

# Application and Shareholding Information



# Application for Shareholding and Account with Farmlands Trading Society Limited

For a Company, Trust, Partnership or other Legal entity applying, please enter full legal name here. Please note you are also required to complete a Guarantee and Indemnity form which is in the Shareholding Information.

	4.09
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For Individual, Individual / Joint Shareholding, Trustees or Partners of above entity, please enter given full names and surnames.

<input type="checkbox"/> Mr <input type="checkbox"/> Miss	<input type="checkbox"/> Mrs <input type="checkbox"/> Ms		M	F	4.10		
Date of Birth <input type="text"/> / <input type="text"/> / <input type="text"/>					Drivers Licence No. <input type="text"/>	Version No. <input type="text"/>	Section 5b on Drivers Licence

<input type="checkbox"/> Mr <input type="checkbox"/> Miss	<input type="checkbox"/> Mrs <input type="checkbox"/> Ms		M	F	4.13		
Date of Birth <input type="text"/> / <input type="text"/> / <input type="text"/>					Drivers Licence No. <input type="text"/>	Version No. <input type="text"/>	Section 5b on Drivers Licence

<input type="checkbox"/> Mr <input type="checkbox"/> Miss	<input type="checkbox"/> Mrs <input type="checkbox"/> Ms		M	F	4.14		
Date of Birth <input type="text"/> / <input type="text"/> / <input type="text"/>					Drivers Licence No. <input type="text"/>	Version No. <input type="text"/>	Section 5b on Drivers Licence

Property Location Address: (Include Rapid No. and Road Name)

	Number of Properties	4.05
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Postal Address for Accounts:  
(If a box number please advise a physical address also)

	Postal Code	4.005
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First Names as Known By (eg Bill & Jackie)

	4.20
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Previous Residential Address if changed in the last 3 years:

	4.21
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1. Telephone (Business)  -

2. Telephone (Home)  -

1. Mobile/Cell Ph  -

2. Mobile/Cell Ph  -

Facsimile  -

Have you ever applied for a Farmlands Shareholding before?  Yes  No

Email

**Agribusiness Type** Tick the circles for the appropriate type(s). If more than one, please indicate main business by circling type. eg.  Sheep

- |  |                                    |   |                                    |  |                                      |  |                                       |                                   |
|--|------------------------------------|---|------------------------------------|--|--------------------------------------|--|---------------------------------------|-----------------------------------|
| <input type="checkbox"/> Avocado         | <input type="checkbox"/> Beef      | <input type="checkbox"/> Berry Fruit                                    | <input type="checkbox"/> Cereal    | <input type="checkbox"/> Citrus Fruit                                    | <input type="checkbox"/> Dairy       | <input type="checkbox"/> Dairy Sharemilker | <input type="checkbox"/> Deer         | <input type="checkbox"/> Forestry |
| <input type="checkbox"/> Goats           | <input type="checkbox"/> Grapes    | <input type="checkbox"/> Horses   | <input type="checkbox"/> Hot House | <input type="checkbox"/> Kiwi Fruit                                      | <input type="checkbox"/> Maize       | <input type="checkbox"/> Market Garden     | <input type="checkbox"/> Nursery      | <input type="checkbox"/> Olives   |
| <input type="checkbox"/> Pasture Seed    | <input type="checkbox"/> Pigs      | <input type="checkbox"/> Pip Fruit                                      | <input type="checkbox"/> Poultry   | <input type="checkbox"/> Process Crops                                   | <input type="checkbox"/> Retired     | <input type="checkbox"/> Sheep             | <input type="checkbox"/> Summer Fruit | <input type="checkbox"/> Urban    |
| <input type="checkbox"/> Agri Contractor | <input type="checkbox"/> Tradesman | <input type="checkbox"/> Lifestyle/small block(non commercial property) |                                    | <input type="checkbox"/> Do you consider that your operation is organic? | <input type="checkbox"/> Other _____ |  |                                       |                                   |

AHB Herd No.  Balance

AHB Herd No.  Ravensdown

Dairy Supplier Number  Priority Partnership No.

Do you own the property?  Yes  No If No, are you **MANAGER / SHAREMILKER / LESSEE** (Please circle which one)

Size of property Area in Hectares  •  Are you responsible for farm input purchases  Yes  No If No, who is? Enter their details below.

Name

Address

Telephone  -  Facsimile  -

Mobile  -  Email

Which Farmlands branch will you mostly trade with?

# Application for Shareholding and Account with Farmlands Trading Society Limited

## Hazardous Substances and New Organisms

Name of Certificate holder

Approved Handler Certificate Number:

Expiry date of Certificate:  /  /

## Farmlands Card

In September each year an annual fee of \$15 inclusive of GST is charged for each Farmlands Card (to a maximum charge of \$30 each Account). Farmlands Card is an all purchases card that can be used at over 2500 businesses throughout New Zealand.

## Shareholder Farmlands Card Requirements

Please Note: for Account identification at least one Farmlands Card must be issued to each Shareholder.

For **Shareholders** applying for a Farmlands Card, please print each Card Signatory name below (leaving a space between the names). If you require further cards please use the Farmlands Card order form which is contained in the Shareholding Information.

For **Non Shareholders** applying for a Farmlands Card, please use the Farmlands Card order form which is contained in the Shareholding Information.

Card Signatory Name  PIN Number if required

Card Signatory Name  PIN Number if required

## Shareholder Requirements

Each Shareholder of Farmlands Trading Society Limited is committed to purchase 550 x \$1 shares (\$550) fully paid shares, (the Shares / Shareholding) Attach your cheque/cash to the amount of \$550.

I/We enclose my/our cheque/cash for \$  Payment by Eftpos at any Farmlands Branch is acceptable

## The Shareholder:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>a) confirms that the information provided is true and correct and acknowledges that Farmlands may close the Account, cancel any Farmlands Card, and terminate shareholding in Farmlands, if the information is incorrect.</li> <li>b) confirms that no information has been withheld which Farmlands should be aware of in considering the Application.</li> <li>c) accepts that the Application, the Rules of Farmlands and the Supply Terms is the only basis on which Farmlands agrees to open the Account.</li> <li>d) accepts that ownership of the Goods is subject to the "Risk and Security Interest" section in the Supply Terms.</li> <li>e) accepts that Farmlands may obtain, use and disclose information for credit assessment, debt collection and marketing information in the "Information Use" section in the Supply Terms.</li> </ul> | <ul style="list-style-type: none"> <li>f) acknowledges that the Rules of Farmlands can be obtained by written request to the Address for Service.</li> <li>g) confirms that the Supply Terms and the investment statement for issue of shares has been provided.</li> <li>h) agrees to be bound by the Rules of Farmlands and the Supply Terms and further acknowledges that the use of any Farmlands Card, the supply of or arrangement to supply Goods, is acceptance of the Rules of Farmlands and the Supply Terms.</li> <li>i) acknowledges (where necessary) that the signatory has the authority of the Shareholder to sign the Application.</li> </ul> <p><b>The signatory</b> acknowledges that if the Shareholder denies liability to pay Farmlands and disclaims and proves that the signatory had no authority to open the Account for the Shareholder, the signatory shall be bound by the Supply Terms as if the signatory was the Shareholder, and the signatory shall be liable to pay all money and interest debited to the Account together with any costs incurred as a consequence of payment default.</p> |
|---|--|

**IMPORTANT! To allow us to process your application all applicants must sign below.**

**Print full Shareholder names and Surname**

  
  
  


**Signature**

  
  


Date  /  /



**Head Office use only**

**Member No.** \_\_\_\_\_ **Received \$** \_\_\_\_\_ **Date** / /

**TR** **AM**

Once completed you can drop off this application at your nearest Farmlands Branch or post to:-  
 The Credit Manager, Farmlands Trading Society Limited, Private Bag 9004, Hastings 4156

# Deed of Guarantee and Indemnity in Favour of Farmlands

Definitions of words are set out in the Supply Terms

Shareholder; (Print all names as listed in the red section of the Application) \_\_\_\_\_

Guarantor(s); (Print full name(s)) \_\_\_\_\_

## Guarantee and Indemnity

In consideration of Goods provided by or arranged through Farmlands at the request of the Shareholder, I/We jointly and severally:

1. **Guarantee** the due and punctual payment to Farmlands by the Shareholder by the Due Date, or upon demand, of the Sum Owing and all other monies which are presently owing or which may in the future become owing to Farmlands by the Shareholder, in respect of Goods provided by or arranged through Farmlands for the Shareholder, or which may otherwise become payable by the Shareholder to Farmlands.
2. **Acknowledge**
  - 2.1 Farmlands may at any time in its discretion and without giving notice refuse further credit to the Shareholder.
  - 2.2 agreement to be bound as principal debtor(s) so that the liability of me/each of us under this Guarantee shall not be released by any delay or other indulgence or concession which Farmlands may grant to the Shareholder or any compromise which Farmlands may reach or variation Farmlands may agree with the Shareholder or me/any of us, or by any other act, matter, circumstance of law whereby I/we would but for the provision of this clause have been released from my/our liability under the Guarantee.
  - 2.3 I/we will not in anyway compete with Farmlands for payment in the event of bankruptcy or liquidation of the Shareholder.
  - 2.4 this guarantee is in addition to, and not in substitution for, any other security or rights which Farmlands may presently have or may subsequently acquire and this Guarantee may be enforced against me/each of us without having recourse to any such securities or rights and without making demand or taking proceedings against the Shareholder or the other of us.
  - 2.5 this guarantee shall bind my/our respective personal representatives.
  - 2.6 Farmlands may, in the event of default in payment by the Shareholder and the Guarantor(s) complete and register an all obligations mortgage (Registrar General of Land approval 1998/2072) and/or caveat at my/our cost over any of my/our

property to secure the Sum Owing and all other monies owed by the Shareholder to Farmlands and for that purpose I/ we irrevocably appoint the Credit Manager of Farmlands as my/our attorney for the purpose of completing the mortgage and/or caveat.

- 2.7 there is no right to cancel, discontinue or otherwise affect the liability under this Guarantee and Indemnity except by Guarantor written notice to the Address for Service.
- 2.8 the Guarantee and Indemnity shall remain in full force and effect and shall not be deemed to have been released or discharged or in any way vacated until Farmlands has acknowledged in writing that the Guarantee and Indemnity is released.
3. **Agree**
  - 3.1 independently of the Guarantee to indemnify Farmlands against all damages, claims and losses (including costs) which Farmlands may suffer or incur as a result of any failure by the Shareholder to make due and punctual payment of the monies detailed in clause 1 of this guarantee and indemnity whether or not the liability of the Shareholder is or has become void or unenforceable for any reason and whether or not the foregoing guarantee shall be void or unenforceable against me/us or any of us for any reason.
  - 3.2 this Guarantee and Indemnity shall be an unconditional and continuing Guarantee and Indemnity and shall be irrevocable and shall remain in full force and effect until all the monies owing to Farmlands by the Shareholder and all the obligations under the Account and Supply Terms have been fully paid, satisfied or performed.
  - 3.3 if the Shareholder is or includes -
    - 3.3.1 a trust or person acting as trustee of a trust;
    - 3.3.2 a limited liability company;then "Shareholder" in this Guarantee and Indemnity shall include all present/future trustees of that trust and all present/future shareholders and directors of the limited liability company.

## Guarantor 1

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address for Service: \_\_\_\_\_

Date of Birth   /   /

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Present Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

## Guarantor 2

Signature: \_\_\_\_\_

Full Name: \_\_\_\_\_

Address for Service: \_\_\_\_\_

Date of Birth   /   /

Signature of Witness: \_\_\_\_\_

Name of Witness: \_\_\_\_\_

Present Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

I/We acknowledge that Farmlands has recommended that I/we obtain independent legal advice as to the effect of this Guarantee and Indemnity and the potential liability faced by me/us as guarantor(s) and indemnifier(s). I/We confirm that I/we have obtained, or elected not to obtain, such independent legal advice and have agreed to provide the Guarantee and Indemnity.

Guarantor 1 Signature: \_\_\_\_\_

Dated as a Deed on   /   /

Guarantor 2 Signature: \_\_\_\_\_

Dated as a Deed on   /   /

CONNECTING  
NEW ZEALANDERS

Telecom

bp



CALTEX



genesis  
ENERGY



FMG

RURAL FINANCIAL SERVICES



Mobil

Ballance

## Farmlands Card

### Your Shareholder number and Farmlands Card

The Shareholder number is unique to your shareholding. The Farmlands Card will have the name and number of the Shareholder and the name of the Card Signatory. In September each year an annual fee of \$15 inclusive of GST is charged for each Farmlands Card (to a maximum charge of \$30 each Account).

### Personal Farmlands Card account

An additional benefit as a Shareholder is that you can have a separate account for your personal expenditure and that of a family member. The Shareholder is still liable for charges on this account. The Card Account fee of \$15 per card maximum of \$30 per account applies. If you require a personal Farmlands Card account please advise, and we will forward you an application.

### Farmlands stores

Shareholders of Farmlands can look forward to personal service from staff. Staff advice is always available about the merchandise Farmlands carries. Orders (once verified) may be made by visiting your nearest store, or by telephone, fax, email or written order. Where delivery is required, Farmlands will organise freight at your cost, unless you arrange otherwise.

### Farmlands Card Partners

A Farmlands Card Partner is any business that is authorised to accept Farmlands Card. These businesses supply goods and services which are additional to those available through the Farmlands stores. **The Farmlands Card must be presented when purchasing goods charged to the Farmlands Card.** Negotiations for direct "cash" discounts between a Shareholder/Card Signatory and a Card Partner is a Default Event under the Supply Terms. Ensure that the Shareholder number and name are clearly endorsed on any invoice. The Supply Terms apply to the use of any Farmlands Card.

### Farmlands Card Shopping Guide

The Shopping Guide is updated weekly on the website. Look for the Farmlands Card Logo and you are assured of great shopping opportunities.

## Card Partner Services

### Telecom Direct Charge

#### Landline

Shareholders have the option of direct debiting their monthly Telecom account through Farmlands. Shareholders are eligible for all special Telecom concessions like Special Weekend International Offers and other specials as they become available. Form enclosed.

#### Mobile

Shareholders can also have their Telecom Mobile account charged through their Farmlands account. Farmlands has numerous rate plans available, which incorporate excellent discounts. If you have an existing Telecom mobile call plan and would like to take advantage of the saving that Farmlands call plans offer, you can change over without penalty or additional costs. For details phone 0800 744 968. Form enclosed.

### Service Station Fuel

Farmlands Card is accepted at all BP, Caltex and Challenge service stations and associated truckstops for all purchases nationwide. Farmlands Card holders will pay either the National Price or the advertised pump price or discounted fuel price offered by Farmlands whichever is the lesser. You also enjoy up to 50 days free credit and the convenience of each transaction being detailed on the Shareholder Farmlands Account. No accounting problems, no extra or hidden costs. Caltex Star Cards, BP Fuelcards and Shellcard are also available and can be obtained by contacting the Fuel administration department at Farmlands Head Office.

### Farmpower Deal

Any Farmlands Shareholder can charge their electricity to their Farmlands account through Genesis Energy. To find out more about this offer simply phone 0800 Farmpower (0800 327-676) to speak to the Genesis call centre that handles Farmpower. Have your last power account handy to help the operator help you. A power application form is enclosed.

### Health Insurance

We offer comprehensive Health Insurance Policies to all Farmlands Shareholders at special discounted rates. For further information please contact: Southern Cross 0800 800 181.

### Comprehensive Insurance Packages

We offer Insurance Packages that are developed to protect your farm, home and business liability. For further details please contact: AON Risk Services 0800 100 441, Farmers Mutual Group 0800 366 466.

### Farmlands Farm Fuel Service

Farmlands has a charge facility for bulk farm deliveries of petrol and diesel from the oil company of your choice, plus, you will enjoy a very generous rebate off Farmlands already discounted prices. Remember Farmlands is your own Society, formed by farmers for farmers. As a co-operative, its aim is to return profit to its Shareholders. You are therefore urged to arrange your bulk deliveries to be charged through Farmlands by completing the enclosed form.

### Bulk & Bagged Fertiliser

Fertiliser is a major but very necessary cost to Farmlands Shareholders. Recognising this, Farmlands accepts charges for Shareholder purchases from the fertiliser company of your choice. Farmlands' aim is to rebate a margin to its Shareholders. Order your fertiliser requirements through your nearest Farmlands Branch.

## Trading Information

### Charging of purchases and Account payment

The following should be noted to ensure a smooth and efficient method of payment for both Farmlands and its Shareholders.

A monthly Statement will be sent to each shareholding around the 10th of each month. A reference to the date, Card Partner or Farmlands store and the amount debited will appear on the Statement.

Each line of charges on the Statement shows gross amount, discount (rebate), nett amount, and GST portion.

If the Account closing balance is not received by the 20th of the month following the Statement date, rebates will be reversed and the Default section of the Supply Terms may apply.

It is the Shareholders responsibility to ensure that the contract price has been invoiced. Where the Shareholder considers a credit is due from a Card Partner it is the Shareholder's responsibility to ensure that such credit is passed in favour of Farmlands for the Shareholder.

Farmlands is not responsible for any credit due by a Card Partner to a Shareholder until the credit is received from the Card Partner.

If you are likely to be absent when payment of your Account is due, please make arrangements with Farmlands to deposit the required amount to cover the anticipated Account debit, or alternatively use the Direct Debit facility.

Interest may be charged at the rate of 1.75% per month (or such other rate as shall be notified in Farmlands monthly Shareholder) in respect of any overdue Account.

### Payment Options

Shareholders have a number of payment options available to pay their Account.

### Bank Direct debiting

Bank Direct debiting transfers money directly from your bank account on the 20th of each month. If the 20th of the month falls on a weekend, the transfer will take place on the next working day.

A direct debit form is enclosed.

At any future time, so long as you notify Farmlands before the 18th of the month, you can cancel the direct debit or alter the amount to be debited.

### Cash, Eftpos or Cheque

Payment by cash, Eftpos or cheque is



accepted at any Farmlands store or you can post your cheque to:

Farmlands Head Office, Private Bag 9004, Hastings 4156

Farmlands bank account is  
BNZ Napier 02 0700 0213111 00.



### Bank Cards

Payment of the Account either in part or in full, can be made at any Farmlands store, or through the Farmlands web site [www.farmlands.co.nz](http://www.farmlands.co.nz) using MasterCard or Visa credit card.

Bank Card Direct Debit can be arranged by ringing Customer Services at Farmlands Head Office. Bank Card direct debit transfers money from your Credit Card on the 20th of each month. If the 20th of the month falls on a weekend the transfer will take place on the next working day. At any future time so long as you notify Farmlands before 18th of the month, you can cancel the direct debit or alter the amount to be debited.

**Please note that payment by credit card will not entitle the Shareholder to receive bonus rebates for the month paid or part paid.**

### Telephone and electronic banking

These options are available through your bank. If using this option it is the Shareholder's responsibility to ensure that the Shareholder name is supplied in the "particulars" field and the Shareholder number is supplied in the "reference" field.

### Farmlands

Farmlands is a true Co-operative owned by its Shareholders. Its strength is its buying power and Shareholder purchasing support.

The favourable terms arranged by Farmlands are for the benefit of its Shareholders.

Each Shareholder can support the continuing growth of the Society by:

- being aware of the full range of products and services available from your Farmlands store and Card Partner suppliers.
- purchasing through your Farmlands store and Card Partner suppliers as much as possible.
- reading the Farmlands monthly newsletters. You are informed about monthly store specials, Card Partner and Society information.

The Farmlands Board of Directors are elected Shareholders from different geographical areas. A Shareholder may be eligible to stand for the Board.

### Skeltons

Skeltons is a horticultural crop production specialist working with conventional and organic growers to provide innovative, dependable advice, solutions and services.

A division of Farmlands Trading Society Limited, Skeltons experienced Technical Advisors are constantly on the road, calling on growers to provide advice and support.

Skeltons customers can use their Farmlands card to buy from our comprehensive range of competitively priced fertilisers, sprays, hardware, pruning and harvesting gear, safety equipment, and irrigation materials.

Skeltons motivation is to help our clients grow – better quality crops and a healthier bottom line.





# Telecom Direct Charges

### So here's how it works

- Full account details will continue to be supplied direct from Telecom who will also handle any queries regarding those accounts.
- Telecom will then bill Farmlands who in turn will bill the relevant charges to the Shareholder as part of their usual monthly account.
- And although Telecom's billing cycle differs slightly from that of Farmlands A PART PERIOD ADJUSTMENT on the first account will ensure that all further charges are part of the same cycle.
- Remember you should make payments to Farmlands not Telecom as shown on your Telecom statement.

### Landline

Shareholders have the option of charging their monthly Telecom account through Farmlands. You will still be eligible for all special Telecom concessions like Special Weekend International Offers and other specials as they become available.

Telecom Account Name _____	
Telecom A/c No. _____	Telephone No. _____
Telecom A/c No. _____	Telephone No. _____
Telecom A/c No. _____	Telephone No. _____

### Mobile

You can also have your Telecom Mobile account charged through your Farmlands account. Farmlands has numerous rate plans available, which incorporate excellent discounts. For details of the rates phone 0800 744 968.

If you have an existing Telecom mobile call plan and would like to take advantage of the saving that Farmlands call plans offer, you can change over without penalty or additional cost.

Sign me up now:

Telecom Account Name _____	
Telecom A/c No. _____	Telephone No. _____
Telecom A/c No. _____	Telephone No. _____
Telecom A/c No. _____	Telephone No. _____

To give further enhancement to my future telecommunications I now appoint Farmlands Trading Society Limited as my Telecommunications broker. For any deals that Farmlands may broker on my behalf, I will be advised of and given the opportunity to decline the deal before they are put in place.

Sign me up now:

Shareholder Signature _____	Date _____
	Shareholder Number _____





Account Details							
Farmlands Account Name:							
Shareholder Number:							
Contact 1 Surname:			Contact 2 Surname:				
Contact 1 First Name & Middle Name (in full):			Contact 2 First Name & Middle Name (in full):				
Title (Mr, Mrs, Ms, Miss, Dr etc)		Date of Birth	Title (Mr, Mrs, Ms, Miss, Dr etc)		Date of Birth		

Property Details			
Number & Street:		Phone - Day:	
Suburb / Town:		Phone - Night:	
City / Province:		Mobile:	
Property Usage:		Fax Number:	
		<input type="radio"/> Domestic House <input type="radio"/> Farm ie. pump, cowshed <input type="radio"/> Commercial	
Postal Address if different to property details:			

Supply Details			
Electricity ICP:			
Has Shareholder been billed for this site by another retailer:		Name of current electricity supplier:	
<input type="radio"/> Yes <input type="radio"/> No			
Date Shareholder responsible for property:		Does this property require a reconnection:	
		<input type="radio"/> Yes <input type="radio"/> No	
Estimated Annual Consumption (kWh): (or number of cows being milked, volume of water being pumped, number of people living in house)			

Meter Reading Details			
Meter Location:		If Outside:	
<input type="radio"/> Inside <input type="radio"/> Outside		<input type="radio"/> Front <input type="radio"/> Back <input type="radio"/> Garage <input type="radio"/> Wall Left <input type="radio"/> Right	
Meter Number:		Meter Reading:	
Meter Number:		Meter Reading:	
Meter Number:		Meter Reading:	
Meter Number:		Meter Reading:	
If inside - do we need a key to access?		Dog Details: (If applicable)	
<input type="radio"/> Yes (key pack will be sent) <input type="radio"/> No		<input type="radio"/> Good Dog <input type="radio"/> Dog tied up <input type="radio"/> Guard Dog <input type="radio"/> Farm Dog	

Additional Information	
Special Equipment	<input type="radio"/> Respirator <input type="radio"/> Dialysis Machine <input type="radio"/> Other - State
Name and DOB of Additional Authorities for accessing account details:	
Password for Account (Optional)	

## New Connections Information

Electricians Name:	
Electricians contact number:	
Date electrician will be finished:	

## Other customer comments if needed:


## Admin Use

Date entered into Gentrack:		Prospect Number:	
Staff Member Name:			
Other Comments:			

## Genesis Electricity Special Conditions

- The energy rates charged for electricity supplied by Genesis to you can be obtained at any time from Farmlands. Any changes in the energy rates charged shall become effective upon your receipt of 30 days notice in writing from Farmlands or Genesis.
- Genesis will be entitled to replace any of your electricity rates by the establishment of standard pricing tariffs for individual Networks. Standard pricing tariffs shall be inclusive of energy rates, Network Services charges, local loss factors and metering charges. If you live in a Network for which Genesis establish standard pricing tariffs such standard pricing tariffs shall become effective upon your receipt of 30 days notice in writing from Farmlands or Genesis of the standard pricing tariffs for your Network. From the date such new tariffs become effective Farmlands will be entitled to a discount of 10% off your total monthly electricity charges calculated in accordance with the standard pricing tariffs for the Network ("Discount").
- Genesis may from time to time change any standard pricing tariffs established for a particular Network and such changes will be effective upon 30 days notice in writing to you from Farmlands or Genesis. However, even if the standard pricing tariffs applicable to your Network change, the Discount will still be applied to your total monthly charges based on the new standard pricing tariffs applicable to the Network.
- The Discount (if any) will replace all other discounts you may currently receive and you will not be entitled to any other Genesis payment discounts that may be applicable to other Genesis customers who do not receive the benefit of the Discount.
- The Discount if it applies will only be available to you provided you remain a Farmlands Shareholder.
- The Discount and your electricity rates will only be available to you if you use less than 250,000kWh of electricity per year. If you use more than 250,000kWh of electricity per year Genesis will be entitled, at any time, to require you to enter into a new agreement, unrelated to Farmlands, and to pay tariffs appropriate for your usage.
- Genesis may require you to provide it with your electricity usage details, by meter (for each ICP), for the previous twelve months.
- Genesis will schedule to read your meter (at least three times a year). In respect of any period for which Genesis does not carry out a meter read Genesis will use an estimate of the electricity consumed provided in between the meter readings you may read your meter and advise Genesis of the reading by telephoning Genesis on 0800 327 676. The invoice you receive from Farmlands will tell you the date by which this should be done each month. Genesis reserve the right to advise you that it no longer requires your meter reads.
- An invoice for all amounts owed by you to Genesis will be sent to Farmlands each month. Farmlands will then invoice you for this amount in your monthly statement for your Farmlands Account as set out in the Card Partner agreement you signed appointing Farmlands your agent for billing. Genesis will not require you to provide it with a bond.
- Genesis has the right to review the load and consumption level of your meter. If the volume or load is, in its opinion, too high to be handled satisfactorily by a standard meter, Genesis may elect to transition your meter to time of use metering and you will be required to enter into a new agreement, unrelated to Farmlands, and to pay different tariffs.
- If you do not pay Farmlands the amount you owe Genesis by the due date specified on the monthly Statement issued by Farmlands, or if Farmlands fails to pay money owed by it to Genesis, then in each case Genesis can suspend or cancel the arrangements in these Special Conditions and may suspend or disconnect the supply of electricity and Network Services to you until Farmlands is paid or Genesis is paid, as the case may be.
- You agree to use Genesis as your supplier of electricity under the arrangements in these Special Conditions. This obligation will cease to apply to any point of supply if you cease to receive any electricity at that point of supply (for example - if you sell the property supplied).
- If you cease to be a Shareholder in Farmlands; or Genesis cancels these arrangements under clauses 6 or 10; or you cancel these arrangements then Genesis may arrange for a final reading. If Genesis remains your electricity supplier after any of these events your electricity will be supplied subject to Genesis Standard Terms and standard pricing applicable to your Network.



# On Farm Bulk Fuel

Farmlands provides competitive prices on bulk fuel from oil companies. This can only be achieved by the significant volume of bulk fuel charged through by Shareholders. Accordingly all Shareholders are encouraged to arrange to have their deliveries from the oil company of their choice charged through Farmlands. For Farmlands' current bulk fuel prices, contact your local Farmlands Branch or the Fuel Administration, Farmland Head Office.



## Bulk Fuel Order Authority

Please complete and return to:

Date \_\_\_\_\_

The Manager

\_\_\_\_\_ (Oil Company)

\_\_\_\_\_ (Depot Location)

### Re: Bulk Fuel Delivery

Please be advised that I now wish to have my Bulk Fuel purchases charged through:  
**Farmlands Trading Society Limited, Private Bag 9004, Hastings 4156**

Property or Business Name \_\_\_\_\_

Name \_\_\_\_\_

Address (Location) \_\_\_\_\_  
*(Including Rapid Number)*

My Farmlands Shareholder number is \_\_\_\_\_  
*Head Office to Complete*

### Delivery Details

Contact Name \_\_\_\_\_ Phone \_\_\_\_\_

Products required in bulk (please tick)	<input type="radio"/> Diesel	<input type="radio"/> Super	<input type="radio"/> Unleaded
Tank Size (litres)			

Is the tank a  Underground Tank  Above Ground Tank

Tank Location \_\_\_\_\_

Is the tank used for heating  Yes  No Do you require an immediate delivery  Yes  No

Is the access to the site okay for  Truck Access  Trailer Access

Yours faithfully \_\_\_\_\_  
 (Please print Shareholder name) (Shareholder Signature)

### Head Office Use Only

I authorise this request on behalf of Farmlands Trading Society Limited.

\_\_\_\_\_ (Signature) \_\_\_\_\_ (Date)





## Direct Debiting through Farmlands

We have set up a Direct Debiting facility for Shareholders which will save time and effort and is also convenient and easy. It takes the worry out of having to make payment by the due date. There are no set up costs to you for using this facility.

### How does it work?

- By completing the Direct Debit Authority, you give your bank the authority to pay your Farmlands account each billing period.
- Farmlands will send the original authority to your bank, notify its bank and keep a copy at Farmlands Head Office.
- You receive an advance notice on your monthly statement saying "Unless advice to the contrary is received from you by the 19th of the month, the total amount of \$ \_\_\_\_\_ will be directly debited to your account on the 20th of the due month".
- You will always be in control because Farmlands will advise you of the amount to be transferred, via your Farmlands statement, at least 10 days, where practical, in advance.

NB If your Direct Debit application is received by Farmlands by the 10th of the month your account will be direct debited on the 20th of the month.

If you send your application after the 10th of the month please send your account payment with the application form as the Direct Debit will not commence until the 20th of the following month.

### What are your safeguards?

- The New Zealand Bankers Association has designed the Direct Debiting system to protect the customers' interests. Only organisations approved by the banks are allowed to use the Direct Debiting system. These must be organisations of undoubted integrity and financial standing.
- If you have any queries with your monthly statement, you may pass on having that particular amount Direct Debited by ringing either your local Farmlands Branch or Farmlands Head Office prior to the due date shown on that statement. Then forward a cheque for the agreed amount.
- You may at any time terminate the Direct Debit Authority as to future payments by giving written notice to the bank and to Farmlands.

### Conditions of this Authority to Accept Direct Debits

#### 1 The Initiator:

- (a) Has agreed to give written advance notice\* of the nett amount of each Direct Debit and the due date of debiting at least 10 calendar days (but not more than 2 calendar months) before the date when the direct debit will be initiated.

\* The advance notice will include the following message:-  
"Unless advice to the contrary is received from you by (date)

\*\* the amount of \$ \_\_\_\_\_ will be directly debited to your account on the initiating date."

\*\* This date will be at least one day prior to the due date to allow for amendment of direct debits.

- (b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

#### 2 The Customer may:-

- (a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to The Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this Authority by The Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

#### 3 The Customer acknowledges that:-

- (a) This Authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other renovation of this Authority until actual notice of such event is received by the Bank.
- (b) In any event this Authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Authority. Any other disputes lie between me/us and The Initiator.
- (d) The Bank accepts no responsibility or liability for the accuracy of information about Direct Debits on Bank Statements.
- (e) The Bank is not responsible for, or under any liability in respect of:-
  - any variations between notices given by The Initiator and the amounts of Direct Debits.
  - The Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and The Initiator.

#### 4 The Bank may:-

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Authority, cheque or draft properly executed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this Authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time-to-time.

Please read the following terms carefully. They apply to the Account, Goods hired, supplied or arranged to be supplied by Farmlands at the request of the Shareholder, all Farmlands Card and Card Partner Card use from 1.07.2009.

### Definitions

“Account” means all accounts (however titled) provided by Farmlands at the request of the Shareholder, to record any transaction, hire of Goods, purchase of Goods or receipt of Goods prior to payment.

“Address for Service” means the Postal/email address or fax number last notified by the Shareholder or Guarantor. Private Bag 9004 Hastings 4156 for Farmlands.

“Application” means the application for the Account/Farmlands Card/Card Partner Card made by the Shareholder.

“Authorised Person” means a person to whom a Card Partner Card is issued or who is otherwise authorised to use that Card Partner Card.

“Card Partner” means an agent, merchant, retailer, supplier, bound by a Farmlands Card/Card Partner agreement with Farmlands.

“Card Partner Card” means the charge card issued by a Card Partner, linked and debited to the Account.

“Card Signatory” means the person/legal entity named on and/or using a Farmlands Card.

“Default Event” means an event where-

- a) the Shareholder fails, or in Farmlands opinion is likely to fail, to comply with the Supply Terms, the Rules of Farmlands or any other contract with Farmlands; or
- b) the Shareholder commits an act of bankruptcy; or
- c) the Shareholder enters into any composition or arrangement with creditors; or
- d) if the Shareholder is a company:
  - aa) does any thing which would make it liable to be put into liquidation; or
  - bb) fails to provide a certificate of solvency within 10 days of receiving a written demand from Farmlands; or
  - cc) a receiver or statutory or official manager is appointed over all or any of its assets; or
  - dd) a resolution is passed or an application is made for liquidation; or
  - ee) the ownership or effective control of the Shareholder or the Shareholder business is transferred or the nature of the Shareholder business materially altered.

“Due Date” means the date notified by Farmlands to the Shareholder by which Sum Owing must be paid and if no date is specified, is by the 20th day of the month following the Statement

month closing balance.

“Farmlands” means Farmlands Trading Society Limited and its directors, managers and any duly authorised agent.

“Farmlands Card” means an all purchases credit/discount card linked and debited to the Account.

“Guarantor” means the guarantor(s) signing any Deed of Guarantee and Indemnity required by Farmlands.

“Goods” means equipment hired, goods and/or services provided by Farmlands or arranged through Farmlands at the request of the Shareholder and recorded to the Account or Invoice.

“Invoice” means the business record of Goods.

“Invoice Date” means the date recorded by Farmlands for any Goods debited to the Account.

“PINS” means the confidential personal identification numbers for use with a Farmlands Card.

“PPSA” means the Personal Property Securities Act 1999.

“Recommendation” means the best option for a given situation based on sources believed to be accurate.

“Rules” means the Rules of Farmlands registered under the Industrial and Provident Societies Act 1908.

“Shareholder” means the purchaser of Goods; the Card Signatory; the person/legal entity described in the Application and/or the shareholder/member of Farmlands, who apply for and open the Account, or who operate the Account to record any transaction, hire Goods, buy Goods, from or through Farmlands.

“Statement” means Farmlands business record of Account transactions.

“Statement month closing balance” means the amount specified in the Statement month to be paid by Due Date.

“Sum Owing” means the Statement month closing balance (and subsequent Default Event costs) notified by Farmlands and includes all Card Partner Card use, Farmlands Card use and Goods’ hire.

“Supply Terms” means the terms relating to the operation of the Account and the supply of Goods recorded on Invoice together with the Rules

## Sum Owing

1. The Shareholder shall pay the Sum Owing to Farmlands in full without any deductions, whether by way of set off, counter claim, or any other equitable legal claim.
2. The Sum Owing may include:
  - 2.1 goods and services tax and any other taxes, duties and levies payable in respect of the Goods at the date of Invoice;
  - 2.2 the amount of any increase in the cost of the Goods (including any change in rates of currency change affecting the cost of production or supply, prior to the date of supply).

## Payment

3. The Shareholder shall pay the Sum Owing to Farmlands by the Due Date. Payment by credit card will not entitle the Shareholder to receive bonus rebates for the month paid or part paid.
4. Farmlands may apply any payment:
  - 4.1 received from or on behalf of the Shareholder;
  - 4.2 due by Farmlands to the Shareholder;
  - 4.3 due by Farmlands to any legal entity owned by, or effectively controlled by the Shareholder; in reduction of the Sum Owing as Farmlands thinks fit to preserve any purchase money security interest it has in the Goods.
5. The Shareholder acknowledges:
  - 5.1 Farmlands continues to supply and arrange the supply of Goods on condition that all payments received by Farmlands from the Shareholder are valid and made in the ordinary course of the Shareholder business;
  - 5.2 Farmlands receives all payments in the ordinary course of the Shareholder business and in good faith and in the reasonably held belief as to the validity of those payments;
  - 5.3 the understanding of Farmlands towards its business with the Shareholder shall apply until the Shareholder gives notice in writing to Farmlands of the Shareholder inability to pay due debts and that the Shareholder purpose in making further payment is to enable Farmlands to receive more towards satisfaction of the Sum Owing than it would otherwise have received or have been likely to have received in any liquidation/insolvency of the Shareholder;
  - 5.4 Farmlands has, in accepting each Shareholder payment, altered its position in reliance on the validity of each payment:
    - 5.4.1 by delaying revocation of the authority granted to the Shareholder in clause 12.2;
    - 5.4.2 by the continued supply of Goods after the receipt of each payment whether or not the Shareholder pays for the Goods;

- 5.4.3 if payment is received after Due Date by foregoing its right to commence recovery action against the Shareholder, Card Signatory or Guarantor.

## Supply

6. Supply of Goods shall be completed upon:
  - 6.1 despatch from Farmlands premises, or
  - 6.2 despatch/supply from Farmlands supplier or Card Partner if supplied direct to the Shareholder, or
  - 6.3 Invoice Date for Goods held for the Shareholder.
7. Farmlands shall not:
  - 7.1 be liable for either failure to supply, refusal to supply, or defective supply of Goods;
  - 7.2 guarantee a continuing relationship with any Card Partner or supplier of the Goods.

## Risk and Security Interest

8. Risk of any loss, damage or deterioration to the Goods passes to the Shareholder upon supply.
9. Ownership of the Goods remains with Farmlands and does not pass to the Shareholder until the Shareholder pays the Sum Owing to Farmlands.
10. Until payment of the Sum Owing the Shareholder shall insure the Goods for their full insurable value with Farmlands interest noted on the relevant insurance policy.
11. The Shareholder grants a security interest in the Goods 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 other obligations to Farmlands ("Shareholder indebtedness and obligations"). For the purposes of, and to ensure a maximum benefit and protection for Farmlands by virtue of the PPSA (s36), the Shareholder confirms and agrees that the Shareholder intends to, and does grant to Farmlands, a security interest in all of the Shareholder present and after acquired property as security for the Shareholder indebtedness and obligations.
12. While ownership of the Goods remains with Farmlands and the Goods secure the Shareholder indebtedness and obligations:
  - 12.1 the Shareholder must store the Goods separately, not mix them, and identify them as belonging to Farmlands.
  - 12.2 Farmlands authorises the Shareholder in the ordinary course of the Shareholder business to use the Goods or sell them for full consideration.
    - 12.3 the authority in 12.2 is revoked when:
      - 12.3.1 a Default Event occurs;
      - 12.3.2 Farmlands notifies the Shareholder at the Address for Service that the Shareholder authority is revoked.
    - 12.4 if the Goods (for which payment has not been made) are not kept in a manner so as to enable the Goods to

be clearly identified as the property of Farmlands, then Farmlands is deemed to be the owner of the quantity of the Goods equivalent to the quantity of the Goods for which payment has not been made.

- 12.5 The Shareholder must advise Farmlands immediately of a Default Event or any action by third parties (including any of the Shareholder creditors) affecting Farmlands security interest in the Goods.
- 12.6 Farmlands (as the Shareholder agent and pursuant to an irrevocable licence granted by the Shareholder) may enter the premises where the Goods are stored and remove them, without being responsible for any damage caused and the Shareholder shall indemnify Farmlands against any claim or costs arising from such action.
- 12.7 Farmlands may resell any of the Goods and apply the proceeds of sale in reduction of the Sum Owing.
13. The Shareholder agrees to promptly do anything that Farmlands reasonably requires to:
  - 13.1 ensure that Farmlands has a first ranking perfected security interest in all of the Goods (and any sale proceeds);
  - 13.2 enable registration of a financing statement or financing change statement under PPSA.
14. If the Shareholder resells or uses the Goods before ownership in the Goods has passed to the Shareholder, the proceeds of such sale or use 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 that portion of the proceeds which does not exceed the Sum Owing. The balance proceeds (if any) shall be the Shareholder beneficial interest under that trust.
15. Farmlands may commence an action for the Sum Owing when ownership of the Goods may not have passed to the Shareholder.

## Contracting out of the PPSA

16. The Shareholder waives the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest under the Supply Terms.
17. The Shareholder:
  - 17.1 shall not register a financing statement or a change demand without the prior written consent of Farmlands;
  - 17.2 agrees that nothing in sections 114, 117, 133 and 134 of the PPSA shall apply to these Supply Terms, or the security interest under these Supply Terms;
  - 17.3 waives and contracts out of the Shareholder rights set out in sections 107, 116 to 132 inclusive of the PPSA;
  - 17.4 shall pay all costs, expenses and other charges incurred by Farmlands in relation to:
    - 17.4.1 the filing of a financing statement or financing change statement;
    - 17.4.2 any disputes or negotiations with third parties claiming an

interest in the Goods;  
in connection with these Supply Terms.

## Claims and Liability Limitation

18. Except as provided in any express warranty given and to the extent permitted by law, Farmlands:
  - 18.1 excludes any Recommendation, all warranties, descriptions, representations or conditions whether 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;
  - 18.2 excludes liability in any way to the Shareholder or any third party, whether in tort (including negligence), contract, or otherwise, for any loss or damage whatsoever, (including Recommendation, seed premixed with fertiliser; seed description, growth, parity, productiveness, resultant crop; agrichemical application), whether direct, indirect, special, or consequential, and the Shareholder indemnifies Farmlands against any such claim;
  - 18.3 states that any liability in respect of the Goods shall be limited to the price of the Goods;
  - 18.4 advises that it does not intend to contract out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act.
19. Farmlands may at its complete discretion, replace or give credit for the Goods not supplied, or incorrectly recorded; or supplied/hired and established to be defective provided that:
  - 19.1 any claim or dispute of a business record on an Invoice or Statement must be notified to Farmlands within the month following the date of the business record or delivery of the Goods together with all supporting documentation;
  - 19.2 all claims must specifically identify the incorrect business record or defect and, where possible in relation to the Goods be accompanied by the defective goods or a sample;
  - 19.3 the Shareholder shall take all steps to ensure that Farmlands has every opportunity to investigate the claim.
  - 19.4 This clause shall not apply to Goods purchased with a Card Partner Card.
  - 19A. Unless Farmlands accepts a correction should be made, the Shareholder acknowledges that excluding a Default Event each Invoice and Statement is the only business record for the Account.
  - 19B. The decision by Farmlands in respect of a Shareholder claim shall be accepted as conclusive and binding by the Shareholder, and shall not be removable into any Court or restrainable by injunction. Farmlands shall if necessary, be able to apply for enforcement of its decision in accordance with clause 41.

20. If the Shareholder acquires the Goods for business purposes the Consumer Guarantees Act 1993 does not apply to the Goods. (In the absence of express written acknowledgement by Farmlands to the contrary, the Application signed by the Shareholder is determination that the Shareholder acquires the Goods for business purposes.)
21. If the Shareholder on sells the Goods it shall be a term of the sale contract that the Consumer Guarantees Act 1993 does not apply if the Goods are being acquired for business purposes. The Shareholder indemnifies Farmlands against any liability or costs, incurred by Farmlands under the Consumer Guarantees Act 1993, as a result of any breach by the Shareholder of the Supply Terms.

### Farmlands Card

22. The Card Signatory must:
- 22.1 immediately sign the Farmlands Card when it is received and not use it until it is signed;
- 22.2 not use the Shareholder Account number as a PINS;
- 22.3 keep the PINS secure;
- 22.4 not allow others to use the Farmlands Card or PINS, or be party to negotiation for direct “cash” discounts with a Card Partner;
- 22.5 present the Farmlands Card to Farmlands or the Card Partner when purchasing Goods charged to the Account or Farmlands Card;
- 22.6 ensure that the listed retail price has been charged;
- 22.7 where a credit is due from a Card Partner, ensure that the credit is passed in favour of Farmlands for the Shareholder;
- 22.8 notify Farmlands immediately the Farmlands Card is lost or stolen or the PINS disclosed. Liability for Goods purchased by the unauthorised use of the Farmlands Card (except where it results from fraud or negligence), shall cease upon Farmlands written acknowledgement of this notification;
- 22.9 return or destroy the Farmlands Card when required to do so, or the Account is closed.
23. Farmlands shall not be responsible for:
- 23.1 any dispute between the Shareholder and Card Signatory;
- 23.2 any dispute between the Shareholder, Card Signatory and the Card Partner;
- 23.3 the actions of any Card Partner;
- 23.4 any credit due by a Card Partner to a Shareholder until notification of such credit is received from the Card Partner;
- 23.5 any losses caused by occurrences beyond its control where a Farmlands Card is unable to be used.
24. The Card Signatory shall be jointly and severally liable with the Shareholder to pay for all Goods purchased with a Farmlands Card.
25. The Shareholder and Card Signatory agree that neither of them shall 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

26. Should a Default Event occur Farmlands may suspend or terminate the Account, and the Sum Owing shall immediately become due and payable notwithstanding that the Due Date has not arrived.
27. If the Shareholder does not pay the Sum Owing by the Due Date Farmlands shall/may at its sole discretion:
- 27.1 charge interest at the rate of 2% per month (or such other rate as shall be notified in its monthly newsletter) in respect of the Sum Owing. Such interest shall accrue on a daily basis from the Invoice Date until payment in full and is charged by way of damages for failure to pay and does not imply the granting of, or extension of, credit by Farmlands to the Shareholder;
- 27.2 reverse any discounts or credit rebates recorded on the Account invoices and statements;
- 27.3 debit any other account the Shareholder may have to pay the Sum Owing;
- 27.4 terminate the shareholding of the Shareholder and credit the Shareholder's shares to pay the Sum Owing;
- 27.5 make demand on the Card Signatory.
- 27.6 require the Shareholder and the Card Signatory to pay for, and separately indemnify Farmlands against all Farmlands Card and Account transaction fees as may be deemed appropriate by Farmlands, all administration collection costs, legal costs of Farmlands as between solicitor and client, and any collection commissions. incurred as a consequence of a Default Event;
- 27.7. complete and register an all obligations mortgage (Registrar General of Land approval 1998/2072) or caveat over any property owned by the Shareholder to secure the Sum Owing and the Shareholder irrevocably appoints the Credit Manager of Farmlands as the attorney of the Shareholder for the purpose of completing such mortgage or caveat whilst the Sum Owing remains unpaid.

### Information Use

28. The Shareholder, Card Signatory, and Guarantor agree that:
- 28.1 the personal information provided, obtained and retained by Farmlands about them (including personal information about Shareholder/Guarantor directors or trustees) will be held and used for any or all of the following purposes including: determining eligibility for credit; the supply of Goods; enforcing debt and legal obligations under the Supply Terms; the marketing of goods and services

- including emails and market research by Farmlands, Card Partner, or any other Farmlands supplier;
- 28.2 the Supply Terms is the Shareholder, Card Signatory, and Guarantor irrevocable authority to Farmlands to:
- 28.2.1 use any personal information for the purposes in clause 28.1;
- 28.2.2 provide any personal information (along with details of any dealings between the Shareholder, Card Signatory, Guarantor and Farmlands) to any third party (including a credit reporter where the personal information is able to be accessed for genuine credit related purposes by other credit inquirers);
- 28.2.3 obtain any information concerning the Shareholder, Card Signatory and Guarantor (including personal information about Shareholder/Guarantor directors or trustees) from any other source for Farmlands business with the Shareholder, Card Signatory and Guarantor.
- 28.3 the Shareholder, Card Signatory and Guarantor must notify Farmlands of any change in circumstances that may affect the accuracy of the information provided by them to Farmlands;
- 28.4 The Shareholder, Card Signatory and Guarantor as a natural person and the Shareholder/Guarantor directors or trustees, have rights of access to, and correction of any personal information held by Farmlands.

### Assignment/Cancellation

29. Farmlands shall be entitled to assign to any other person or company all or part of the Sum Owing and the assignee shall be entitled to claim all or part of the Sum Owing and shall have the same rights of recovery as Farmlands.
30. Farmlands shall be entitled to cancel all or any part of the Supply 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.

### Other Supply Terms

31. If there is any inconsistency between the Supply Terms and any order submitted by the Shareholder, or any other arrangement between the parties, the Supply Terms shall prevail unless otherwise agreed in writing by the parties.
32. The Shareholder shall not approach any Card Partner for direct discounts, use the name of Farmlands, or reveal Card Partner trading terms in any attempt to obtain personal discounts from businesses not associated with Farmlands. The Shareholder may be immediately expelled from Farmlands for any breach of this term.

### Waiver

33. If at any time Farmlands does not enforce the Supply Terms, or grants the Shareholder time or other indulgence,

Farmlands shall not be construed as having waived the Supply Terms or its right to later enforce the Supply Terms.

### Terms Separately Binding

34. Each term of the Supply Terms is separately binding. Where any provision is void, unenforceable or otherwise ineffective by operation of law the enforceability or effectiveness of the remaining provisions shall not be affected.

### Changing the Supply Terms

35. Farmlands may add, change or remove clauses in the Supply Terms:
- 35.1 Farmlands can change the Supply Terms at any time without obtaining the consent of the Shareholder;
- 35.2 Farmlands may advise when changes to the Supply Terms are to take effect by notice to the Shareholder's Address for Service;
- 35.3 By signing the Application/ Guarantee, using the Account/ Farmlands Card, and/or being a member of Farmlands the Shareholder/Guarantor/Card Signatory acknowledge that the current Rules and Supply Terms apply to the Account;
- 35.4 A copy of the Supply Terms can be obtained from Farmlands at the Address for Service or viewed/downloaded from Farmlands website [www.farmlands.co.nz](http://www.farmlands.co.nz)

### Sending Bills and Notices and Serving Documents

36. Farmlands will send or deliver its invoices, statements, notices, documents, or newsletters to the Address for Service. The Shareholder, Card Signatory and Guarantor agree and acknowledge any:
- 36.1 invoice, statement, notice or newsletter has been received 4 days after it has been sent;
- 36.2 facsimile has been received upon confirmation of transmission;
- 36.3 document has been served and received on the date of delivery;
- 36.4 email has been received within 1 day after it has been sent.
37. The Shareholder:
- 37.1 must inform Farmlands at the Address for Service giving not less than 21 days prior notice in writing (addressed to the Credit Manager):
- 37.1.1 of any proposed change in the Shareholder name;
- 37.1.2 if the Address for Service, contact phone number/email address is changed, or the Account is to be closed;
- 37.2 remains liable for the Sum Owing, 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 Shareholder instructions to close the Account.

### Use of Goods

38. The Shareholder/Card Signatory accepts any advice, information or Recommendation provided by Farmlands to the Shareholder/ Card Signatory relating to the Goods, or Recommendation alone, is given in good faith and based on the information provided by the Shareholder/Card Signatory. The decision to hire the Goods, or order and use the Goods, or follow the Recommendation is that of the Shareholder/Card Signatory.

### Returns

39. Where Farmlands at its discretion allows the Shareholder to return the Goods (not defective or non complying). Farmlands reserves the right to charge, in addition to any delivery costs, a return fee. Seed cannot be returned or credited.

### Circumstances Beyond Control

40. Farmlands shall not be liable for any failure; during the hire of Goods, to supply the Goods, to meet any other obligations claimed as owed to the Shareholder.

### Legal Forum

41. The Shareholder acknowledges that any dispute or legal proceedings between the Shareholder and Farmlands shall be filed in and be heard at either the Disputes Tribunal or the District Court at Hastings, or the High Court at Napier. The parties to the Supply Terms expressly acknowledge that the cause of action or a material part thereof arises within the jurisdiction of the Disputes Tribunal or the District Court at Hastings, or the High Court at Napier.

42. The Supply Terms is subject to and governed by New Zealand law. The language of the Supply Terms shall only be 'English'.

### Hire of Goods

43. At the commencement of hire the Goods were received by the Shareholder in good order and condition:

43.1 The hire period is the time agreed; between the date on the Invoice and the time and date to be returned;

43.2 Farmlands is entitled to charge extra on a day basis for any Goods not returned on time;

43.3 The Shareholder shall pay as invoiced for the hire period, loss and damage (if applicable), delivery/removal costs, excess use charges, damage to or loss of the Goods, cleaning costs and default charges;

43.4 Delivery and removal charges are extra;

43.5 The Shareholder hereby authorises Farmlands to bring any vehicle on to the place where the Goods are to be used and to deliver/remove the Goods for whatever reason;

43.6 The Shareholder indemnifies Farmlands against any cost, claim, damage, expense incurred or action commenced

against Farmlands directly or indirectly arising from Farmlands delivering or removing the Goods;

43.7 The hire of the Goods is personal to the Shareholder and is not capable of assignment by the Shareholder.

44. The Shareholder shall:

44.1 take proper care of the Goods, use the Goods in the manner it was designed to be used, and return the Goods in good order and condition;

44.2 reimburse Farmlands for any damage or loss to the Goods howsoever arising;

44.3 indemnify Farmlands against any claim made by any person arising directly or indirectly out of the Shareholders use or possession of the Goods.

### Card Partner Cards

45. The Shareholder is responsible for:

45.1 ensuring that the Authorised Person complies with the terms and conditions of the Card Partner Card and the Supply Terms;

45.2 any use of the Card Partner Card whether authorised or not.

46. Farmlands shall not be responsible for:

46.1 any dispute between the Shareholder and Authorised Person;

46.2 any dispute between the Shareholder, Authorised Person and the Card Partner;

46.3 the actions of any Card Partner;

46.4 any credit due by a Card Partner to a Shareholder until notification of such credit is received from the Card Partner;

46.5 any losses caused where a Card Partner Card is unable to be used.

47. The Shareholder and Authorised Person agree that neither of them shall 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.



## INVESTMENT STATEMENT FOR ISSUE OF SHARES IN FARMLANDS TRADING SOCIETY LIMITED PREPARED AS AT 19 May 2009

### Important Information

(The information in this section is required under the Securities Act 1978)

Investment decisions are very important. They often have long-term consequences. Read all documents carefully. Ask questions. Seek advice before committing yourself.

### Choosing an investment:

When deciding whether to invest, consider carefully the answers to the following questions that can be found on the pages noted below:

### Investment Statement Page

• What sort of investment is this?	20
• Who is involved in providing it for me?	20
• How much do I pay?	21
• What are the charges?	21
• What returns will I get?	21
• What are my risks?	22
• Can the investment be altered?	22
• How do I cash in my investment?	22
• Who do I contact with enquiries about my investment?	23
• Is there anyone to whom I can complain if I have problems with the investment?	23
• What other information can I obtain about this investment?	23

In addition to the information in this document, important information can be found in the current registered prospectus for the investment. You are entitled to a copy of that prospectus on request.

### Engaging An Investment Adviser

An investment adviser must give you a written statement that contains information about the adviser and his or her ability to give advice. You are strongly encouraged to read that document and consider the information in it when deciding whether or not to engage an adviser. Tell the adviser what the purpose of your investment is. This is important because different investments are suitable for different purposes, and carry different levels of risk.

The written statement should contain important information about the adviser, including:

- Relevant experience and qualifications and whether dispute resolution facilities are available to you; and
- What types of investments the adviser gives advice about; and
- Whether the advice is limited to investments offered by 1 or more particular financial institutions; and

- Information that may be relevant to the adviser's character, including certain criminal convictions, bankruptcy, any adverse findings by a court against the adviser in a professional capacity and whether the adviser has been expelled from, or prohibited from joining, a professional body; and
- Any relationships likely to give rise to a conflict of interest.

The adviser must also tell you about fees and remuneration before giving you advice about an investment. The information about fees and remuneration must include:

- The nature and level of the fees you will be charged for receiving the advice; and
- Whether the adviser will or may receive a commission or other benefit from advising you.

An investment adviser commits an offence if he or she does not provide you with the information required.

The purpose of this Investment Statement is to provide certain key information that is likely to assist a prudent but non-expert person to decide whether or not to subscribe for the securities.

### What sort of investment is this?

The securities offered under this Investment Statement are shares (the "Shares") in Farmlands Trading Society Limited (the "Society").

The Society is a society registered under the Industrial and Provident Societies Act 1908 (the "Act"), governed by the "Rules of the Farmlands Trading Society" as amended from time to time (the "Rules"). The business and affairs of the Society are conducted by a board of directors (the "Board").

In order to become a member of the Society (the "Member") you must purchase the Shares. Members may receive the rebates described under the heading "What returns will I get?".

### Who Is Involved In Providing It For Me?

The Shares are offered by the Society, whose registered office is at 1010 Southampton Street West, Hastings, New Zealand (the "Registered Office"). The Shares are not shares offered as part of a participatory scheme.

The manager in relation to the Shares is the Society, whose address is the Registered Office.

There is no statutory supervisor in respect of the Society.

The promoter is the Society, whose address is at the Registered Office.

The Society is a buying and selling co-operative that provides Members goods, services, discounts and rebates through membership in the Society. The Society also engages in other business activities pursuant to the Rules, including providing goods and services to the public. The Society and its predecessors have been carrying on business as a buying and selling co-operative since 1962.

### How Much Do I Pay?

At the date of this Investment Statement:

- a) each Share offered for subscription has a nominal value of NZ\$1;
- b) you will need to buy five hundred and fifty Shares in order to become a Member;
- c) the minimum initial subscription for each Member is Shares with a nominal value of NZ\$550; and
- d) no member is required to pay more than NZ\$550 for the Shares.

The Board of the Society may decide in its discretion how and when payment must be made for the Shares. At the date of this Investment Statement, the Board requires that when you apply for the Shares (using the application form available on [www.farmlands.co.nz](http://www.farmlands.co.nz) (the “**Society’s Website**”), any retail branch of the Society or the Registered Office (the “**Application Form**”), you attach to the Application Form payment to the Society of NZ\$550 in full payment for the Shares.

The Application Form with the payment for the Shares can be posted to The Credit Manager, Farmlands Trading Society Limited, Private Bag 9004, Hastings 4156, or handed over at any office or retail branch of the Society.

Any amount owed by you to the Society, including any amount owing for the Shares, may be set off or deducted by the Society from any amount payable by the Society to you, at the Board’s discretion.

If you do not pay any amount due for the Shares within the specified timeframe, you shall not be entitled to exercise any voting rights attached to such Shares, or the Board may require you to withdraw your Shares from the Society (“**Withdraw**” or “**Withdrawal**”). The Society’s policies and rules regarding the payment of amounts due to Members on Withdrawal will then apply (see “How do I cash in my investment?” below).

### What Are The Charges?

The Society will charge you an annual fee (the “**Fee**”) in relation to the maintenance of the Account(s) that you hold with the Society (the “**Account(s)**”) and the Farmlands Card(s) (the “**Card(s)**”) attached to those Account(s). The Fee will be charged regardless of how much you use those Account(s) and Cards(s), including if you make no use of them. The Fee is payable to the Society and

is charged to every Member.

At the date of this Investment Statement the Fee is NZ\$15 for every Card attached to an Account, regardless of whether that Account is a primary or secondary Account and the maximum Fee that can be charged per Account is \$30.

Accordingly, if you have more than two Cards attached to one Account you will only be charged for the first two Cards in relation to that Account.

The Fee will be billed to the relevant Account once every calendar year and will appear on the Account statement for the month in which it is charged. The Board will determine at its discretion in each year, in which month the Fee will be charged. The Society normally charges this Fee in September each year.

At the date of this Investment Statement, other than the purchase price for the Shares (described under the heading “How much do I pay?”) and the Fee, Members do not have to pay any entry, trustee, administration, management, expenses, overhead, early termination, switching, sale, alteration or other charges in relation to their membership of the Society.

The amount of, or any other matter in relation to the Fee, can be altered by the Society at any time by notice in writing to all Members. Likewise new charges can be added or existing charges removed by notice in writing to all Members.

### What Returns Will I Get?

Provided you are a Member, have satisfied all conditions of membership, complied with all Rules and other requirements of the Society and paid all outstanding amounts due for payment to the Society, you may receive returns in the form of trading benefits including monthly discounts or rebates on purchases of goods and services from the Society and certain third party agents (the “**Monthly Rebates**”).

The Monthly Rebates shall be applied to the amounts paid by the Members for the relevant purchase(s) made using the Account(s) and the Card(s) in the relevant month. If the Member does not pay any amount due on an Account on time, at the Board’s discretion the whole, or any part of, the Monthly Rebate is forfeited by a Member and any forfeited discount charged to the relevant Account.

You may also be entitled to receive returns in the form of annual bonus rebates from the Society (the “**Annual Rebates**”).

Any Annual Rebates are paid from the profits of the Society. The form of distribution (which may consist of cash payment, the issue of bonus shares in the Society or the allocation of an amount to be credited to a Member’s Account), level of distribution and any other conditions relating to the payment of an Annual Rebate will be determined by the Board in its absolute discretion from time to time.

The Board determines, for each year in which the Society makes a profit what part of that profit is to be retained for application to the ongoing business of the Society and what surplus (if any) is available for distribution to Members as an Annual Rebate. Whether there are surpluses to be distributed to a particular Member will depend on factors determined by the Board, including but not limited to the success of the Society's trading in that year and the level of trading of each Member.

The Rules of the Society provide that Annual Rebates (if payable) must be paid out on an annual basis. There are no specific dates by which Annual Rebates are payable (if paid). Prior to the date of this Investment Statement, the Society has normally paid (including by crediting Members' Accounts) Annual Rebates by 31 August each year.

No amount of returns to Members is promised as at the date of this Investment Statement, and Members may receive different returns or no returns in comparison to other Members, for reasons to be determined at the Board's discretion.

Taxes or duties are likely to affect any returns.

There are no dividends payable to members on any shares in the Society.

The Society is the person legally liable to pay the returns (if any).

### What Are My Risks?

Members can only withdraw with the approval of the Board in its absolute discretion. The Board will not approve a Withdrawal if it has the effect of reducing the total number of Members in the Society below seven Members. If the Board does not approve a Withdrawal the Member will not be able to recover the purchase price that they paid for the Shares or any Credit due to them from the Society until such time as the Withdrawal is approved.

Annual Rebates are only payable out of the profits of the Society and accordingly will not be paid in years where profits are not made. In addition Annual Rebates will only be paid out of any profit made that is not retained for application to the ongoing business at the discretion of the Board and pursuant to the Rules (see also "What returns will I get?" above).

It is reasonably foreseeable that if the Society is insolvent when a Member wishes to Withdraw, the Society may not be able to refund the amount originally paid for their Shares.

Members are not liable at the date of this Investment Statement to pay any more money in respect of their Shares than the purchase price of the Shares referred to under the heading "How much do I pay?"

If the Society becomes insolvent, a Member may be liable to make further payments in accordance with section 15 of the Act, which, in summary, limits a Member's liability to the amount, if any, unpaid on that Member's shares.

If the Society is put into liquidation any claim that you may have as a Member of the Society will rank behind all claims of secured and unsecured creditors of the Society.

### Can The Investment Be Altered?

The Rules, which set out the rights and obligations attached to the Shares, can only be altered by a resolution passed by a majority of not less than two thirds of the Members eligible to vote and voting personally or by proxy at a general meeting of the Society. Any change to the Rules is not valid until it is registered under the Act.

Notwithstanding the above:

- a) the Board can at any time set the number or value of Shares a Member must purchase, based on the business done between the Member and the Society or on any other basis. As a result, Members may be required to purchase further Shares. If a Member does not agree, then they must withdraw and the Society will repay that Member the amount paid on their Shares and all other amounts credited to their Account(s). From the date of the Withdrawal the Member will cease to have a right to Monthly or Annual Rebates and the rights and obligations in relation to Withdrawal from the Society will apply (see also "How do I cash in my investment?"); and
- b) the amount or any other matter in relation to the Fee (or any other charges or fees imposed by the Society) can be altered by the Society at any time by notice in writing to all Members. Likewise any new fees or charges can be added or existing fees or charges removed by notice in writing to all Members.

### How Do I Cash In My Investment?

Members do not have the right to sell or transfer their Shares to any other person.

Members can withdraw with the approval of the Board, or must withdraw after receiving a notice to do so from the Board pursuant to the Rules. The Board will not approve a Withdrawal should such Withdrawal cause the membership of the Society to fall below seven Members.

If a Withdrawal is approved or required by the Board the amount paid up on a Member's Shares will, subject to any set off or deduction of any amount owing by the Member to the Society, be refunded and any credit balance in the Member's Account(s) with the Society will be repaid. The Society has four years from the date the Board provides notice of its approval of a Member's request to Withdraw, or notice to a Member that the

Board wishes that Member to Withdraw, to repay or refund any money owing to the Member.

The Board can require that a Member Withdraw if that Member:

- a) has not done any business with the Society for a two year period;
- b) has ceased to qualify as a Member;c) has not paid any call, deposit, levy or account with the Society on the due date and continues to leave such amount unpaid 14 days after receiving notice (or being deemed to receive notice pursuant to the Rules) from the Secretary of the Society that the amount is unpaid;
- d) dies (notice of Withdrawal will be given to the executor or administrator of the Member's estate);
- e) has become bankrupt; or
- f) if a company, has gone into liquidation or been dissolved.

### Who Do I Contact With Enquires About My Investment?

If you have any questions about the Shares you can contact:

#### Craig Waterhouse

Farmlands Trading Society Limited  
Private Bag 9004  
Hastings  
Phone: (06) 873 1090

### Is there anyone to whom I can complain if I have problems with the investment?

If you have any complaints about the Shares you can contact:

#### Craig Waterhouse

Farmlands Trading Society Limited  
Private Bag 9004  
Hastings  
Phone: (06) 873 1090

There is no ombudsman to whom complaints can be made.

### What Other Information Can I Obtain About This Investment?

Other information about the Shares and the Society is contained or referred to in each of the following:

- a) the Society's latest registered prospectus (the "**Prospectus**");
- b) the most recent financial statements of the Society (the "**Financial Statements**"); and
- c) the Rules.

Copies of these documents are kept at the Society's Registered Office and will be sent to you free of charge if you make a request to the address specified under the heading "Who do I contact with enquiries about my investment?" above.

The Prospectus and Financial Statements relating to the Society are filed on the public Industrial and Provident Societies Register

held at the Companies Office and available for public inspection.

The following will be sent to Members each year by the Society:

- a) A copy of the Society's abridged Annual Report, which includes abridged Financial Statements for the previous year;
- b) A written statement ("**Annual Shareholding Statement**") that sets out the class or classes of shares held by the Member and the number of shares in each class held by the Member. However, this statement only needs to be sent annually if the total number of shares in each class held by the Member has changed since the most recent of the following dates:
  - i) 10 November 2008;
  - ii) the date on which the most recent Annual Shareholding Statement was sent to the Member; and
  - iii) the date a certificate was sent to the Member under section 54 of the Securities Act 1978.

The following documents can be obtained at any time free of charge upon written request to the address under "Who do I contact about my investment?":

- a) copies of the Society's latest Annual Report, the Prospectus and the Financial Statements (also available on the Society's Website);
- b) the "Supply Terms - Farmlands Trading Society Limited" as amended from time to time (also available on the Society's Website);
- c) the Application Form (also available on the Society's Website and as set out under "How much do I pay?"); and
- d) the Rules.



**Head Office**

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Fax (06) 873 8190  
Freephone 0800 FARMLANDS  
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