



Oakmont Limited, 6/2 Progressive Way, East Tamaki, Auckland 2019, phone 0800 848411, email info@buzzvalue.co.nz; website www.buzzvalue.co.nz; postal address PO Box 259063, Botany, Auckland 2163

**AGREEMENT  
APPLICATION NO:**

<b>Customer Number</b>		<b>Date:</b>	
<b>Sales Rep:</b>		<b>Event No:</b>	
<b>Zone:</b>			

**Tax Invoice, GST No: 122-384-241**

Bold and capitalised words are defined in this Agreement.

<b>Name</b>	
<b>Address</b>	

**ITEMS**

Category	Code	Description	Qty	Unit Price (GST Inc)	Price
				Total Price	

You can cancel this Agreement at the later of:

- within 5 working days after the date on which you received a copy of this Agreement; or
- at any time before you receive the **Items**.

To cancel the Agreement you can phone, email or write to us and tell us you want to cancel this Agreement. All of our contact details are at the top of this page.

We can cancel this agreement if you miss any **Payments Required before Delivery** or have not paid the **Total Amount of All Payments Required before Delivery** by the date those were due to be paid.

If you cancel the Agreement within 5 working days after the date on which you received a copy of this Agreement, we will refund what you have paid and there is no Cancellation Fee. In every other case you will need to pay us a Cancellation Fee of \$100. We can offset what you have paid to us against the **Cancellation Fee** due and if there is a shortfall you will need to pay that to us.

1. **ORDERS**

- 1.1 **Order:** You have agreed to purchase the **Items** for the **Price** and have agreed to the other terms set out in this Agreement.
- 1.2 **Catalogue:** We will use reasonable endeavours to ensure that the Items are similar to those you saw in our catalogue or on our website but there may be minor variations.
- 1.3 **Delivery:** We will deliver the Items after you have paid the **Total Amount of All Payments Required before Delivery** in full.
- 1.4 **Summary:** You can request a summary of the total amount payable, how much you have paid, and the amount to pay at any time, any cancellation fee and/or how much you will have to pay if you cancel or how much you will get back. This information will be provided within 5 days of you asking for it and it will be provided at no cost to you.
- 1.5 **Sale of Goods:** The conditions and warranties in Part 3 of the Contract and Commercial Law Act 2017 are excluded.

2. **PAYMENT TERMS**

- 2.1 **Payment Terms:** You agree to make the **Payments** on the dates and for the amounts set out below electronically by direct debit or automatic payment.

Payments Required before Delivery			
Frequency (weekly/fortnightly/monthly)	Day Payment is required	Number of Payments	Amount to be Paid
<b>Total Amount of All Payments Required before Delivery</b>			
Payments Required after Delivery			
Frequency (weekly/fortnightly/monthly)	Day Payment is required	Number of Payments	Amount to be Paid
<b>Total Amount of All Payments Required after Delivery</b>			

<b>Total Amount of all Payments</b>	
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- 2.2 **Advance Payments:** You may make payments in advance of the due date or pay the balance of the payments due in full at any time.
- 2.3 **Default before delivery:** If you fail to make **Payment** on a due date before the **Items** have been delivered we may cancel this agreement and charge you the **Cancellation Fee** or agree with you in writing to vary the amount payable, due dates, time for payment or any of the other payment terms.

- 2.4 **Default after delivery:** If you fail to make **Payment** on a due date after the **Items** have been delivered, we may:
- (a) agree with you in writing to vary the amount payable, due dates, time for payment or any of the other payment terms;
  - (b) give you written notice that all amounts owed in the future are immediately due and payable and you will be obliged to pay that amount in full on demand;
  - (c) without notice, withhold deliveries of **Items** not yet delivered to you.

### 3. **RISK AND TITLE**

- 3.1 All risk and title in the **Items** shall pass at the time we deliver the **Items** to you.

### 4. **PRIVACY**

- 4.1 **Use of Information:** You authorise us to:

- (a) collect, retain, use and disclose any information about you, for the purpose of assessing your creditworthiness or for the purpose of providing you with details of other products or services; and
- (b) disclose information about you, whether collected by us from you directly or obtained from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection, or notifying a default by you.

- 4.2 **Your Rights:** You have the right to request a copy of the information about you that we hold and the right to request that we correct any incorrect information about that we hold. We will store your personal information at 6/2 Progressive Way, Auckland 2019.

### 5. **DEFAULT**

- 5.1 **Costs & Expenses:** You will pay all of our costs and expenses (include indemnity costs on a solicitor/client basis and debt collector's costs) we incur in enforcing or attempting to enforce our rights under this Agreement.
- 5.2 **No limitation of other rights:** Nothing in this clause will limit or affect any other rights or remedies we may have under this Agreement or at law.

### 6. **GENERAL**

- 6.1 **Telephone Sales:** You acknowledge and agree that before this Agreement was entered into we explained to you that you could cancel this Agreement within 5 working days of receiving the agreement and how to do that.

- 6.2 **Effective:** We will send you a link to download this Agreement. Within 10 days of receiving the download link you must reply to us by text message or other electronic message to confirm that you have received a copy of the Agreement and agree to be bound by it. We will be bound by this Agreement if once we have received your electronic confirmation.
- 6.3 **Electronic Communication:** You authorise us and our contractors or agents to contact you electronically (for example by email, text, website link) or by other direct or indirect modes of communication with information about products, services and promotions and to give any notices under this Agreement.
- 6.4 **Amendments:** No amendment to this Agreement will be effective unless it is in writing and signed by us.
- 6.5 **Severability:** If any part of this Agreement is held by any court or administrative body of competent jurisdiction to be invalid, illegal, void or unenforceable, in whole or in part, such determination will affect only such provision or part thereof and not impair the enforceability of the remaining parts of this Agreement.
- 6.6 **Assignment:** You may not assign this Agreement or any of its rights and obligations under this Agreement.
- 6.7 **Counterparts:** The parties may sign a counterpart copy of this Agreement by signing and transmitting a copy of this Agreement in pdf format by email. The transmission by email by one person to the other person of a counterpart copy of this Agreement signed by that person will be deemed proof of signature of the original, and a hard copy of the signed pdf document so transmitted will be deemed an original.
- 6.8 **Force Majeure:** We shall not be liable for any loss or damages suffered by you due to a failure by us to perform its obligations, where such failure is due to circumstances which are beyond our reasonable control including, without being limited to, industrial action, shortage of materials and delays or failures by suppliers including any form of shipping.
- 6.9 **Entire Agreement:** The Agreement constitutes the entire agreement concerning the supply of **Items**.