



Stockist Application

BETWEEN

Chantal Kruger t/a Final Touches Décor Studio

(From here on referred to as )

Final Touches Décor Studio

AND

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**NB - Please attach the following documents**

Copy of Company Registration Certificate (If Applicable)

Copy of Director/Owners ID's

**CUSTOMER INFORMATION**

REGISTERED NAME OF BUSINESS	
TRADING NAME OF BUSINESS	
COMPANY REGITRATION NUMBER (IF APPLICABLE) NZBN	
NAME OF HOLDING COMPANY (IF APPLICABLE)	
GST NUMBER (IF APPLICABLE)	
NATURE OF BUSINESS	
FACEBOOK PAGE LINK	
WEB SITE	
REGISTERED BUSINESS ADDRESS	
POSTAL ADDRESS	
TELEPHONE NUMBER	
E-MAIL ADDRESS – BUYER	
E-MAIL ADDRESS – ACCOUNTS	

**DIRECTORS/OWNERS/MEMBERS**

FULL NAME	
RESIDENTIAL ADDRESS	
FULL NAME	
RESIDENTIAL ADDRESS	

**TRADE PREFERENCES**

COMPANY	
CONTACT	
TELEPHONE	
PHYSICAL ADDRESS	

COMPANY	
CONTACT	
TELEPHONE	
PHYSICAL ADDRESS	

## TERMS AND CONDITIONS OF STOCKISTS

1. All products distributed and manufactured by *Final Touches Décor Studio Suppliers* is protected under the copyright act and may not be reproduced in any way or form.
2. Reusable silicone moulds from the *mouldit* range may be used to manufacture embellishments for retail purposes.
3. Minimum Start-up order of \$700.00 for Moulds only is applicable. **Excluding consumables.** OR
4. Minimum Start-up order of \$600.00 for Papers only is applicable. **Excluding consumables.** OR
5. Minimum Start-up order of \$500.00 for Stamps only is applicable. **Excluding consumables.** OR
6. Minimum Start-up order of \$1000.00 for combined products is applicable. **Excluding consumables** if more than one range is purchased jointly
7. In order to keep your *Final Touches Décor Studio* stockist privileges, a minimum amount of \$600.00 must be ordered per 2 months, stockists failing to order in a period of 2 months to the minimum value of \$600.00, discount will be reduced to 25% off our recommended retail price.
8. Failing to order for the 3<sup>RD</sup> consecutive month your stockist privileges will be revoked, and your store will be automatically removed from our systems.
9. All orders will be processed online and once Proof of Payment is received it will then only start being manufactured the next business day
10. A manufacturing lead time of 7-10 working days is required, depending on order size and volumes. Orders are placed on a Friday to ensure next week booking.
11. Products are manufactured per order and hand made outside of NZ. If stock is available in NZ or Australia and on hand it will then be ready for courier.
12. *Final Touches Décor Studio* manufacture door knobs, embellishment and décor in NZ and have a manufacturing lead time of 5 working days depending on the volume of the order.
13. During winter and peak seasons, the lead time may increase to 10 to 15 working days due to temperature fluctuations affecting setting times, and increased order volumes.
14. *Final Touches Décor Studio* makes use of The air freight to receive our orders which are manufactured outside NZ, This takes time to receive as we depend on the proficiency of the airlines and NZ/AU customs.
15. *Final touches Décor Studio* will notify you of your stock arrival and will issue you with your actual and/volumetric weight so that you can send your courier of choice or *Final Touches Décor Studio* will quote you accordingly. The quotation will be sent to you for your review and upon courier payment into our account the goods will be couriered out to you countrywide.
16. *Final Touches Décor Studio* products sell best when advertised and workshops are hosted, if you need any assistance with advertising designs or hosting workshops, please talk to Chantal on [hello@finaltouches.nz](mailto:hello@finaltouches.nz)
17. If you desire to tag *Final Touches Décor Studio* in your Facebook advertising posts for more exposure, please feel free to get us to email our logo.
18. The *Final Touches Décor Studio* team post numerous advertising content on the facebook page for you to share with your customers, please use this opportunity to boost traffic to your store.
19. *Final Touches Décor Studio* cannot promote your business without your help, the more you post the more we share.

## TERMS AND CONDITIONS OF SALE

1. The sale and/or supply of goods shall be subject to *Final Touches Décor Studio* standard terms and conditions, and no other terms and conditions, at variance with those contained herein, shall be

- applicable or binding upon *Final Touches Décor Studio*, unless expressly reduced to writing and signed by both *Final Touches Décor Studio* and the Applicant.
2. The Applicant acknowledges notwithstanding the acceptance, by *Final Touches Décor Studio* of this application, the latter shall have the sole and absolute discretion, at any time hereinafter, and without prior notification and/or the issuing of reasons therefore, to withdraw such acceptance.
  3. The Applicant agrees that should it become necessary for *Final Touches Décor Studio* to proceed against him in a court of law at any time, the whole amount outstanding on the account will immediately become due and payable notwithstanding the fact that legal process has been instituted.
  4. The Applicant agrees that should any amount by him become overdue, *Final Touches Décor Studio* reserves the right to immediately demand the total amount outstanding at the time, whether payment is due or not.
  5. If any amount owed by the Customer is not paid (upon order placement) then without prejudice to any other right it may have, *Final Touches Décor Studio* may immediately suspend the order placed and the carrying out of any of its uncompleted obligations until payment is made.
  6. The Applicant agrees that the signature of the Applicant or his representative on the *Final Touches Décor Studio* Delivery or Waybill of any authorised carrier will constitute proof of delivery of the goods.
  7. The Applicant agrees that *Final Touches Décor Studio* shall in no way be liable for any loss of profit or any damage directly or indirectly suffered by the Applicant arising out of the sale of goods and without derogating from generality of the foregoing. *Final Touches Décor Studio* shall not be liable for its own negligence or the negligence of any of its agents or employees relative to any delivery of sale of goods. The Applicant indemnifies *Final Touches Décor Studio* for any damage or loss, which any third person may suffer, arising out of any dealings in or use of the goods.
  8. The Applicant agrees that the terms are the basis of the Conditions of Sale to the Applicant and cannot be varied in any way by the Applicant.
  9. All goods sold remain the sole property of *Final Touches Décor Studio* until paid for in full. Until fully paid for, such goods shall not be alienated, pledged, or hypothecated in any way and shall not form part of the assets of any insolvent estate, but this notwithstanding the reservation of ownership as set out herein before, all risk in and to the goods shall pass to the Applicant upon delivery.
  10. Should the Applicant be in breach of any standard terms *Final Touches Décor Studio* shall have the right to cancel the application and claim any damage suffered and at the same time claim all attorneys and own client cost that *Final Touches Décor Studio* may incur.

#### **Copyright Notice**

The artistic works by *Final Touches Décor Studio* and the manufacturers they distribute for as specifically indicated (©) in the Embellishments, Décor and Moulds, stencil, decoupage papers, stamps scratchies catalogues are recognized as original works by the South African Copyright Act. In terms of the Berne Convention these works are protected both in South Africa and Internationally.

Reproduction, adaption or distribution of 2-D or 3-D copies of these products without written permission of the copyright owner is prohibited.

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I/WE CERTIFY THAT:

The information furnished, in terms of this Application, is true and correct, and above all, will notify *Final Touches Décor Studio* in writing, of any changes of any details, as herein contained, alternatively, those that may be material and/or relevant to the acceptance, by *Final Touches Décor Studio* of this application

The Applicant agrees to bind itself to the Standard Terms and Conditions of Sale, acknowledge that all the Applicant's hereinafter dealings, with *Final Touches Décor Studio* will be upon and subject to the Standard Terms.

The signatory of and to this Application, for and on behalf of the applicant, warrants, without exception, that he has the necessary authority to do so, and to bind the Applicants to the terms and conditions a herein contained.

SIGNED BY THE APPLICANT AT: _____ ON THIS _____ DAY OF _____		
_____	_____	_____
NAME IN BLOCK LETTERS	CAPACITY	AUTHORISE SIGNATURE
SIGNED BY WITNESS		
_____	_____	_____