

COMBINED SALON SUPPLIES

DEBTORS PURCHASING CRITERIA

The supply of Hairdressing Products to other than a Registered Salon Owner is restricted by the Major Brand manufacturers, with whom we have a written agreement.

To obtain Hairdressing Products from Combined Salon Supplies you would be required to comply with one of the following criteria.

- 1. SALON & BARBERSHOP OWNER/S:**
- 2. SALON EMPLOYEE/CHAIR OPERATOR:**
The Application is completed by the Salon Employee/Chair Operator but the Owner of the Salon must sign Box E (Salon Owner's Signature).
- 3. HOME HAIRDRESSER:**
Application must be accompanied by a copy of "Council Registration" certificate for a Hairdressing Service to be carried out at their home address.
- 4. ESSENTAIL SERVICE:**
Application to be accompanied by a letter confirming that the applicant supplies a regular Hairdressing Service to one of the following:
 - Rest Home - Hospital
 - Home Care Services - Charitable Trust
- 6. BEAUTY THERAPIST/MAKE-UP ARTIST/NAILS:**
Application to be accompanied by a Beauty Certificate or Qualification.
- 7. FREELANCE**
Application to be accompanied by a letter confirming they work for a production company and/or photographer.

***NOTE: In all cases please complete every section of the Application to avoid any delay in processing. Where a section is not applicable please mark N/A.**

Individuals and Sole traders – please complete Box A
Companies – please complete Box B

All applicants must complete Boxes C, D and F
Box E only applies to Salon Employees/Chair Operator applications



**C O M B I N E D
S A L O N
S U P P L I E S L I M I T E D**

APPLICATION FOR CASH & CARRY PROFESSIONAL ACCOUNT

Complete **either** Box A or Box B – **not both**

BOX A INDIVIDUAL PERSON OR SOLE TRADER	
First Name:	
Middle Name(s):	
Last Name:	Gender: Male [] Female [] <i>Please tick</i>
Date of Birth:	Occupation:
Telephone: ()	Fax: ()
Street Address:	
Suburb:	Town/City:
Email Address:	

BOX B COMPANY	
Company Name:	
Company Type: Limited Company [] Partnership [] Trust []	
Incorporation No.:	GST No:
Street Address:	
Suburb:	Town/City:
Email Address:	
PERSON ACTING ON BEHALF OF:	
First Name:	Middle Name(s):
Last Name:	
Street Address:	
Suburb:	Town/City:
Email Address:	Position/Title:
DIRECTORS / PARTNERS / TRUSTEES / OFFICERS OF COMPANY	
First Name:	First Name:
Middle Name(s):	Middle Name(s):
Last Name:	Last Name:
Date of Birth:	Date of Birth:
Occupation:	Occupation:
Street Address:	Street Address:
Suburb:	Suburb:
Town/City:	Town/City:
Position/Title:	Position/Title:

Office use only	
Account No.	Card No.

All applicants must complete Boxes C, D and F

BOX C BUSINESS DETAILS	
Trading Name:	
Trading Address:	
Telephone:()	Fax: ()
Postal Address:	Post Code:
Accounts Contact Person:	
Applicants Home Address:	
Hm Phone	Cellphone No:
Name of Previous Owner:	
Date of commencement of Business:	
Full Name of Relative [] or friend [] Not Living at same address:	
Address	
Relationship	Telephone No: ()
Trade References	
Name	Phone No
1.	
2.	

Box D

The applicant is best described as:-

Salon/Barbershop Owner
 Essential Service
 Freelance
 Home Hairdresser
 Beauty
 Salon Employee/Chair Operator (see Box E)

Box E – For Salon Employees/Chair Operator applications only. Owner of Salon to complete Box E

Name of Salon: _____

I/We, as the proprietor of the above salon confirm that the applicant is a professional hair dresser who rents the use of a chair or

is employed in our salon for the purpose of carrying on his or her own business of providing professions hair dressing services to clients

Authorising Signature: _____

Address of Salon: _____

Box F Statement

I/We, the person or organisation described above (called "The Customer"), apply for a Cash & Carry Trading Card Account from COMBINED SALON SUPPLIES LIMITED (called "CSS") on and agree to be bound by the terms contained herein and the Cash & Carry Card Account – Terms & Conditions of Trade attached hereto. I/We also understand that trade references and other information may be required by CSS and that a trading card account may be declined without any reason being supplied by CSS.

Signature: _____

Print Name: _____

Title: _____

Date: _____

1. Definitions

- 1.1 "CSS shall mean Combined Salon Supplies Ltd and its successors and assigns.
- 1.2 "The Customer" shall mean the person or organisation specified on the application for Cash & Carry Card
- 1.3 "Guarantor" means that person (or persons), or entity who agrees herein to be liable for the debts of the Customer if a Limited Liability organisation on a principal debtor basis.
- 1.4 "Goods" shall have the same meaning as in section 2 of the Sale of Goods Act 1908 and are Goods supplied by CSS to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.5 "Services" shall mean all Services supplied by CSS to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined supra)
- 1.6 "Price" shall mean the cost of the Goods as agreed between CSS and the Customer subject to clause 4 of this contract.

2. Acceptance

- 2.1 Any instructions received by CSS from the Customer for the supply of Goods shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the General Manager of CSS.
- 2.2 None of CSS's employees are authorised to make any representations, statements, conditions or agreements not expressed by the General Manager of CSS in writing nor do any such unauthorised statements bind CSS.

3. Goods

- 3.1 The Goods shall be described on the invoices or quotations, as provided by CSS to the Customer.
- 3.2 The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:
 - (a) such discrepancy in quantity shall not exceed 5%.
 - (b) The Price shall be adjusted pro rata to the discrepancy.

4. Price, Price Lists Quotations & Payment

4.1 At CSSs sole discretion:

- (a) The Price shall be as indicated on invoices provided by CSS to the Customer in respect of Goods supplied; or
- (b) The Price shall be CSS's current Price at the date of delivery of the goods; or
- (c) The Price of the Goods shall be CSS's quoted Price which shall be binding upon CSS provided that the Customer shall accept CSS's quote within 14 days of its date
- (d) Any price list or other material published or distributed including by electronic means by CSS does not constitute a representation or promise that the goods detailed in any such material are available for supply to the customer. The manufacturers may from time to time and without notice to CSS vary the composition of or packaging of the goods and CSS does not undertake that any goods supplied to the customer will correspond to their descriptions in any such mater or be identical to those previously purchased by the customer or advertised.

4.2 Time for payment for the Goods shall be of the essence. Payment is due 7 days from the invoice date.

- 4.2.1 Payment will be made by cash, or by cheque, or by credit card, or by direct credit
- 4.2.2 CSS may vary payment method at any time for any reason whatsoever.
- 4.2.3 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by CSS.

5. Delivery of Goods

- 5.1 Delivery of the goods shall be made to the Customer's address. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery, or the Goods shall be delivered to the Customer at CSS's address.
- 5.2 Subject to the express terms herein, if CSS agrees to send the Goods to the Customer at the expense of the Customer then delivery of the Goods to a carrier, either named by the Customer or failing such naming to a carrier at the discretion of CSS for the purpose of transmission to the Customer, is deemed to be a delivery of the Goods to the Customer.
- 5.3 When the Goods at the date of this agreement are in possession of a third person there is no delivery by CSS to the Customer unless and until such third person acknowledges to the Customer that the Goods are being held on behalf of the Customer subject to the issue or transfer by CSS of documents of title to the Goods.
- 5.4 CSS may deliver the Goods by separate instalments (in accordance with any agrees delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.
- 5.5 The costs of carriage and any insurance which CSS directs the Customer to reasonably incur shall be reimbursed by CSS (without any set-off or other withholding whatever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Customer's agent.

- 5.6** The failure of CSS to deliver shall not entitle either party to treat this contract as repudiated.
- 5.7** CSS shall not be liable for any loss or damage whatever due to failure by CSS to deliver the Goods (or any of them) promptly or at all.
- 5.8** Notwithstanding that CSS may have delayed or failed to deliver the Goods (or any of them) promptly the Customer shall be bound to accept delivery and to pay for the Goods in full provided that the delivery shall be tendered at any time within 1 month of the delivery date.

6. Risk

- 6.1** If CSS retains property in the Goods nonetheless all risk for the Goods passes to the Customer on delivery.
- 6.2** If any Goods are damaged or destroyed prior to property in them passing to the Customer, CSS is entitled, without prejudice to any of its other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable in respect of the Goods. This applies whether or not the Price has become payable under these terms and conditions. The production of these terms and conditions by CSS is sufficient evidence of CSS's rights to receive the insurance proceeds without the need for any person dealing with CSS to make further enquiries. CSS will apply insurance proceeds as follows:
- (a) first, in payment of the Price of the Goods that are damaged or destroyed, if unpaid;
 - (b) second, in payment of the outstanding price of any other Goods supplied to the Customer by CSS whether under the terms and conditions or otherwise;
 - (c) third, in payment of any other sums payable to CSS by the Customer on any account,
 - (d) fourth, any balance is to be paid to the Customer

7. Detects

- 7.1** The Customer shall inspect on delivery and shall within three (3) days of delivery notify CSS of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford CSS an opportunity to inspect the Goods within reasonable time following delivery. If the Customer shall fail to comply with these provisions the Goods shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.

8. Returns of Goods

- 8.1** The Customer may return Goods under clause 7.1 above within seven (7) days of delivery, at the sole discretion of CSS. Goods must be returned with the following in as new condition.
- (a) All packaging material and brochures must be in as new condition and unmarked.
 - (b) All instruction manuals, videos or any other material must be returned with the Goods.
 - (c) All tools and accessories must be returned with the Goods.
- 8.2** CSS may (at its discretion) accept the Goods for credit but this will incur a restocking fee of 10% of the value of the returned Goods or \$20.00 whichever is greater plus any freight.
- 8.3** If at CSS's sole discretion any goods have been opened, packaging damaged or marked CSS reserves the right to refuse acceptance of the Goods for return.

9. Warranty

- 9.1** The terms and conditions, time limits and other warranty information for the product will be supplied to the Customer by CSS when all accounts are paid in full. The warranty shall be the current warranty provided by the manufacturer of the product. CSS shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturers warranty.
- 9.2** CSS shall not be liable to repair any defective Goods and at its own discretion may:
- (a) notify the manufacturers of the Goods of any defect notified by the Customer; and
 - (b) request the manufacturers to repair or replace any defective Goods.

10. Consumer Guarantee Act 1993

- 10.1** This agreement is subject, in all cases except where the Customer is contacting within the terms of a trade/business (which cases are specially excluded), to the provisions of the Consumer Guarantees act 1993.

11. Default & Consequences Of Default

- 11.1** If the Customer defaults in payment of any invoice when due, the Customer indemnify CSS from and against all CSS's cost and disbursements including on a solicitor and own client basis and in all debt collection costs.
- 11.2** Without prejudice to any other remedies CSS may have, if at anytime the Customer is in breach of any obligation (including those relating to payment), CSS may suspend or terminate the supply of Goods to the Customer and any of its other obligations under these terms and conditions. CSS will not be liable to the Customer for any loss or damage the Customer suffers because CSS exercised its rights under this clause.
- 11.3** In the event that:
- (a) any money payable to CSS becomes overdue, or in CSS's opinion the Customer will be unable to meet its payments as they fall due, Or;
 - (b) the Customer becomes insolvent, convened a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, Or;

- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer., then
 - (i) CSS shall be entitled to cancel all or any part of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and
 - (ii) all amounts owing to CSS shall, whether or not due for payment, immediately become payable; and
 - (iii) CSS shall be entitled to reclaim any Goods in the Customer's possession or control, which have been supplied by CSS and to dispose of the Goods for its own benefit and shall be entitled to enter, directly or by its agents, upon any land or premises where CSS believes the Goods which it has supplied are stored without being liable to any person.

12. Title

12.1 It is the intention of CSS and agreed by the Customer that the property in the Goods shall not pass until:

- (a) the Customer has paid all amounts owing for the particular Goods, and
- (b) the Customer has met all other obligations due by the Customer to CSS in respect of all contracts between CSS and the Customer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until CSS shall have received payment and all other obligations of the Customer are met.

12.2 It is further agreed that:

- (a) The Customer shall not deal with the money of CSS in anyway which may be adverse to CSS.
- (b) Until such time as ownership of the Goods shall pass from CSS to the Customer CSS may give notice in writing to the Customer to return the Goods or any part of them to CSS. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease.
- (c) If the Customer fails to return the Goods to CSS then CSS or CSS's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.
- (d) The Customer shall not charge the Goods in any way nor grant nor otherwise give any interest in the Goods while they remain the property of CSS
- (e) CSS may require payment of the Price or the balance of the Price due together with any other amounts due from the Customer to CSS arising out of these terms and conditions, and CSS may take any lawful steps to require payment of the amounts due and the Price.

13. Personal Property Securities Act 1999

13.1 Upon assenting to these terms and conditions the Customer acknowledges and agrees that:

- (a) These terms and conditions constitute a security agreement for the purposes of section 36 of the Personal Property Securities Act 1999 ("PPSA"); AND
- (b) A security interest is taken in all Goods previously supplied by CSS to the Customer (if any) and all Goods that will be supplied in the future by CSS to the Customer during the continuance of the parties relationship;

13.2 the Customer undertakes to:

- (a) sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects. Which CSS may reasonably require to register a financing statement or financing change statement on the Personal Property Securities register;
- (b) indemnify, and upon demand reimburse, CSS for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
- (c) not register a financing change statement (in accordance with regulation 9) or a change demand (in accordance with regulation 10) without the prior written consent of CSS;
- (d) give CSS not less than 7 days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice); and
- (e) Immediately advise CSS of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.

13.3 Unless otherwise agreed to in writing by CSS, the Customer waives its rights to receive a verification statement in accordance with section 148 of the PPSA.

14. Security and Charge

14.1 Notwithstanding anything to the contrary contained herein or any other rights which CSS may have howsoever:

- (a) Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to CSS or CSS's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that CSS (or CSS's nominee) shall be entitled to lodge where

appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.

- (b) Should CSS elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or guarantor shall indemnify CSS from and against all CSS's cost and disbursements including legal costs on a solicitor and own client basis.
- (c) To give effect to the provisions of clause [13,14,(a) & (b)] inclusive hereof the Customer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint CSS or CSS's nominee, as the Customer's and/or guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as CSS and/or CSSs nominee shall think fit in his/hers/its/their absolute discretion against the joint and/or several interest of the Customer and/or the Guarantor in any land, realty or asset in favor of CSS and in the Customers and/or Guarantor's name as may be necessary to secure the said The Customer's and/or Guarantor's obligations and indebtedness to CSS and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in CSS's absolute discretion which any be necessary or advantageous to give effect to the provisions of this clause.

15. Cancellation

15.1 CSS may cancel these terms and conditions or cancel delivery of Goods and Services at any time before the Goods are delivered by giving written notice. On giving such notice CSS shall promptly repay to the Customer any sums paid in respect of the Price for those Goods. CSS shall not be liable for any loss or damage whatever arising from such cancellation.

16. Privacy Act

16.1 The Customer and the Guarantor/s (if separate to the Customer) authorises CSS to collect, retain and use any information about the Customer, for the purpose of assessing the Customers creditworthiness or marketing any Goods and Services provided by CSS to any other party.

16.2 The Customer authorises CSS to disclose any information obtained to any person for the purposes set out in clause 16.1

16.3 Where the Customer is a natural person the authorities under (clauses 16.1 & 16.2) are authorities or consents for the purposes of the Privacy Act 1993

17. Unpaid CSSs Rights To Dispose Of Goods

17.1 In the event that:

- (a) CSS retains possession or control of the Goods; and
- (b) Payment of the Price is due to CSS; and
- (c) CSS has made demand in writing of the Customer for payment of the Price in terms of this contract; and
- (d) CSS has not received the Price of the goods, then, whether the property in the Goods has passed to the Customer or has remained with CSS, CSS may dispose of the goods and any claim from the Customer the loss to CSS on such disposal

18. lien & Stoppage In Transit

18.1 Where CSS has not received or been tendered the whole Price, CSS shall have:

- (a) a lien on the Goods
- (b) the right to retain them for the Price while CSS is in possession of them;
- (c) a right of stopping the Goods in transit whether or not delivery has been made; and
- (d) a right of resale
- (e) the forgoing right of disposal, providing that the lien of CSS shall continue despite the commencement of proceeding or judgement for the Price having been obtained

19. General

19.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be effected, prejudiced or impaired

19.2 All Goods and Services supplied by CSS are subject to the laws of New Zealand and CSS takes no responsibility for changes in the law which effect the Goods or Services supplied.

19.3 CSS shall be under no liability whatever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by CSS of these terms and conditions

19.4 The Customer shall not set off against the price amounts due from CSS

19.5 CSS reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which CSS notified the Customer of such change.

19.6 In the event of any breach of this contract by CSS the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of CSS exceed the Price of the Goods.

20. Resale Prohibited

Goods designated or otherwise by manufacturers as professional use only or not for retail sale are supplied by CSS for use by professionally trained hairdressers' only.

Goods described in sub clause (1) above may not be resold, directly or indirectly without the prior agreement of CSS.

20 Indemnity

The customer agrees to indemnify CSS on a full indemnity basis from and against any liability, loss, damage or expenses that CSS may suffer or incur as a result of any statements, representations, acts, or promises made by the customer about or concerning the goods otherwise than in conformity or accordance with express warranties provided to CSS by the products manufacturers and/or suppliers.