed on to you is complete and/or accurate; and

(b) you are bound to pay to us the Price for the Goods and you indemnify us for any cost or loss of any kind that we may suffer or incur as a result of any delay by you in making payment to us and/or your failure to pay.

4.4 Without limiting clause 11.1, where the Third Party is a buyer of Goods supplied by you, you:

(a) warrant to us that all information you provide to us in respect of the Goods is complete and accurate in all material respects and that you have the right to sell, and sell the Goods free of all encumbrances or third party interests of any kind; and

(b) acknowledge and agree that payment for the Goods is due to us and we will pay the Price, less Commission to you in accordance with clause 7; and

(c) indemnify us against any loss or cost of any kind which we may suffer or incur as a result of your breach of this clause 4.4

4.5 You authorise us to disclose your details (including personal information) to the Third Party to facilitate the Sale.

4.6 Where we arrange a Sale of your Goods at auction, unless you have notified us of a reserve price, we may (but are not obliged to) set a reserve price for you. Neither we nor our auctioneer will be liable to you in any way in relation to the reserve set by us or any failure to set a reserve.

5. Livestock Transfer Cards

Where we act as agent in relation to a Sale of livestock owned by you, you must deliver to us Livestock Transfer Cards in respect of the livestock sold by you under the Sale in the form reasonably required by us on or before the date that is 14 days after the date of delivery of the Stock.

6. Price

Unless otherwise agreed in writing Prices are given in New Zealand dollars and are quoted exclusive of GST and any delivery costs. Where you buy Goods from us, or through us under a Sale, you are responsible for delivery costs unless otherwise agreed in writing with us or the Third Party (as applicable).

7. Payment

7.1 You must pay for Goods supplied by us to you at the time and in the manner specified in our or Carrfields Livestock Limited's invoices (and if none then within 7 days of delivery of the Goods to you). You must pay us for Goods sold to you under a Sale on or before the date that is 14 days after the date the Goods were delivered to you.

7.2 We will pay you for Goods sold by you under a Sale (less Commission) promptly following receipt by us of payment from the relevant Third Party. We may (but are not obliged to) pay you before we receive payment from the relevant Third Party, but if we do so:

(a) Your rights under the Sale contract (including any right to receive payment and the right to sue for payment) are deemed to be transferred and assigned absolutely to us;

(b) we may at any time before receiving payment

in full from the Third Party, reverse any payment made to you by debiting your account with us (and you must immediately pay any debit balance to us) and assign to you our right to payment from the Third Party under this Agreement.

7.3 If any payment is not received by the due date for payment then without prejudice to any other rights we may have, we may charge default interest on the amount overdue at the current default rate published on www.carrfields.co.nz. Interest will accrue on a daily basis and compound monthly from the due date for payment until the date of payment (whether before or after judgment). All amounts received by us after we have started applying interest will be applied first in payment of default interest.

7.4 All costs incurred by us in recovering any amount owed by you to us or a Third Party (including court, solicitor and debt collection costs) are payable by you as a due debt, without further demand.

7.5 If you genuinely disagree with any amount invoiced by us you must give us written notice on or before the due date for payment specifying the details of the dispute and pay the undisputed amount. If we cannot agree the correct amount with you, the disagreement will be resolved in accordance with clause 16. Provided you comply with this clause, we will not charge interest on the disputed amount while the amount is in dispute.

8. Title and PPSA

8.1 Ownership of Goods remains with us or (if applicable) the Third Party and does not pass to you until we receive payment for the relevant Goods in full and you have satisfied all of your obligations under this Agreement or the Sale in respect of the relevant Goods. Until all amounts owing and/or obligations have been satisfied, you:

(a) will hold or deal with the Goods as our (or the Third Party's) fiduciary and deal with them as agent only and on behalf of us (or the Third Party);

(b) will keep the Goods separate from all other property and ensure that the Goods are separately identified or identifiable;

(c) will not grant any interest or charge over the Goods to any person;

(d) will insure the Goods at your own cost for full replacement value against all risks and naming us as an interested party on the policies;

(e) will not assign or purport to assign to any person the right to receive any proceeds of the Goods; and

(f) grant us an irrevocable licence to enter onto any property to take any action we consider necessary at any time to protect the Goods and/or our (or a Third Party's) security interest in the Goods (including, without limitation, taking possession of the Goods at any time without notice and repossessing the Goods).

8.2 To the maximum extent permitted by law, we will not be liable to you or any third party for any loss or damage caused by us in exercising our rights under this clause 8 and you indemnify us, our servants and agents, for any exercise or purported exercise of our rights under this clause 8.

8.3 Without limiting any other provision in these Terms, you grant us a security interest in the Goods supplied by or through us to you (and in all proceeds of such Goods) to secure payment of all amounts owing to us and/or a Third Party under this Agreement. You agree to do all things necessary to enable us to register a financing statement on the PPSR and to ensure that the security interest is a first ranking perfected security interest over such Goods and proceeds. We may register a security interest on the PPSR in our name as secured party even where we act as agent for the Third Party.

8.4 If the Goods subsequently become part of some

CARRFIELDS LIVESTOCK TERMS AND CONDITIONS *(continued)*

- other product or mass, then nothing in these Terms shall limit the application of sections 82 to 86 of the PPSA.
- 8.5 You waive your right to receive a copy of any verification statement in respect of any financing statement or financing change statement relating to the security interest.
- 8.6 You agree that nothing in sections 114(1)(a), 120(1), 122, 133 or 134 of the PPSA will apply and you agree to waive your 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.
- 9. Risk and delivery**
- 9.1 Risk passes in Goods supplied by us to you at the time the Goods are collected by you or by you or our carrier for delivery to you.
- 9.2 Unless otherwise agreed between you and the relevant Third Party in writing through us:
- (a) Goods supplied to you under a Sale will be delivered by the Third Party or the Third Party's carrier, at the Third Party's cost, to the delivery address specified by you and risk in the Goods passes to you at the time of unloading;
- (b) You are responsible for arranging at your costs delivery of Goods sold by you under a Sale to the Third Party, at the address specified by the Third Party and risk in the Goods passes from you at the time of unloading.
- 9.3 Where Goods are being supplied to you, you are responsible for checking whether the quantity of Goods delivered is correct upon delivery and notifying us (and if applicable, the relevant Third Party) of any error. If you do not promptly notify us (and if applicable, the relevant Third Party) the correct quantity of Goods will be deemed to have been delivered.
- 9.4 Where you are supplying Goods and you fail to deliver the Goods on the agreed date, then without prejudice to any other remedies available to us or the Third Party, we may sue you for specific performance and/or cancel the Sale and recover any loss or cost we may suffer or incur from you as debt, immediately due and payable. If we cancel the Sale under this clause you must immediately repay any amount paid to you by us and/or the Third Party and default interest will accrue on such amounts from the due date of delivery until the date those amounts are repaid in full. Interest will be calculated in accordance with clause 7.3.
- 10. NAIT**
- Where a Sale is a Sale through us of Goods that are livestock owned by you:
- (a) you warrant that the livestock is tagged with Nait compliant ear tags and the livestock are registered on the Nait database; and
- (b) you authorise us to transact Nait transfers on your behalf in our capacity as a PICA when the livestock is sold in a saleyard. In all other cases, you may request that we complete the Nait transfer on your behalf and our standard Nait processing fee applicable at the time will apply.
- 11. Biosecurity Act**
- 11.1 Where you are selling Goods through us that are livestock owned by you:
- (a) you warrant that the livestock are healthy and free from disease, pests, unwanted organisms and notifiable organisms as defined under the Biosecurity Act 1993, and that the livestock and any property on which the livestock have been depastured are not subject to any order or notice of direction (such as a movement or control order) made by any regulatory authority including the Ministry of Primary Industries;
- (b) you shall at all times comply with the provisions of the Biosecurity Act 1993 and any lawful notices and orders given or made by any regulatory authority in relation to the livestock; and
- (c) you indemnify us against any loss or cost of any kind which we may suffer or incur as a result of your breach of this clause 11.1.
- 11.2 Where you are buying Goods through us that are livestock owned by a Third Party any information we provide to you on the health of the livestock and/or the presence or absence of any disease, pests, unwanted organisms and/or notifiable organisms is passed on from the Third Party. We do not verify this information.
- 12. Our warranties to you**
- 12.1 To the extent we are able, we will pass on the benefit of any manufacturer warranties in respect of Goods that we supply to you.
- 12.2 Except as expressly agreed otherwise in writing with you in any particular case, we do not make any representations or give any warranties in relation to the Goods being supplied to you, including (to the maximum extent permitted by law) representations and/or warranties in respect of:
- (a) the condition of any Goods;
- (b) the Goods fitness for purpose;
- (c) where the Goods are livestock, the health of the livestock and/or the presence or absence of any disease, pests, unwanted organisms and/or notifiable organisms; and/or
- (d) the completeness and/or accuracy of any information passed on from a Third Party.
- 12.3 You acknowledge that you enter into this Agreement (and any Sale) at your own risk and in reliance on your own judgement.
- 13. Liability**
- 13.1 Our sole liability to you in connection with Goods we have supplied to you that are not Livestock is to replace any defective or faulty Goods or (at our election) to refund you the Price of the defective or faulty Goods.
- 13.2 To the maximum extent permitted by law, we will not be liable to you, whether in tort (including negligence), contract, equity or otherwise, for any loss or liability of any kind, whether direct, indirect, special or consequential suffered or incurred by you in relation to a Sale or in relation to the Goods supplied by us (except as set out in clause 12.1), including where the Goods are livestock, in relation to the health of the livestock, the presence of any disease, pests, unwanted organisms and/or notifiable organisms (whether disclosed to you or not).
- 13.3 If and to the extent that we cannot rely on the exclusions of liability in this Agreement, then the maximum aggregate amount of our liability to you arising out of any claim for loss or damage is limited to:
- (a) the Commission actually received by us in respect of the Sale in connection with which our liability arises; and
- (b) \$100, in all other cases, and in the event of any claim, both parties must, in good faith, make all reasonable efforts to minimise the amount of any loss.
- 14. Consumer Guarantees Act and Fair Trading Act**
- 14.1 You acknowledge and agree that Goods supplied to you are being supplied and acquired "in trade." Accordingly, nothing in the Consumer Guarantees Act 1993 applies to the supply of Goods under this Agreement or a Sale.
- 14.2 You acknowledge that, in relation to a Sale we are acting as an agent for you and/or the Third Party and that any information we provide to you is passed on from the Third Party and has not been independently verified by us. Accordingly, nothing in sections 9, 12A, 13 and 14(1) of the Fair Trading Act apply to a Sale (or any information provided to you in connection with a Sale) under this Agreement. You acknowledge that you have not relied on any representations made by us in entering into this Agreement, that this clause is fair and reasonable and that you have had an opportunity to negotiate these Terms (if you chose to) and receive advice from or be represented by a lawyer in relation to this Agreement.
- 15. Contract and Commercial Law Act**
- To the extent permitted by law these Terms prevail over the provisions in the Contract and Commercial Law Act 2017.
- 16. Force Majeure**
- We and (in relation to a Sale) any Third Party will be excused from all liability to you for any delay in delivery, non-delivery, destruction or deterioration of all or any part of the Goods directly or indirectly caused by an event of Force Majeure. If a Force Majeure event occurs, we may at our sole discretion, either cancel the Agreement or the Sale wholly or in part or extend the time for delivery of the Goods under this Agreement or a Sale for such period as may be reasonably necessary. You agree not to bring any claim against us or the Third Party as a consequence of any cancellation or postponement of a delivery of Goods due to the Force Majeure event.
- 17. Disputes**
- 17.1 Any dispute arising out of or in relation to a Sale and/or this Agreement will be referred by us to an independent expert for determination. The independent expert will be appointed by us after consultation with you (and the Third Party, if applicable).
- 17.2 In determining a dispute the independent expert will:
- (a) act as an expert and not as an arbitrator;
- (b) rely on their own knowledge, skill, experience and judgment;
- (c) be entitled to make his or her own independent enquiries.
- 17.3 The expert will be requested to give their expert's determination of the dispute as soon as practicable after being appointed. The expert's determination will be in writing, include reasons, and will be final and binding.
- 17.4 The expert's fees with respect to his or her determination will be borne equally by the parties, except to the extent that the expert determines otherwise.
- 18. Information**
- 18.1 You (and each guarantor) authorises us to collect, retain and use information about you for the purpose of carrying out credit checks, deciding whether to continue to make any goods or services available to you, debt collection and/or marketing. You (and each guarantor) authorise us to provide information (including information relating to any default in your payment obligations) to third parties for the purposes of enabling those parties to carry out credit checks, obtaining credit reports or collect debt. To the extent permitted by law you (and each guarantor) agree that those third parties may hold that information in their systems and use it now and in the future.
- 18.2 You (and each guarantor) may ask for a copy of, and corrections to, any personal information we hold about you (or them).
- 19. General**
- 19.1 A reference to any legislation in these Terms includes a reference to any amended or substitute legislation and any regulations enacted under that legislation.
- 19.2 This Agreement and any contract relating to a Sale 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.
- 19.3 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.