

CUSTOMER TO COMPLETE (Mandatory - All fields to be filled in)

I, the undersigned, acknowledge that the dispensers listed below are provided to me ("the Customer"), on a Subsidised basis by Pacific Hygiene Ltd ("Pacific Hygiene"), on the condition that only Pacific Hygiene products supplied exclusively by Pacific Hygiene or by an authorised Pacific Hygiene Distributor will be used in these dispensers for a minimum period of 3 years.

Business Name	<input style="width:100%;" type="text"/>		
Phone	<input style="width:20%;" type="text"/>	Email	<input style="width:60%;" type="text"/>
Installation Location	<input style="width:100%;" type="text"/>		
Installation Date	<input style="width:25%;" type="text"/>	Contract Start Date	<input style="width:25%;" type="text"/>
Name	<input style="width:100%;" type="text"/>		
Position in Company	<input style="width:25%;" type="text"/>	Customer Signature	<input style="width:50%;" type="text"/>

DISTRIBUTOR TO COMPLETE (Please ensure that all the above fields are completed and signed for by the customer)

Distributor & Branch Name	<input style="width:40%;" type="text"/>	PO Number	<input style="width:20%;" type="text"/>
Distributor Signature	<input style="width:25%;" type="text"/>	Authorised PH Representative	<input style="width:50%;" type="text"/>

Upon signing this agreement you hereby agree to the Terms and Conditions below.

DISPENSERS SUPPLIED			
CODE	DISPENSER DESCRIPTION	RRP*	QTY
D30W	Interleaved Toilet Tissue White	\$35.00	
D30B	Interleaved Toilet Tissue Black	\$35.00	
D32W	Single Jumbo Roll White	\$31.25	
D32B	Single Jumbo Roll Black	\$31.25	
D33W	Double Jumbo Roll White	\$61.00	
D33B	Double Jumbo Roll Black	\$61.00	
D34W	Mini Jumbo Roll White	\$37.50	
D34B	Mini Jumbo Roll Black	\$37.50	
D35W	Mini Interleaved Toilet Tissue White	\$25.00	
D50	Autosense White	\$99.95	
D52	Centrefeed White	\$49.95	
D53	Interfold Towel White	\$34.40	
D54W	Trim Towel White	\$35.00	
D54B	Trim Towel Black	\$35.00	
D55W	Ultra-30 Towel White	\$31.25	
D55B	Ultra-30 Towel Black	\$31.25	
D56W	Ultra-50 Towel White	\$50.00	
D56B	Ultra-50 Towel Black	\$50.00	
D57	Autocut White	\$79.95	
D59	Mini Centrefeed White	\$35.00	
Oxy-DispW	Oxygen Pro White	\$45.00	

*RRP is GST exclusive

orders.nz@pacifichygiene.com
 PO Box 305-503, Triton Plaza, Auckland 0757

TERMS AND CONDITIONS

1. This agreement commences on the date of signing or the contract start date (if later) and will continue for an initial term of three years from such commencement date (Initial Term).
2. During the Initial Term, the Customer will use the dispensers solely for the purpose of dispensing Pacific Hygiene product supplied exclusively by an authorised Pacific Hygiene distributor. Dispensers and product may be ordered by Customer through its PHL (Pacific Hygiene Limited) distributor using an approved Pacific Hygiene purchase order form only and otherwise in accordance with the distributor's distribution agreement with PHL. A purchase order submitted to PHL is irrevocable.
3. The dispensers will remain at all times the property of Pacific Hygiene. After the expiry of the Initial Term, dispensers may be purchased by the Customer from Pacific Hygiene for a negotiated fee, or a further contract term entered into by agreement.
4. The dispensers and any proceeds of sale of the dispensers are subject to a continuing security interest in favour of Pacific Hygiene for the payment of all amounts owing and the performance of all obligations under this agreement and any other agreement between Pacific Hygiene and the Customer or the Customer's authorised Pacific Hygiene distributor. Pacific Hygiene may register a financing statement on the Personal Properties Security Register to protect its security interest.
5. Pacific Hygiene warrants that the dispensers will be fit for purpose. Any claims for dispensers or products which are defective or faulty should be referred to your PHL distributor and will be repaired or replaced in accordance with the terms of the PHL's distribution agreement with your PHL distributor. The Customer acknowledges and agrees that the dispensers and products are supplied to the Customer and acquired by the Customer in trade and for a business purpose. All warranties, conditions, descriptions or representations about the dispensers that are not expressly included in this agreement are expressly excluded to the maximum extent permitted by law.
6. To the maximum extent permitted by law, the liability of Pacific Hygiene (whether in contract, equity, tort (including negligence) or otherwise) for any defect in or non-compliance of the dispenser (or parts), is limited, at the option of Pacific Hygiene, to either the cost of replacement or repair of such defective or non-complying dispensers and in all other cases to the amount paid by Customer for Pacific Hygiene products and services in the 6 month period prior to the incident giving rise to such liability occurring.
7. The Customer acknowledges and agrees that Pacific Hygiene is authorised to access, collect, retain and use any information about the Customer for the purpose of assessing the Customer's credit worthiness and for the purpose of marketing and arranging the supply of products and services to the Customer. Pursuant to the Privacy Act 1993 individuals have (on request) a right of access to and correction of personal information held by Pacific Hygiene.
8. Pacific Hygiene may terminate this agreement immediately by notice in writing to the Customer if the Customer commits a material breach of this agreement, which in the case of a breach capable of remedy is not remedied within 30 days of the date of delivery to the Customer of a notice of such breach, or if the Customer is insolvent or unable to pay its debts or ceases for any reason to carry on business.
9. Upon the termination or expiry of this agreement:
 - (a) the Customer must submit to Pacific Hygiene a complete list of the dispensers that are held by the Customer at the date of termination or expiry;
 - (b) Pacific Hygiene (and its authorised agents) may enter and bring Pacific Hygiene's (or its authorised agent's) vehicles onto, any place where the dispensers are located to remove the dispensers. PHL will not be liable for costs, damages or expenses or any other losses whatsoever incurred by the Customer or a third party as a result of this action, nor liable in tort or otherwise in any way whatsoever;
 - (c) if termination occurs within the Initial Term, the Customer will pay Pacific Hygiene on demand the RRP value of the dispensers supplied (including any delivery and installation costs and charges) less any amounts paid by the Customer and received by Pacific Hygiene in accordance with this agreement and a dollar amount determined by Pacific Hygiene (in its sole discretion with reference to its subsidised dispenser policy) which reflects the amount of product acquired by Customer up to the date of termination and Pacific Hygiene's return on investment for supplying the dispensers under this agreement (the Early Termination Amount).
10. Default interest at the rate of 15% per annum will be payable by the Customer (calculated on a daily basis) on any amount outstanding under this agreement from the due date for payment until payment is received in full.
11. Upon termination or expiry of the Initial Term and receipt of the Early Termination Amount (if applicable) and any other amounts payable under this agreement (including any payment under clause 3 above), Pacific Hygiene will transfer and assign to the Customer its right, title and interest in the dispensers and release its security interest and financing statement.