

APPLICATION FOR AN ACCOUNT (NEW ZEALAND)



Macpac New Zealand Ltd

NZBN: 942 903 120 3746

EMAIL: TRADE_ACCOUNTS@SUPERRETAILGROUP.COM

Support Office:
6 Coulthards Avenue
STRATHPINE QLD 4500
AUSTRALIA

Postal:
PO BOX 344
STRATHPINE QLD 4500

Please print and complete fully. Uncompleted items may delay the processing of this application. Once fully complete please return all 7 pages either by EMAIL: Trade_Accounts@Superretailgroup.com or POST to: Macpac New Zealand Ltd PO Box 344, STRATHPINE, QLD, 4500

Please note that all references to Macpac in this document mean Macpac New Zealand Ltd

A. CUSTOMER ACCOUNT DETAILS

TRADING NAME:

REGISTERED NAME:
(If different from above)

NZBN:

BUSINESS ADDRESS:
(Full Street Address)

POSTCODE:

POSTAL ADDRESS:
(If different from above)

POSTCODE:

BUSINESS PHONE: MOBILE PHONE:

HOW LONG HAVE YOU BEEN IN BUSINESS? LENGTH OF CURRENT MANAGEMENT:

NATURE OF BUSINESS (Please Circle): **PARTNERSHIP** **SOLE TRADER** **REGISTERED COMPANY** **CLUB**
SCHOOL **GOVERNMENT BODY/AGENCY** **TRUST**

B. CUSTOMER CONTACT DETAILS

ACCOUNT CONTACT: EMAIL: (FOR INVOICES & STATEMENTS:
MAIN CONTACT: EMAIL: PHONE:

C. CREDIT REFERENCES

NAME	EMAIL	CREDIT LIMIT
1	\$
2	\$
3	\$

AMOUNT OF CREDIT YOU WISH TO APPLY FOR WITH MACPAC \$

D. PARTICULARS OF PROPRIETOR/S, PARTNER/S OR DIRECTOR/S

1. Full name	2. Full Name
..... Position Position
..... Residential Address Residential Address
..... / / DOB / / DOB

E. AGREEMENT

In consideration of Macpac New Zealand Ltd providing Goods on credit:

1. The Customer applies to trade with Macpac New Zealand Ltd in accordance with the Terms and Conditions of Sale overleaf and shall observe and perform the Terms and Conditions of this Application once accepted.
2. The Customer acknowledges and agrees that Macpac New Zealand Ltd may seek to obtain information about it (or any of its directors, proprietors, partners and/or trustees) from any credit provider, referee, credit reporting body or other agency for the purpose of assessing this Application and the Customer's commercial credit worthiness.
3. The Customer acknowledge and agrees that Macpac New Zealand Ltd may use or disclose its credit information (or information about any of its directors, proprietors, partners and/or trustees) to a credit reporting body for the purposes of assessing this Application and the Customer's commercial credit worthiness, to other third parties for collecting overdue payments relating to commercial debts owed by the Customer (or acquiring the services of third parties to make such collections on Macpac New Zealand Ltd's behalf, for the purposes of making a default listing with a credit reporting body against the Customer if it defaults on the commercial debts owed by it, or for other purposes as required by law.
4. I/We consent to the use and disclosure of my/our personal information for future marketing purposes, including contacting me/us by electronic messaging (for example, email or SMS).
5. The Customer hereby acknowledges, affirms and agrees that it has read and understood the preceding terms of this Application and the Terms and Conditions of Sale overleaf and certify the information supplied herein as the basis for you to grant credit is true and correct.
6. The Customer declares that the credit to be provided to it by Macpac New Zealand Ltd is to be used wholly or predominantly for business or investment purposes (or for both purposes).
7. I/We are duly authorised to execute this application on behalf of the Customer.

Where I/we are also the guarantor under this application, in further consideration of Macpac New Zealand Ltd providing Goods on credit:

8. I/We acknowledge and agree that Macpac New Zealand Ltd may seek to obtain information about me/us from any credit provider, referee, credit reporting agency body or other agency for the purpose of assessing this application and my/our commercial credit worthiness.
9. I/We acknowledge and agree that Macpac New Zealand Ltd may use or disclose this information to a credit reporting body for the purposes of assessing this Application and my/our credit worthiness, and to other third parties for the purposes of collecting overdue payments relating to commercial debts owed by the Customer (or acquiring the services of third parties to make such collections on Macpac New Zealand Ltd's behalf, for the purposes of making a default listing with a credit reporting body against me/us if the Customer defaults on the commercial debts owed by it, or for other purposes set out in the Credit Information Management available upon request or as required or permitted by law.

DATED THIS DAY OF in the Year

SIGNED FOR AND ON BEHALF OF THE APPLICANT BY DIRECTOR(S) OR AUTHORISED REPRESENTATIVE (Who states he/ she has Authority to sign this application) Proprietor, Partnership or Authorised Representative of:

.....
Name & Position - Proprietor/s, Partner/s or Director/s

.....
Signature

.....
Name & Position - Proprietor/s, Partner/s or Director/s

.....
Signature

GUARANTEE AND INDEMNITY

TO: Macpac New Zealand Ltd **NZBN** 942 903 356 9031 ("Macpac New Zealand Ltd")

In consideration of the supply of goods or services by Macpac New Zealand Ltd to: (Legal entity customer name)

..... ("Customer")

Please Print Full Name..... ("Guarantor") Please Print Full Name..... ("Guarantor")

At my/our request and for valuable consideration (which is acknowledged), covenants with Macpac New Zealand Ltd as follows:

1. If there is more than one Guarantor, "Guarantor" means all of them collectively and each of them individually and this guarantee and indemnity shall be enforceable against the Guarantor jointly and severally. A "Co-surety" includes any other person who otherwise guarantees payment of the moneys owing to Macpac New Zealand Ltd.
2. The Guarantor guarantees:
 - a) the due and punctual payment to Macpac New Zealand Ltd by the Customer of:
 - (i) all moneys which the Customer may now or in the future be liable to pay to Macpac New Zealand Ltd for the supply of goods or services;
 - (ii) any interest payable on overdue accounts; and
 - (iii) any costs, incurred by Macpac New Zealand Ltd, in relation to any attempt to recover moneys owed to Macpac New Zealand Ltd by the Customer.
 - b) the due performance of the Customer's obligations under the terms and conditions of supply of goods or services by Macpac New Zealand Ltd to the Customer on credit.
3. This guarantee and indemnity constitutes a continuing and irrevocable obligation until the Guarantor is expressly released by Macpac New Zealand Ltd and it is not discharged until final payment or settlement of accounts.
4. This guarantee and indemnity constitutes an unconditional obligation that is not affected by anything which, under the law relating to sureties, might otherwise affect the Guarantor, including:
 - a) any change in the legal capacity, rights or obligations of the Guarantor, the Customer or a Co-surety; or
 - b) the fact that, in relation to any of the moneys or any security, guarantee or indemnity for them, Macpac New Zealand Ltd:
 - (i) obtains a judgement against the Customer, a Co-surety or any other person; or
 - (ii) gives up, releases, varies or exchanges or fails to obtain, perfect, register or realise, or deal in any other way with any security, guarantee or indemnity; or
 - (iii) grants time or any other concession to, or compounds or compromises with, or does or omits to do anything which affects the obligations of the Customer, a Co-surety or any other person to Macpac New Zealand Ltd or to the Guarantor; or
 - (iv) receives any dividends out of the estate or assets of the Customer, a Co-surety or of any person; or
 - c) any security, guarantee or indemnity held or taken by Macpac New Zealand Ltd being void, defective or informal or ranks after any other security or obligation for any reason; or
 - d) the death, mental or physical disability or insolvency of the Customer, a Co-surety or any other person; or
 - e) a variation or extension to, or a stopping, replacement or refusal of any credit or other arrangement (including an increase in any credit or a variation in the terms of supply of Goods) given to the Customer whether with or without the Guarantor's consent or knowledge; or
 - f) any moneys being irrecoverable from the Customer, a Co-surety or any other person for any reason; or
 - g) the cessation of business by any firm or partnership which the Customer or the Guarantor comprises or any change in its membership; or
 - h) where there is more than one Guarantor and only one or more Guarantor, but not all of the Guarantors, has executed this Guarantee and Indemnity.
5. This guarantee and indemnity constitutes principal obligations of the Guarantor and Macpac New Zealand Ltd is not required to make demand first or take action first against the Customer or to marshal its security.
6. If the Customer is wound up, enters liquidation, receivership or administration, made bankrupt or makes a deed of arrangement, composition or compromise in satisfaction of its debts or (being a natural person) dies, the Guarantor must not prove or claim in the assets of the Customer in competition with Macpac New Zealand Ltd. If the Guarantor has a prior claim on the assets of the Customer then the Guarantor will, if directed Macpac New Zealand Ltd lodge a proof of debt and must hold any distribution or payment received on trust for Macpac New Zealand Ltd.
7. The Guarantor charges and agrees to mortgage, as beneficial owner and as trustee of every trust (meaning each trust for which the Guarantor holds land or other property as trustee), all the Guarantor's land (including land acquired in the future) in favour of Macpac New Zealand Ltd to secure the payment of the moneys and the performance and observance of the Guarantor's covenants in this guarantee and indemnity. The Guarantor acknowledges that this agreement to mortgage creates a caveatable interest in any such land.
8. Macpac New Zealand Ltd will collect, use and disclose your personal information in accordance with Macpac New Zealand Ltd's Privacy Policy, which is available at <https://www.marpac.co.nz> and your credit information in accordance with Macpac New Zealand Ltd's Credit Information Management Policy which is available upon request. These policies include information regarding how you can access, request, or amend any personal and/or credit information (as applicable) that Macpac New Zealand Ltd holds about you.
9. This guarantee and indemnity is binding on the Guarantor and the Guarantor's executors, administrators and successors.
10. The Guarantor fully understands the risks associated with this guarantee and indemnity and freely elects to its execution.
11. This guarantee and indemnity is governed by the laws of New Zealand. The parties submits to the non-exclusive jurisdiction of the courts of New Zealand.

EXECUTED as a deed this **day of** **in the year**

.....
Guarantor Signature

.....
Guarantor Signature

.....
Name

.....
Name

.....
Residential Address

.....
Residential Address

.....
Independent Witness Name, Residential Address and Occupation (witness not being party to this agreement)

TERMS AND CONDITIONS OF SALE

1. General

- 1.1. Until written notification is received by the Customer from Macpac New Zealand Ltd ("Macpac New Zealand Ltd") that this Application is approved, the Customer is not entitled to any credit for the supply of Goods.
- 1.2. The Customer will be notified in writing of the credit limit if this Application is approved.
- 1.3. These terms and conditions are deemed incorporated into the conditions under which an Application is approved.
- 1.4. Any terms and conditions of the Customer's order that deviate from or are inconsistent with these terms and conditions (regardless of any assertion by the Customer that their terms and conditions shall prevail) are expressly rejected by Macpac New Zealand Ltd unless otherwise agreed to in writing.
- 1.5. Macpac New Zealand Ltd reserves the right to accept or refuse any order for Goods at its discretion and the acceptance of an order may be conditional upon the receipt of a satisfactory credit assessment of the Customer.
- 1.6. The Customer will be notified in writing if Macpac New Zealand Ltd makes any variations to these terms and conditions. If any Goods are purchased after the date of a notice of variation, such purchase will be deemed to be the Customer's acceptance of such varied terms and conditions.
- 1.7. Until an order for the purchase of Goods has been accepted by Macpac New Zealand Ltd either in writing or by conduct, no contract for the supply of Goods shall exist between Macpac New Zealand Ltd and the Customer.
- 1.8. The Customer's personal representatives, successors and permitted assigns shall be bound by the terms and conditions and all obligations contained herein, to the benefit of Macpac New Zealand Ltd and its successors and assigns.

2. Prices and Quotations

- 2.1. Upon written notice to the Customer, Macpac New Zealand Ltd may alter its prices for Goods and services provided.
- 2.2. The Customer agrees to pay any GST and any other government duties, levies, or taxes payable in respect of the Goods and services provided by Macpac New Zealand Ltd.

3. Orders, Delivery and Risk

- 3.1. All supplies of goods are subject to availability of stock at the time of delivery.
- 3.2. Macpac New Zealand Ltd reserves the right to deliver and order in instalments and each instalment is considered a separate contract.
- 3.3. Where Goods are delivered, as a Customer you may choose the method of delivery and must agree to pay all delivery costs, unless otherwise stated.
- 3.4. All claims for shortages and damages must be reported within 48 hours of receipt to Macpac New Zealand Ltd.
- 3.5. As a Customer, you are responsible for the insurance and risk of the goods from the time they are received by the carrier or collected from Macpac New Zealand Ltd by yourself or your appointed agent.

4. Payment

- 4.1. Payment for all Goods shall be made on or before the last working day of the month following the month in which the goods are invoiced.
- 4.2. The only accepted means of paying accounts will be by cash, cheques or electronic funds transfer, all without any deduction, unless otherwise agreed to by Macpac New Zealand Ltd.
- 4.3. Macpac New Zealand Ltd is entitled to charge interest at 2% per month (24%p.a.) on overdue payments at the discretion of Macpac New Zealand Ltd.
- 4.4. Balances of accounts not paid as stated at 4.1 and 4.2 above will be deemed overdue.

5. Account Terms

- 5.1. The Customer will be notified in writing if Macpac New Zealand Ltd makes any alteration to the credit limit.
- 5.2. Macpac New Zealand Ltd may withdraw the Customer's credit facilities at any time by providing written notice to the Customer, if the total prices of all the Goods purchased by the Customer, is less than the Minimum Spend in any six-month period.
- 5.3. To the maximum extent permitted by law, the Customer agrees that it will pay to Macpac New Zealand Ltd, upon demand, any reasonable costs incurred by Macpac New Zealand Ltd arising out of any default by the Customer under these terms and conditions or arising out of Macpac New Zealand Ltd enforcing its rights under these terms and conditions including its rights to recover any amount payable by the Customer to Macpac New Zealand Ltd.
- 5.4. Without limiting clause 5.3 and any other provision in these terms and conditions, if the Customer fails to pay any money payable to Macpac New Zealand Ltd when it is due ("the debt"), and Macpac New Zealand Ltd commences any action, either directly, or by its agent (a "debt recovery agent") to recover such payment then Customer agrees to pay to Macpac New Zealand Ltd, over and above the amount of the debt:
 - 5.4.1. The amount of any commission payable to the debt recovery agent, calculated at the agreed amount between Macpac New Zealand Ltd and the debt recovery agent (plus GST);
 - 5.4.2. Other costs reasonably incurred by the debt recovery agent, including costs, providing any service related to the recovery of monies from the Customer; and
 - 5.4.3. Any legal costs incurred by Macpac New Zealand Ltd including but not limited to filing fees associated with any proceedings commenced in any Court or Tribunal, legal professional fees and other reasonable costs incurred in the pursuit of any claim or remedy against the Customer.

6. Goods Returned for Credit

- 6.1. Goods returned for credit must have a Return for Credit (RFC) authorisation number, which can be obtained from Macpac New Zealand Ltd. To ensure full credit, the authorised RFC number, customer details and original invoice number must be clearly printed and firmly attached to each package being returned. Goods must be unused and of saleable condition with their original packaging.
- 6.2. On return of goods under clause 6.1, Macpac New Zealand Ltd will refund the purchase price less the transportation costs unless otherwise agreed or required by law.
- 6.3. Specially manufactured items considered 'Special Orders' will not be refundable under any circumstances.
- 6.4. Any claims for faulty goods will require the Customer to complete a RFC in the first instance. The RFC must show the invoice number and the reason for the claim and any other relevant information to enable Macpac New Zealand Ltd to fully investigate the claim.
- 6.5. Except as permitted by law, faulty goods are not to be returned by the Customer until the claim has been approved by Macpac New Zealand Ltd in writing and the Customer advised of this approval. Where the claim has been approved, Macpac New Zealand Ltd will reimburse the Customer for any reasonable costs incurred in returning the faulty products to Macpac New Zealand Ltd's nominated point of supply.

7. Default

If the Customer:

- 7.1. fails to make due and punctual payment of any moneys owed to Macpac New Zealand Ltd; or
- 7.2. is wound up or goes into bankruptcy; or
- 7.3. is placed in receivership or voluntary administration; or
- 7.4. is otherwise deemed unable to pay its debts as they fall due; or
- 7.5. is otherwise in breach of these terms and conditions;
then following 7 (seven) days prior written notice by Macpac New Zealand Ltd to the Customer:-
- 7.6. all moneys owed to Macpac New Zealand Ltd by the Customer become immediately due and payable; and
- 7.7. Macpac New Zealand Ltd may, without prejudice to any other rights and/or remedies, and to the maximum extent permitted by applicable laws:
 - 7.6.1. withdraw the supply of Goods on credit;
 - 7.6.2. withhold any future supply of Goods;
 - 7.6.3. enter onto the Customer's premises to retake possession of the Goods and sell them.

8. Property

- 8.1. The Goods shall be at the sole risk of the Customer from the time they are received by the carrier or collected from Macpac New Zealand Ltd by the Customer or the Customer's appointed agent.
- 8.2. Until all moneys owed to Macpac New Zealand Ltd have been paid for in full:
 - 8.2.1. Macpac New Zealand Ltd retains ownership of the Goods despite clause 8.1;
 - 8.2.2. the Customer:
 - 8.2.2.1. holds the Goods as Macpac New Zealand Ltd fiduciary agent and bailee and indemnifies Macpac New Zealand Ltd for any damage or alteration to the Goods except to the extent any damage or alteration to the Goods is caused or contributed to by Macpac New Zealand Ltd;
 - 8.2.2.2. must properly store the Goods separately and in a manner which identifies Macpac New Zealand Ltd as the owner;
 - 8.2.2.3. may sell the Goods as bailee for Macpac New Zealand Ltd, but must hold the moneys received on trust for Macpac New Zealand Ltd and account to Macpac New Zealand Ltd for all proceeds of the Goods (including insurance proceeds); and
 - 8.1.2.4. must permit Macpac New Zealand Ltd reasonable access to the Customer's premises to inspect or repossess the Goods. The Customer must make arrangements with the Customer's landlord as appropriate to give Macpac New Zealand Ltd entry to the Customer's premises within a reasonable amount of time from receipt of notice from Macpac New Zealand Ltd.
- 8.3. The Customer agrees that:
 - 8.3.1. These terms and conditions create a purchase money security interest under the PPSA in the Goods in favour of Macpac New Zealand Ltd, and until Macpac New Zealand Ltd registers its interest under the PPSR, the Customer shall not be entitled to take possession of any of the Goods. The Customer will take all steps necessary to ensure that Macpac New Zealand Ltd has a first ranking security interest in the Goods.
 - 8.3.2. The Customer authorises Macpac New Zealand Ltd to register a financing statement on the PPSR in respect of its security interest in the Goods.
- 8.4. To the extent the law permits:
 - 8.4.1. the Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127 and 131 of the PPSA;
 - 8.4.2. the Customer and Macpac New Zealand Ltd agree that nothing in sections 114(1)(a) and 133 of the PPSA shall apply to these terms and conditions; and
 - 8.4.3. if the PPSA is amended after the date of these terms and conditions to permit the Customer and Macpac New Zealand Ltd to agree to not comply with or to exclude other provisions of the PPSA, Macpac New Zealand Ltd may notify the Customer that any of these provisions is excluded, or that Macpac New Zealand Ltd need not comply with any of these provisions as notified to the Customer by Macpac New Zealand Ltd.
- 8.5. To the extent the law permits, the Customer waives:
 - 8.5.1. its rights to receive any notice that is required by:
 - 8.5.1.1. any provision of the PPSA (including any verification statement or financing change statement under section 148 of the PPSA or notice under sections 120 and 129 of the PPSA); or
 - 8.5.1.2. any other law before a secured party or a receiver exercises a right, power or remedy; and
 - 8.5.2. any time period that must otherwise lapse under any law before a secured party exercises a right, power or remedy.
- 8.6. If the law which requires a period of notice or a lapse of time cannot be excluded, but the law provides that the period of notice or lapse of time may be agreed, that period or lapse is one day or the minimum period the law allows to be agreed (whichever is the longer). However, nothing in this clause prohibits Macpac New Zealand Ltd or any receiver from giving a notice under the PPSA or any other law.

9. Return of Goods

- 9.1. Goods being returned for credit must have been purchased from Macpac New Zealand Ltd and be returned in an unused and saleable condition together with original packaging.
- 9.2. To the extent permitted by law, for Goods specially ordered for Customer's requirements, no credit will be issued for Goods returned after 14 days from pick up.

10. Warranties and Economical Loss

- 10.1. Nothing in these conditions is intended to exclude, restrict or modify any statutory obligation of Macpac New Zealand Ltd that cannot lawfully be effected. The parties acknowledge and agree that where both parties are in trade and the Goods are supplied and acquired in trade, the parties agree to contract out of the Consumer Guarantees Act 1993 and sections 9, 12a, 13, and 14(1) of the Fair Trading Act 1986. Without limiting anything else in these terms and conditions, the Customer agrees that any implied terms or warranties under the Contract and Commercial Law Act 2017 do not apply.
- 10.2. Should Macpac New Zealand Ltd be held liable for breach of a condition or warranty implied by New Zealand law, to the maximum extent permitted by law, Macpac New Zealand Ltd's liability can be so limited to one of the following as determined by Macpac New Zealand Ltd:
 - 10.2.1. the replacement of the Goods or the supply of equivalent Goods;
 - 10.2.2. the repair of the Goods;
 - 10.2.3. the payment of reasonable costs of replacing the Goods, acquiring equivalent Goods or the cost of having the Goods repaired.
- 10.3. To the maximum extent permitted by law, Macpac New Zealand Ltd will not be liable to the Customer under contract, tort, breach of statute or otherwise in any circumstance for any indirect, economic, special or consequential loss or damage, or in any event for any loss of revenue, loss of production or loss of profit.

11. Notice

- 11.1. Any notice to be given to Macpac New Zealand Ltd by the Customer under this agreement may be sent to Finance at PO Box 344, STRATHPINE, QLD, 4500 or emailed to trade_accounts@superretailgroup.com.
- 11.2. Any notice to be given to the Customer by Macpac New Zealand Ltd shall be sent to the last known address of the Customer, or by email, whichever is elected by Macpac New Zealand Ltd.
- 11.3. Notices under this clause shall be considered to have been sufficiently delivered 2 days after posting (and receiving a receipt of postage sent) or, in the case of email, once it has been sent, unless a notice of a failure is received.

12. Trust and Trustees

Where the Customer is a trustee, the Customer certifies that it has full power and authority to act on behalf of the trust and to enter into these terms and conditions and this Application. The Customer further agrees that it shall be bound by these terms and conditions and that it enters into this Application both personally and as trustee.

13. Notification of Changes

- 13.1. The Customer must not assign and/or novate this Application and these terms and conditions without the prior written approval of Macpac New Zealand Ltd, which may be granted or declined at Macpac New Zealand Ltd's sole discretion.
- 13.2. The Customer agrees to notify Macpac New Zealand Ltd at least 7 days prior to any changes to:
 - 13.2.2. the address of the business or the address where the Goods will be situated;
 - 13.2.3. the Customer's legal or trading name; or
 - 13.2.4. the persons (Proprietors, Partners or Directors/Trustees) conducting the business.
- 13.3. Macpac New Zealand Ltd reserves the right to request that a new Application for a Macpac New Zealand Ltd Account be completed on notification of such a change by the Customer in accordance with clause 13.2.

14. Severance

In the event that any part of these terms and conditions is or becomes void or unenforceable, that part is severed so that the validity and enforceability of the remainder of these terms and conditions shall not be affected.

15. Waiver

A failure to exercise any right or power by a party does not operate as a waiver and, a partial exercise of a right or power by a party does not preclude any further exercise of the right or power.

16. Law

These terms and conditions are governed by and construed in accordance with the laws of New Zealand. The parties agree to submit to the non-exclusive jurisdiction of the courts of New Zealand.

17. Privacy

- 17.1. Each party must, in handling any personal information under this agreement, comply with the Privacy Laws.
- 17.2. Macpac New Zealand Ltd will collect, use and disclose your personal information in accordance with Macpac New Zealand Ltd's Privacy Policy, which is available upon request and your credit information in accordance with Macpac New Zealand Ltd's Credit Information Management Policy which is available upon request. These policies include information regarding how you can access, request, or amend any personal and/or credit information (as applicable) that Macpac New Zealand Ltd holds about you.

18. Communications and Direct Marketing

- 18.1. Unless the Customer has opted out of receiving direct marketing communications from Macpac New Zealand Ltd Macpac New Zealand Ltd may communicate with the Customer via various channels and media (including by email, SMS, phone and by advertising on certain websites and social media). Macpac New Zealand Ltd will include a functional unsubscribe facility in each direct marketing communication that it sends to the Customer that identifies Macpac New Zealand Ltd as the sender, contains Macpac New Zealand Ltd's contact details and makes it easy for a Customer to unsubscribe from Macpac New Zealand Ltd marketing lists.

- 18.2. For example, for any Customer who has provided consent to marketing, that Customer can opt out of receiving future marketing communications from Macpac New Zealand Ltd specifically by:

- 18.2.1. for marketing emails- clicking the unsubscribe link in the footer of those emails;
- 18.2.2. for survey and feedback emails- clicking the unsubscribe link in the footer of those emails; and
- 18.2.3. for SMS- replying STOP to any SMS communications Macpac New Zealand Ltd may send a Customer.

The Customer agrees that if the Customer unsubscribes from one type of communication (i.e. marketing emails, survey and feedback emails and/or SMS) but not another, the Customer may continue to receive communications from any medium not unsubscribed. For example, if a Customer unsubscribes from receiving survey and feedback emails, they may continue to receive SMS communications, unless they have separately unsubscribed from those types of communications by replying STOP in the manner prescribed above.

However, a Customer can send a communication directly to Macpac New Zealand Ltd to request that Macpac New Zealand Ltd stops sending any and all direct marketing communications – by any means – to it, and Macpac New Zealand Ltd will comply with this request in accordance with applicable laws. Macpac New Zealand Ltd will never send you a direct marketing communication without your implied or express consent.

Macpac New Zealand Ltd may send certain transactional messages to the Customer relevant to the Customer's Account. These transactional messages include messages relating to the Customer's Account (like messages confirming the Member's account has been issued with a Statement), important information relating to products and services the Customer has purchased (like health and safety recalls) and updates to Macpac New Zealand Ltd's Privacy Policy. These messages do not constitute direct marketing and do not contain marketing terms or seek to promote any goods or services from Macpac New Zealand Ltd. These messages will not contain an unsubscribe link. If the Customer does not want to receive transactional (non-marketing) messages, the Customer may notify Macpac New Zealand Ltd in writing of this position and/or terminate their Account.

19. **Interpretation**

In these terms and conditions, unless contrary to the context:

- 1.1. **"Account"** means each account of the Customer, held with Macpac New Zealand Ltd, for moneys owing in relation to the supply of Goods;
- 1.2. **"Application"** means the Application for a Macpac New Zealand Ltd Account in which these terms and conditions are incorporated;
- 1.3. **"Macpac New Zealand Ltd"** means Macpac New Zealand Ltd NZBN 942 903 356 9031.
- 1.4. **"Customer"** means and includes any natural person, company, partnership or other entity who is the applicant for credit named on page 1 and whose order for the purchase of Goods is accepted by Macpac New Zealand Ltd;
- 1.5. **"Goods"** means and includes goods and services supplied or to be supplied to the Customer by Macpac New Zealand Ltd;
- 1.6. **"GST Act"** means *Goods and Services Tax Act 1985* and any ancillary legislation relating to the imposition of goods and services tax;
- 1.7. **"GST"** means any tax chargeable or payable under the GST Act;
- 1.8. **"Minimum Spend"** means the amount of \$1,000, or such other amount as determined by Macpac New Zealand Ltd at its discretion from time to time, and notified to the Customer;
- 1.9. **"PPSA"** means the *Personal Property Securities Act 1999* and **"PPSR"** means the Personal Property Securities Register under the PPSA;
- 1.10. **"Privacy Law"** means:
 - 1.10.1. the *Privacy Act 2020*, including the New Zealand Information Privacy Principles;
 - 1.10.2. any legislation from time to time in force affecting privacy, personal information or the collection, handling, storage, processing, use or disclosure of personal data; and
 - 1.10.3. any ancillary rules, binding guidelines, orders, directions, directives, codes of conduct or other instruments made or issued by a regulator or Government agency under any of the above; in each case as amended, re-enacted or replaced from time to time.