

Farmlands Co-operative Society Limited

Terms and Conditions



535 Wairakei Road
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New Zealand
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Email: farmlands@farmlands.co.nz
www.farmlands.co.nz

Terms and Conditions

Please read the following Terms carefully. They apply to the Account, the supply and hire of all Goods by Farmlands and all Farmlands Card and Card Partner Card use from 01/12/2021.

DEFINITIONS

"Account" means all accounts (however titled) provided by Farmlands to record transactions and the supply and hire of Goods.

"Address for Service" means:

- a. for any Shareholder, Secondary Accountholder, Card Signatory or Guarantor either (at Farmlands' election):
 - i. the postal or email address last notified to Farmlands by that person; or
 - ii. if it is a company, the company's registered address for service; or
- b. for Farmlands, 535 Wairakei Road, Burnside, Christchurch 8053.

"AML/CFT Act" means the Anti-Money Laundering and Countering Financing of Terrorism Act 2009, and includes all regulations and codes of practice issued under that Act.

"Amount Due" means the amount specified as the closing balance of the Account in the relevant Statement and any other amount owing to Farmlands, in respect of Goods or otherwise, by the Shareholder (and any subsequent Default Event costs).

"Application" means an application made by the Shareholder or Secondary Accountholder for an Account, Farmlands Card or Card Partner Card.

"Authorised Person" means any person that a Card Partner Card is issued to or who is otherwise authorised to use that Card Partner Card.

"Card Partner" means any agent, merchant, retailer or supplier bound by a supply agreement with Farmlands (including any Farmlands Card or Card Partner agreement).

"Card Partner Card" means any card issued by a Card Partner, which is linked and debited to the Account.

"Card Signatory" means a person named on or who uses or is authorised to use a Farmlands Card or Card Partner Card.

"CCCFA" means the Credit Contracts and Consumer Finance Act 2003.

"Credit Limit" means any credit limit for the Account set by Farmlands from time to time and notified in writing to the Shareholder.

"Default Event" means an event where:

- a. the Shareholder, Secondary Accountholder, Card Signatory or Guarantor fails, or in Farmlands' opinion is likely to fail, to pay the Amount Due by the Due Date or to otherwise comply with these Terms, the Rules of Farmlands or any other contract with Farmlands or its Related Entities;
- b. the balance of the Account exceeds the Credit Limit;
- c. the Shareholder, Secondary Accountholder, Card Signatory or Guarantor commits an act of bankruptcy;
- d. the Shareholder, Secondary Accountholder, Card Signatory or Guarantor enters into any composition or arrangement with creditors;
- e. anything occurs which in Farmlands' reasonable opinion adversely affects the Shareholder's, Secondary Accountholder, Card Signatory's or Guarantor's ability to pay all amounts howsoever owing to Farmlands; or
- f. if the Shareholder, Secondary Accountholder, Card Signatory or Guarantor is a company:
 - i. it does anything which would make it liable to be put into liquidation;
 - ii. a receiver, statutory manager or official manager is appointed over any of its assets; or
 - iii. a resolution is passed or an application is made for its liquidation.

"Due Date" means the date specified in the relevant Statement by which the Amount Due must be paid and if no date is specified, the 20th day of the month following the relevant purchase or transaction.

"Farmlands" means Farmlands Co-operative Society Limited.

"Farmlands Card" means any debit card, credit card or discount card (however branded) issued by Farmlands that is linked and debited to the Account (including, for the avoidance of doubt, a Card Partner Card).

"Guarantor" means a guarantor of a Shareholder or Secondary Accountholder signing any guarantee in favour of Farmlands.

"Goods" means any goods (including equipment) or services supplied or hired by Farmlands or any of its Related Entities to the Shareholder (including any goods or services purchased using a Farmlands Card or any Card Partner Card) and recorded to the Account or invoiced to the Shareholder.

"PIN" means the confidential personal identification numbers for use with a Farmlands Card.

"PPSA" means the Personal Property Securities Act 1999.

"Related Entity" has the meaning set out in section 2(3) of the Companies Act 1993, but read as if the word company in that section includes an industrial and provident society.

"Secondary Accountholder" means a person that is provided with an Account that is a secondary Account linked to a Shareholder's primary Account.

"Shareholder" means a person recorded in Farmlands' share register as a shareholder/member (or, in the case of an Account provided to a person who is not a Farmlands shareholder/member, the Account holder).

"Statement" means Farmlands' monthly business record of Account transactions

"Terms" means these Farmlands Co-operative Society Limited Terms & Conditions, as amended from time to time.

Account Payments

1. The Shareholder shall pay the Amount Due to Farmlands by the relevant Due Date.
2. The Amount Due may include:
 - a. GST and any other taxes, duties and levies payable in respect of the Goods at the invoice date; and
 - b. any increase in the cost of the Goods (including any change in currency rates affecting the cost of production or supply) before the date of supply; and
 - c. any credit fees and charges debited to the Account under clause 9.
3. Payment of the Amount Due shall be made in full without deduction, set off, counter claim or any other legal or equitable claim.
4. Farmlands may apply any payment:
 - a. received from or on behalf of the Shareholder; or
 - b. due by Farmlands to the Shareholder or any of its Related Entities,

in reduction of the Amount Due as Farmlands thinks fit and may apportion payments as it thinks fit to preserve any purchase money or security interest it has in the Goods.

Credit Limit

5. The initial Credit Limit is the credit limit amount requested by a Shareholder in their Application unless otherwise notified in writing by Farmlands.
6. Farmlands may reduce or increase the Credit Limit from time to time.
7. The Shareholder can apply to Farmlands to increase or reduce the Credit Limit. The Shareholder may request a Card Partner to seek an increase to the Credit Limit on their behalf. Farmlands will treat any such request as a request from the Shareholder.
8. The Shareholder shall ensure the balance of the Account does not exceed the Credit Limit. Farmlands may choose to honour a transaction even if it means the Credit Limit will be exceeded, in which case the Shareholder shall immediately pay Farmlands the amount by which the Credit Limit is exceeded.

Fees

9. The Shareholder shall pay Farmlands all credit fees and charges that are payable in connection with the Account, including all Farmlands Card and Account transaction fees set out in the initial disclosure statement provided to the Shareholder or on Farmlands' website, or otherwise notified by Farmlands from time to time. Farmlands may vary the fees and charges that are payable at any time without prior notice by publishing the new fees and charges on its website and notifying the Shareholder of any relevant changes in accordance with any disclosure requirements under the CCCFA (if applicable) or any other relevant law. The Shareholder agrees that all applicable credit fees and charges may be debited to the Account immediately as they become payable.

Risk and Security Interest

10. Risk of any loss, damage or deterioration to Goods passes to the Shareholder on supply.
11. Goods are deemed to be supplied on the earlier of:
 - a. despatch from Farmlands' premises;
 - b. despatch or supply from the Farmlands supplier or Card Partner if supplied directly to the Shareholder, Secondary Accountholder or Card Signatory; and
 - c. the invoice date.
12. Ownership of Goods remains with Farmlands and does not pass to the Shareholder until the Shareholder pays the Amount Due and has satisfied all its other obligations to Farmlands in respect of those Goods.
13. The Shareholder grants a security interest in:
 - a. all Goods; and
 - b. (where the contract between the Shareholder and Farmlands is not a consumer

credit contract under the CCCFA) all present and after-acquired property of the Shareholder, to Farmlands as security for payment of the Goods, and for any other amounts from time to time owing by the Shareholder to Farmlands, and for the performance by the Shareholder of all the Shareholder's other obligations to Farmlands. Where the contract between the Shareholder and Farmlands is a consumer credit contract under the CCCFA, then the general security interest under clause 13.b is not applicable.

14. While ownership of Goods remains with Farmlands:
 - a. the Shareholder shall insure the Goods for their full insurable value;
 - b. the Shareholder shall store the Goods separately, not mix them, and clearly identify them as belonging to Farmlands. If any Goods are stored in breach of this clause or cannot be clearly identified, Farmlands may select which goods it has security over;
 - c. Farmlands authorises the Shareholder in the ordinary course of the Shareholder's business to use the Goods or sell them for full consideration, subject to clause 19. This authority is revoked when:
 - i. a Default Event occurs; or
 - ii. Farmlands notifies the Shareholder that the authority is revoked; and
 - d. the Shareholder shall advise Farmlands immediately:
 - i. if a Default Event occurs; or
 - ii. of any other act, matter or thing (including action by any of the Shareholder's creditors) that occurs which could affect Farmlands' security interest in the Goods.
15. Where any Goods are in the possession or control of a Secondary Accountholder or Card Signatory, they accept:
 - a. they are bound by any relevant obligations of, and restrictions on, the Shareholder set out in these Terms in relation to those Goods and agrees to comply with such obligations and restrictions;
 - b. Farmlands' interest in those Goods as set out in these Terms; and
 - c. they have no interest in the Goods, notwithstanding their possession or control over such Goods, and are not permitted to sell or deal with Goods in any manner that may be contrary to Farmlands' interest in the Goods.
16. The Shareholder, each Secondary Accountholder, and each Card Signatory grants Farmlands an irrevocable licence to take any action it considers necessary at any time without notice, subject to compliance with the CCCFA (if applicable) and any legal requirements, to protect the Goods or its security interest in the Goods (including Farmlands and its repossession agents entering the land and premises where the Goods are stored, regardless of whether or not an occupier is present, and removing them). To the extent permitted by law, Farmlands shall not be responsible for any damage caused by such action.
17. Farmlands may resell any of the Goods removed by Farmlands under clause 16 and apply the proceeds of sale in reduction of the Amount Due. If the sale proceeds are less than the Amount Due, the Shareholder shall remain liable to Farmlands for the difference between the net proceeds of sale from repossessed Goods and the total Amount Due as at the date of sale of those Goods.
18. The Shareholder (and, to the extent applicable for Goods purchased with a Card Signatory's or Secondary Accountholder's Farmlands Card, the Card Signatory or Secondary Accountholder) agrees to promptly do anything that Farmlands reasonably requires, to ensure Farmlands has a first ranking perfected security interest in all of the Goods (and any proceeds).
19. If the Shareholder resells, uses or otherwise deals with Goods before ownership of the Goods has passed to the Shareholder, the proceeds of such shall be received and held by the Shareholder (in whatever form) in trust for both the Shareholder and Farmlands. Farmlands' interest as beneficiary under that trust shall be equal to the Amount Due. The balance proceeds (if any) shall be the Shareholder's beneficial interest under that trust.

Contracting out of the PPSA

20. The Shareholder waives its right to receive a copy of any verification statement under the PPSA.
21. The Shareholder:
 - a. shall not grant any other security interest in Goods without Farmlands' prior written consent;
 - b. waives, contracts out of and agrees that nothing in sections 114(1)(a), 116, 120(2), 121, 125, 127, 129, 131, 133 and 134 of the PPSA shall apply to these Terms; and
 - c. shall pay all costs, expenses and other charges incurred by Farmlands in relation to:
 - i. the filing of a financing statement or financing change statement; and
 - ii. any disputes or negotiations with third parties claiming an interest in Goods.

Claims and Liability Limitation

22. The Shareholder, Secondary Accountholder and Card Signatory acknowledge that any advice, information or recommendation given by Farmlands is given in good faith and based on the information provided by the Shareholder, Secondary Accountholder or Card Signatory but that the decision to order, use or hire Goods or to follow a recommendation is the Shareholder's, Secondary Accountholder's or Card Signatory's decision alone.
23. To the extent permitted by law, Farmlands:
 - a. excludes all recommendations, warranties, descriptions, representations and conditions in relation to Goods, whether expressed or implied by law, trade, custom or otherwise and whether relating to fitness, merchantability, suitability for purpose, or otherwise and all specific conditions even though such conditions may be known to Farmlands;
 - b. shall not be responsible for any loss or liability caused by failure or refusal to supply Goods or defective supply of Goods, or any occurrences beyond Farmlands' control where a Farmlands Card is unable to be used; and

- c. excludes all liability to the Shareholder, Secondary Accountholder, Card Signatory and any third party, whether in tort, contract, equity or otherwise, for any loss or liability whatsoever, (including recommendations, seed pre-mixed with fertiliser; seed description, growth, parity, productiveness, resultant crop; agrichemical and chemical application), whether direct, indirect, special or consequential except where it results from Farmlands' proven negligence.
24. If Farmlands is ever liable to the Shareholder, Secondary Accountholder, Card Signatory or any third party (whether in negligence or otherwise) and, for any reason whatsoever, cannot rely on the exclusion of liability set out in clause 23.c, the maximum amount Farmlands will have to pay the Shareholder, Secondary Accountholder, Card Signatory and the third party combined in respect of the Goods is limited to \$5,000,000. This limitation applies to the extent permitted by law, whatever the Shareholder, Secondary Accountholder, Card Signatory or third party is claiming for and however liability arises or might arise if not for this clause.
25. If the Shareholder acquires Goods for business purposes the Consumer Guarantees Act 1993 does not apply to the Goods. Farmlands does not contract out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act.
26. Farmlands may, at its complete discretion, replace or give credit for Goods not supplied, incorrectly recorded or established to be defective.
27. Any invoice from Farmlands or that Farmlands receives from a Card Partner shall be conclusive proof that a transaction occurred (unless Farmlands accepts there has been a manifest error or if the Farmlands Card has been lost or stolen and this has been notified to and acknowledged in writing by Farmlands in accordance with clause 29.h before the relevant transaction occurs).
28. If the Shareholder on-sells the Goods it shall be a term of the new sale contract that the Consumer Guarantees Act 1993 does not apply if the Goods are being acquired for business purposes.

Farmlands Cards

29. The Shareholder and each Secondary Accountholder and Card Signatory acknowledges that all Farmlands Cards are owned by Farmlands and remain Farmlands' sole property at all times. Each Card Signatory must:
 - a. immediately sign the Farmlands Card when it is received and not use the Farmlands Card until it is signed;
 - b. not use the Shareholder Account number as a PIN;
 - c. keep PINs secure;
 - d. not allow others to use the Farmlands Card or PINs, or be party to any negotiation for direct "cash" discounts with a Card Partner;
 - e. present the Farmlands Card to Farmlands or the Card Partner when purchasing Goods to be charged to the Account or Farmlands Card;
 - f. ensure that the listed retail price has been charged;
 - g. ensure credit that is due from a Card Partner is passed in favour of Farmlands for the Shareholder;
 - h. notify Farmlands immediately if the Farmlands Card is lost or stolen or a PIN disclosed. Farmlands shall not be liable for any unauthorised use of the Farmlands Card (except where it results from Farmlands' fraud or negligence) until Farmlands has given written acknowledgement of this notification; and
 - i. return or destroy the Farmlands Card when notified to do so by Farmlands, or if the Account is closed. Such notice may be given orally and is deemed to be given when a notice is posted to the Card Signatory's Address for Service and would have been received in the ordinary course by post or when emailed to the Card Signatory's Address for Service. The Shareholder, Secondary Accountholder and Card Signatory acknowledge that any use of the Farmlands Card after notice to return or destroy it has been given is fraudulent.
30. The Shareholder shall be liable for all Goods purchased with a Farmlands Card and all Account transactions, including those made by any Secondary Accountholder or Card Signatory (whether authorised or not).
31. Where the contract between the Shareholder and Farmlands is not a consumer credit contract under the CCCFA:
 - a. Each Secondary Accountholder shall be jointly and severally liable with the Shareholder (and any relevant Card Signatory) to pay for:
 - i. all Goods purchased with the Secondary Accountholder's Farmlands Card; and
 - ii. all other Account transactions by the Secondary Accountholder or any Card Signatory authorised by the Secondary Accountholder to use the secondary Account; and
 - b. Each Card Signatory shall be jointly and severally liable with the Shareholder (and any relevant Secondary Accountholder) to pay for all Goods purchased with the Card Signatory's Farmlands Card and for all other Account transactions by the Card Signatory.

Card Partners and Card Partner Cards

32. The Shareholder is responsible for:
 - a. ensuring that the Authorised Person complies with the terms and conditions of the Card Partner Card and with these Terms; and
 - b. any use of the Card Partner Card (whether authorised or not).
33. Farmlands does not guarantee a continuing relationship with any Card Partner or supplier of Goods.

Claims and Disputes

34. Farmlands has a complaints policy for dealing with any claims or disputes relating to an invoice, Statement or Goods or any matter relating to these Terms. A copy of the policy is available on request.
35. Farmlands shall not be responsible for:

- a. any dispute between a Shareholder and a:
 - i. Card Signatory;
 - ii. Secondary Accountholder;
 - iii. Authorised Person; and
 - iv. Card Partner;
 - b. any dispute between a Card Partner and any Card Signatory, Secondary Accountholder or Authorised Person;
 - c. the actions of any Card Partner;
 - d. any credit due by a Card Partner to a Shareholder, Secondary Accountholder, Authorised Person or Card Signatory until notification of such credit is received from the Card Partner; or any losses caused where a Card Partner Card is unable to be used.
36. The Shareholder, Secondary Accountholder, Card Signatory and Authorised Person each agree not to join Farmlands as a party to any claim involving a Card Partner and expressly agree that any breach of this term is a Default Event.

Default Events

37. If a Default Event occurs, Farmlands may at its sole discretion (without prejudice to its other rights and remedies):
- a. suspend or terminate any Account;
 - b. require immediate payment of the Amount Due and all other money owing to Farmlands notwithstanding that those amounts are not yet due;
 - c. charge interest at the rate of 24% per annum (or such other rate as Farmlands notifies from time to time) in respect of any amount in default (including any amount in excess of the Credit Limit) while the default continues. Such interest shall accrue on a daily basis from the Due Date (or date that the Credit Limit is exceeded) until payment of the amount in default in full;
 - d. reverse any discounts or credit rebates recorded on the Account invoices and statements;
 - e. debit any other account the Shareholder may have to pay the Amount Due;
 - f. terminate the shareholding of the Shareholder and credit the Shareholder's shares to pay the Amount Due;
 - g. make demand on the Shareholder, Secondary Accountholder and/or Card Signatory; and
 - h. require the Shareholder, Secondary Accountholder and Card Signatory to pay for all:
 - i. Farmlands Card and Account transaction fees set by Farmlands from time to time;
 - ii. administration collection costs;
 - iii. legal costs of Farmlands as between solicitor and client; and
 - iv. collection commissions,incurred as a consequence of a Default Event or incurred by Farmlands taking possession of any Goods supplied, recovering monies howsoever owing by the Shareholder or exercising, enforcing or attempting to enforce any of its rights or protecting any of its interests, under or in connection with these Terms.

Data Use

38. The Shareholder, Secondary Accountholder, Card Signatory and Guarantor agree that any personal information provided to, obtained by or retained by Farmlands about them (including personal information about their directors or trustees) may be held and used in accordance with Farmlands' Data Privacy Commitment published on Farmlands' website www.farmlands.co.nz and for any of the following purposes:
- a. determining eligibility for credit and administering accounts;
 - b. assistance with the credit application process;
 - c. the supply and hire of Goods;
 - d. handling claims, disputes and customer relations issues;
 - e. enforcing debt and legal obligations under these Terms;
 - f. compliance with any requirements under the CCCFA, including any due diligence, collection and verification of information about income and expenses and responsible lending obligations;
 - g. undertaking initial and ongoing customer due diligence (including verification of identity) in accordance with the AML/CFT Act; and
 - h. the marketing of goods and services including emails and market research by Farmlands, a Card Partner or any other Farmlands supplier.
39. Each Shareholder, Secondary Accountholder, Card Signatory and Guarantor authorises Farmlands to:
- a. use any personal information for the purposes in clause 37;
 - b. provide any personal information (along with details of any dealings between the Shareholder, Secondary Accountholder, Card Signatory, Guarantor and Farmlands) to Farmlands' Related Entities, Card Partners, contractors, agents and any third party; and
 - c. obtain any information about the Shareholder, Secondary Accountholder, Card Signatory or Guarantor (including personal information about their directors or trustees) from any other source for Farmlands' business with the Shareholder, Secondary Accountholder, Card Signatory and Guarantor.
40. Each Shareholder, Secondary Accountholder, Card Signatory and Guarantor understands that Farmlands will ask them for personal information about themselves so as to use credit reporting services (such as Veda's credit reporting services) to credit check them. They each understand that:
- a. the credit reporter (eg Veda) will give Farmlands information about them for that purpose;
 - b. Farmlands will give their personal information to the credit reporter and the credit reporter will hold that information on their systems and use it to provide their reporting service;
 - c. when the credit reporter's other customers use its credit reporting service, that credit reporter may give the information to those customers;
 - d. Farmlands may use the credit reporter's credit reporting services in the future for purposes related to the provision of credit to each of them. This may include using the credit reporter's monitoring services to receive updates if any of the information held about them changes;
 - e. if they default in their payment obligations to Farmlands, information about that default may be given to credit reporters (eg Veda) and credit reporters may give information about that default to their other customers.
41. Each Shareholder, Secondary Accountholder, Card Signatory and Guarantor understands that Farmlands will ask them for personal information about themselves so as to use electronic and other services provided by third parties (such as automated bank statement retrieval services provided by iilion) to assist with its credit application process, verify information about income and expenses and comply with its obligations as a creditor under the CCCFA. They each agree and understand that the third party will give Farmlands information about them for that purpose and that Farmlands may give their personal information to the third party and the third party may hold some or all of that information on their systems and use it to provide their services to Farmlands and other customers of the third party. They each consent to their personal information being used by Farmlands and any third party for the above purposes.
42. Each Shareholder, Secondary Accountholder, Card Signatory and Guarantor understands that Farmlands will ask them for personal information about themselves so as to use electronic customer due diligence services to verify their identity and conduct any other customer due diligence required under the AML/CFT Act using an electronic source operated by an independent third party. They each understand that:
- a. the third party will give Farmlands information about them for that purpose;
 - b. Farmlands will give their personal information to the third party and the third party may hold that information on their systems and use it to provide their electronic customer due diligence services to other persons;
 - c. Farmlands may use the third party's electronic customer due diligence services in the future. This may include using the third party's monitoring services to receive updates if any of the information held about them changes; and
 - d. Farmlands due diligence obligations under the AML/CFT Act extend to the beneficial owners of each Shareholder, Secondary Accountholder, Card Signatory and Guarantor and to any person acting on behalf of a Shareholder, Secondary Accountholder, Card Signatory or Guarantor. The Shareholder, Secondary Accountholder, Card Signatory or Guarantor represent that they have obtained the consent of all such people for Farmlands to carry out due diligence on them also, as contemplated by these Terms and Conditions.
43. The Shareholder, Secondary Accountholder, Card Signatory and Guarantor must promptly notify Farmlands of any change in circumstances that may affect the accuracy of the information provided by them to Farmlands. Under the Privacy Act 2020 the Shareholder, Secondary Accountholder, Card Signatory and Guarantor have the right to inspect personal data and request to have it corrected, if necessary. If the Shareholder, Secondary Accountholder, Card Signatory or Guarantor would like to know what personal data Farmlands holds about them they should contact their local Farmlands branch or email privacy@farmlands.co.nz. Farmlands' full Data Privacy Commitment is available at www.farmlands.co.nz.

Assignment/Cancellation

44. No Shareholder, Card Signatory or Guarantor may assign any of its rights or obligations under these Terms without Farmlands' prior written consent.
45. Any:
- a. change in the ownership or effective control of a Shareholder, Card Signatory or Guarantor;
 - b. sale or transfer of a Shareholder's, Card Signatory's or Guarantor's business; or
 - c. material change in the nature of a Shareholder's, Card Signatory's or Guarantor's business
- shall be deemed to be an assignment requiring Farmlands' consent under clause 43.
46. Subject to any legal requirements, Farmlands shall be entitled to:
- a. assign to any other person all or part of the Amount Due and the assignee shall have the same rights in relation to the Amount Due as Farmlands had before the assignment; and
 - b. cancel all or any part of the Shareholders' Account or these Terms at any time with or without prior notice. Any such cancellation shall be without prejudice to Farmlands' rights and remedies including, but not limited to, those which may arise from any breach or non-compliance by the Shareholder.
47. The Card Signatory may cancel its Farmlands Card at any time by:
- a. advising Farmlands that it wishes to cancel its Farmlands Card;
 - b. paying the Amount Due and any other money owing to Farmlands; and
 - c. surrendering all Farmlands Cards to Farmlands.
- Such cancellation will be effective only on Farmlands' written acknowledgement of the cancellation.
48. The Shareholder may close its Account at any time by giving notice in writing to Farmlands that its Account is to be closed and repaying the Amount Due.
- The Shareholder or the relevant Secondary Accountholder may close a secondary Account at any time by giving notice in writing to Farmlands that the secondary Account is to be closed and repaying the Amount Due in respect of that secondary Account.
- The Shareholder or the relevant Card Signatory may cancel a Farmlands Card at any time by giving notice in writing to Farmlands.
49. The Shareholder and any relevant Secondary Accountholder and Card

Signatory will remain liable for the Amount Due, all Farmlands Card and Card Partner Card use, and all invoices debited to the Account where Farmlands has not acknowledged in writing receipt of the Shareholders' or Secondary Accountholder's instructions to close the Account.

Other Terms

50. The Shareholder, Secondary Accountholder and Card Signatory agrees to be bound by any additional terms recorded on Farmlands' invoices or despatch notes in relation to Goods.
51. If there is any inconsistency between these Terms and any order submitted by the Shareholder, or any other arrangement between the parties, these Terms shall prevail unless otherwise agreed in writing by the parties.

Waiver

52. If at any time Farmlands does not enforce any right or obligation under these Terms, or grants the Shareholder, Secondary Accountholder or Card Signatory time or other indulgence, Farmlands shall not be construed as having waived the right or obligation or its right to later enforce the right or obligation under these Terms.

Terms Separately Binding

53. 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 shall continue to be valid and enforceable.

Changing these Terms

54. Farmlands may add, change or remove clauses in these Terms at any time without obtaining the consent of the Shareholder, Secondary Accountholder or Card Signatory.
55. Farmlands may advise when changes to these Terms are to take effect by notice to the Shareholder's Address for Service.
56. As a result of changes to these Terms the Card Signatory, Secondary Account holder, Shareholder or Guarantor may cancel its Farmlands Card following the procedure set out in clause 47.
57. By signing the Application or guarantee, using the Account, Farmlands Card, or being a member of Farmlands, the Shareholder, Secondary Accountholder, Guarantor and Card Signatory each acknowledge that these Terms and Farmlands' current Rules apply to the Account.
58. A copy of the current Terms can be obtained from Farmlands at its Address for Service or viewed online or downloaded from www.farmlands.co.nz.

Sending Bills and Notices and Serving Documents

59. The Shareholder, Secondary Accountholder, Card Signatory and Guarantor agree that any:
- invoice, statement, notice or newsletter is deemed to be received 4 days after it has been sent by Farmlands;
 - document is deemed to be served and received on the date of delivery; and
 - email is deemed to be received 1 day after it has been sent.
60. Any Shareholder, Secondary Accountholder, Card Signatory or Guarantor must give Farmlands not less than 21 days prior written notice at Farmlands' Address for Service (addressed to the Credit Manager) of any proposed change in its name; or
- of any proposed change in its name; or
 - if its Address for Service, contact phone number or email address will be changed.

Returns

61. Where Farmlands at its discretion allows the Shareholder to return Goods (not defective or non-complying), Farmlands reserves the right to charge a return fee in addition to any delivery costs.
62. The Shareholder, Secondary Accountholder and Card Signatory each acknowledge the following Goods cannot be returned in any circumstance:
- seed; and
 - part containers of product;

or any similar products and such other Goods as may be notified from time to time and recorded in any Farmlands Returns policy.

Legal Forum

63. These Terms are subject to, governed by and interpreted in accordance with New Zealand law, and the parties shall submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute in relation to these Terms.

Hire of Goods

64. The Card Signatory, Secondary Accountholder and Shareholder acknowledge that any Goods hired were in good order and condition at the commencement of the hire.
65. The hire period is the period of hire agreed between the parties and recorded on the invoice. The Shareholder shall take proper care of the Goods, use the Goods in the manner in which they were designed to be used and return the Goods in good order and condition.
66. Goods must be returned by the time and date indicated by Farmlands.
67. A quoted hire fee does not include delivery and removal charges unless Farmlands agrees otherwise.
68. The Shareholder shall pay as invoiced for:
- the cost of hiring Goods for the hire period;
 - any loss or damage to the Goods (however arising);
 - any delivery or removal costs;
 - any excess use charges for excess use of Goods;

- any cleaning costs incurred by Farmlands to return the Goods to their original condition; and
 - default charges for late return of Goods or late payment. Farmlands is entitled to charge extra on a day by day basis for any Goods not returned on time. Goods that are not returned by the time specified shall be deemed to have been returned the following day.
69. The Shareholder authorises Farmlands to bring any vehicle on to the place where the Goods are to be used to deliver the Goods or to remove the Goods for whatever reason.
70. The Shareholder indemnifies Farmlands against:
- any cost, claim, loss, liability, damage, expense incurred or action commenced against Farmlands directly or indirectly arising from Farmlands delivering or removing the Goods under clause 69 or
 - any claim made by any person arising directly or indirectly out of the Shareholders', Secondary Accountholder's or Card Signatory's use or possession of the Goods.

Overall Discretion

71. Farmlands may at any time in its discretion and without giving notice:
- refuse further credit to the Shareholder; or
 - close any Account.