

**TERMS OF TRADE**  
**STAR CONSOLIDATED GROUP OF COMPANIES**

**1. Definitions**

- 1.1 'Company' means Star Consolidated Group of Companies including but not limited to Star Fish Supply Ltd, Star Food Service Ltd, and Star Offshore Services Ltd.
- 1.2 'Buyer' means the person, or company buying the goods and/or services from the Company.
- 1.3 'Goods' mean the goods and/or services being purchased by the Buyer from the Company.
- 1.4 'Contract' means the contract between the Company and the Buyer for the purchase of goods and/or services.
- 1.5 'Due date' means the date payment was due according to the invoice or statement as agreed to under the account between the Buyer and the Company.

**2. Acceptance**

- 2.1 The buyer is deemed to have accepted the goods upon delivery.
- 2.2. If any instructions are received by the Company from the Buyer for the supply of goods, it shall constitute acceptance of these Terms of Trade.
- 2.3 Upon acceptance of these Terms of Trade by the Buyer they are definitive and binding.

**3. Terms and Conditions**

- 3.1 These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the Buyer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer.
- 3.2 It is the Buyer's responsibility to ensure that these conditions are brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after receipt shall be deemed to be an acceptance of these terms of trade

**4. Price**

- 4.1. Prices are subject to change without notice. All orders will be filled at prices prevailing at the date of delivery of the Goods or services and the Buyer is to pay the prices charged.
- 4.2. If Goods and Services Tax ("GST") or other taxes are payable on Goods or services supplied or on any amount payable under clause 5, the Buyer shall pay such tax in addition to any other amount due under these terms and conditions.
- 4.3 Unless otherwise stated the final prices are inclusive of GST and other taxes which must be paid by the Customer

**5. Payment**

- 5.1 Payments for Goods from a Buyer with an account on credit payment terms will be made by direct credit, cash, EFTPOS, credit card, Farmlands card, cheque, or direct debit, or any other method as agreed to between the Buyer and the Company.
- 5.2 Payments for Goods from a Buyer as a Member Card holder, with no trading terms will be made by cash, EFTPOS, credit card, Farmlands card or another method with prior agreement between the Buyer and the Company at the time of purchase.
- 5.3 A fee of 1.75% is payable for all credit card transactions and may be subject to change without notice at the Company's discretion.
- 5.4 Any prompt payment discounts or payment incentives may be subject to change without notice at the Company's discretion.
- 5.5 Credit payment terms are not automatically extended and are provided at the sole discretion by authorised parties of the Company upon the completion and submission of a Star Consolidated Group of Companies Credit Application Form.
- 5.6 Payments will be made as per the credit payment terms extended to the Buyer account in an account confirmation letter, once processing of the submitted Credit Application Form is completed.
- 5.7 Late payment shall incur interest at the rate of 15% per annum allocated on a monthly basis. This shall be payable on any monies outstanding under the Contract from the date payment was due

- 5.8 until the date payment is received by the Company, but without prejudice to the Company's other rights or remedies in respect of the Buyer's default in failing to make payment on the due date.
- 5.8 Interest will be charged at the Company's discretion.
- 5.9 Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer suffers because the Company exercised its rights under this clause.
- 5.10 In the event of non payment the Company will have the right to repossess any goods not yet paid for under the Contract.
- 5.11 The Company has the right to engage the services of a third party debt collector to recover unpaid sums.
- 5.12 In the event of non payment the Buyer agrees that the Company may disclose the Buyer's details to a third party debt collector for the purposes of recovering payment.
- 5.13 The Buyer will be liable for any fees incurred in recovering payment after the due date.

**6. Personal Guarantee**

- 6.1 In consideration of the Company providing Goods and Services to the Buyer, the Guarantor(s) jointly and severally guarantees payment of all amounts payable by the Buyer to the Company and performance of all the buyer's obligations to the Company, and indemnifies the Company against all costs, losses, expenses and liabilities (including legal expenses on a fully indemnity basis) incurred or sustained by the Company as a consequence of the Buyer's default in its obligations to the Company.
- 6.2 The Guarantor is deemed to be principal debtor and liable as though he/she were the Buyer and shall not be released from the guarantee by any matter whatever, the happening of which might otherwise release a person liable only as guarantor or surety.
- 6.3 This is a continuing guarantee, which applies in respect of all goods supplied to the customer.
- 6.4 This guarantee can be registered on the PPSR as a general security against the Guarantor's assets.

**7. Personal Property Securities Act 1999 (PPSA)**

- 7.1 All terms in this clause 7 of these Terms of Trade have the meaning given in the PPSA, and section references shall be to the sections of the PPSA. Clause 1 creates a security interest in all goods supplied by the Company.
- 7.2 The Company can register a general security interest over all the Buyer's assets up to the value of any debt incurred. The Buyer consents to the Company registering on the Personal Property Security Register (PPSR) a general security interest over all the Buyer assets and a security interest over all goods supplied by the Company.
- 7.3 The Buyer waives the right to receive a copy of the Verification Statement. Nothing in sections 114(1)(a), 133 and 134 of the PPSA will apply to these Terms of Trade. The Buyer waives its rights under sections 116, 117(1)(c), 120(2), 121, 125 and 131.
- 7.4 The security interest created by clauses 5, 6 and 7 of these Terms of Trade becomes enforceable if any of the following events occur:
  - a) The Buyer fails to pay any money owing on the due date;
  - b) The Buyer sells, parts with possession, leases or disposes of any goods or does anything inconsistent with the Company's ownership of the goods prior to making full payment;
  - c) The Company believes the Customer has committed or will commit an act of bankruptcy, has had or is about to have a receiver appointed, or is declared insolvent;
  - d) The goods are at risk, as that term is defined in the PPSA;
  - e) Any other events provided for in the PPSA; In addition to rights conferred by the part 9 of the PPSA,
- 7.5 The Company may take possession of any goods and may enter premises, whether or not the occupier is present in order to take possession of goods pursuant to this clause.

## 8. Governing Laws

8.1 These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

## 9. Reservation of Title

9.1 Ownership and title of the goods remains with The Company until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full.

## 10. Liability

10.1 The Company shall not be liable for any loss or consequential damages of any kind whatsoever suffered by the Buyer as a result of any breach of any of the Company's obligations under the contract, due to

- a) Delay or failure to supply goods
- b) Suspension or termination of supply of goods pursuant to clause 5.7
- c) Damage caused by misuse of goods
- d) Any negligence on the part of the Company, its servants, agents or contractors
- e) Any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify the Company against any claim by any such person.

10.2 Damages for faulty goods will be limited to the purchase price of those goods.

10.3 The Company shall not be liable for any unauthorised purchases from buyers upon presentation of a Company issued member card.

## 11. Member Cards

11.1 Member Cards may be distributed to Buyers by the Company, Member Cards remain the property of Star Food Service Limited and may be cancelled or discontinued at any time.

11.2 Only the authorised holder of the Member Card/s issued can purchase using that card

11.3 Any lost/damaged/stolen member cards must be reported to the Company immediately to ensure cancellation and reissue of a new card and avoid any unauthorised purchases on the Buyers account.

11.4 The Buyer is responsible for the safe storage of all issued Member Cards and any unauthorised purchases are the responsibility of the Buyer.

11.5 The default Trade Terms for all Member Card holders are for payment in full to be received from the Buyer at the time of purchase using the method/s described in Clause 5.2

11.6 Trade Terms are not guaranteed to Member Card holders but a completed Customer Application form can be submitted to the Company for approval.

11.7 All other Terms of Trade in this document are applicable to Member Card holders including, but not limited to, discounts, surcharges, liabilities and information provided which Privacy Act.

## 12. Privacy Act

12.1 The Buyer agrees to provide personal information in order to obtain a Member Card and/or Trade Account and receive any privileges available to Buyers.

12.2 Where the Buyer is an individual the authority to collect, retain and use any information under the Privacy Act is outlined in our Privacy Statement, this can be viewed at 32 Dunlop Road, Onekawa, Napier or online [www.starfoods.co.nz/privacy](http://www.starfoods.co.nz/privacy).

12.3 The Buyer agrees to provide personal information for the purposes of identification of a Trade Account or Member Card holder.

12.4 The Buyer may be contacted by the Company from time to time for marketing purposes, the Buyer has the right to 'opt out' of receiving any marketing material at any time.

12.5 For the purposes of Trade Account set up or in the event of a default on payment, the Buyer authorises the Company to:

- a) Make enquiries with relevant third parties and/or credit agencies regarding the Customers credit history
- b) Release information for the above purpose to the extent necessary, to relevant third parties and/or credit agencies
- c) Instruct an agent to carry out any credit enquiries, and the Customer agrees the above authorisations will apply to such agent

12.6 The Buyer authorises any credit agencies and/or relevant third party to disclose any relevant information to the Company in response to credit enquiries.

12.7 The Buyer also acknowledges that any information disclosed to a credit agency will be held on their systems and used to provide their credit reporting service.

## 13. Consumer Guarantees Act 1993 (CGA)

13.1 Where the Buyer is a consumer under the CGA who acquires goods and services from the Company other than for the purpose of business, then these Terms of Trade will be subject to the provisions of the CGA.

13.2 Where goods and/or services are supplied for business purposes, the Buyer agrees that the provisions of the CGA will not apply.

## 14. Miscellaneous

14.1 These Terms of Trade may be varied by the Company at any time without notice to the Buyer.

14.2 New Terms of Trade will be enforceable by the Company from the date they were provided to the Buyer.

14.3 The application of these Terms and Conditions are the entire agreement between the Company, the Buyer and the Guarantor, and supersede all representation, agreements or other communications made by the Company.

14.4 If any part of these Terms of Trade is illegal, unenforceable or invalid, that part is to be treated as modified or removed to the extent required to make it effective. The rest of these Terms of Trade are not affected.

## Agreement

(To be signed by all Directors / Partners / Owners / Trustees / Authorised Signatories)

**I/We certify that the information provided on the account application form is true and correct and that I/We is/are authorised to make this application for credit.**

**I/We have read and understood the TERMS OF TRADE of Star Group of Companies which form part of, and are intended to be read in conjunction with the Account Application and agree to be bound by these conditions. I/We authorise Star Group of Companies to make such enquiries as they deem necessary to establish my/our credit worthiness as set out in the Terms of Trade of this application.**

Signed \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Signed \_\_\_\_\_

Name \_\_\_\_\_

Position \_\_\_\_\_

Witness Signature \_\_\_\_\_

Name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_