

# Reseller Account Application

Nelson, New Zealand | [sogenenergy.co.nz](https://sogenenergy.co.nz)

Thanks for your interest in becoming a Sogen Energy reseller. Fill in this form, read the Terms of Trade attached, and sign at the end. Once we've approved your account, we'll send your reseller portal login.

## Business details

|                                |  |
|--------------------------------|--|
| Legal business name            |  |
| Trading name                   |  |
| NZBN                           |  |
| Company number (if applicable) |  |
| GST number                     |  |
| Physical address               |  |
| Postal address                 |  |
| Website                        |  |

## Contacts

|                               |  |
|-------------------------------|--|
| Main contact name and role    |  |
| Phone                         |  |
| Email                         |  |
| Accounts contact name         |  |
| Accounts email (for invoices) |  |

## Trade details

|                                                                      |  |
|----------------------------------------------------------------------|--|
| Type of business (installer, retailer, wholesaler, other)            |  |
| Electrical registration or practising licence number (if installing) |  |
| Regions you service                                                  |  |

|                         |  |
|-------------------------|--|
| Estimated monthly spend |  |
|-------------------------|--|

### Account type

Tick one:

- ☐ Pay before dispatch
- ☐ Apply for a credit account (complete the trade references below)

### Trade references (credit accounts only)

|                                       |  |
|---------------------------------------|--|
| Reference 1: business, contact, phone |  |
| Reference 2: business, contact, phone |  |
| Reference 3: business, contact, phone |  |

### Privacy

You authorise Sogen Energy Ltd to collect and use the information in this application to assess and manage your account, including checking it with your trade references and credit reporting agencies. You can ask to see or correct your information at any time under the Privacy Act 2020.

# Reseller Terms of Trade

Version [1.0] | Effective [date]

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These terms apply to every business that buys from Sogen Energy Ltd through the reseller portal or by any other order. Items in [square brackets] need filling in before use.

## 1. Definitions and application

- 1.1 "Sogen", "we" and "us" means Sogen Energy Ltd. "Reseller" and "you" means the business named on the approved reseller account. "Goods" means any batteries, cabinets, inverters, solar panels, mounting kits, accessories or other products we supply.
- 1.2 These terms apply to every order you place with us. They override any terms on your purchase orders or other documents unless we agree otherwise in writing.
- 1.3 We may update these terms by giving you at least 30 days' notice by email or through the portal. Orders placed after the change date are covered by the updated terms.
- 1.4 You are buying the Goods for business purposes, for resale or installation in the course of your business.

## 2. Accounts, ordering and pricing

- 2.1 We approve reseller accounts at our discretion. You must give us accurate business details, including your NZBN and, where relevant, your electrical registration details, and tell us promptly if they change.
- 2.2 An order is accepted when we confirm it by email or through the portal, or when we dispatch the Goods, whichever comes first.
- 2.3 All prices in the portal are in New Zealand dollars and exclude GST. GST is added at the rate in force on the invoice date.
- 2.4 Prices can change without notice. The price that applies is the one shown when we accept your order.
- 2.5 Stock levels in the portal reflect Goods physically held in our warehouse. If an item sells out between your order and our confirmation, we will tell you and offer a lead time, a substitute, or a refund for that item.

## 3. Payment

- 3.1 Until we approve a credit account, payment is due in full before we dispatch your order.
- 3.2 Approved credit accounts must pay by the 20th of the month following the invoice date. Your credit limit is NIL unless we agree otherwise in writing, and we may review or withdraw credit at any time.
- 3.3 If you pay late, we may:
  - charge interest on the overdue amount at 3% per month, calculated daily
  - recover our reasonable debt collection and legal costs
  - put your account on hold and stop dispatching orders until it is paid
- 3.4 You may not withhold payment or set off any amount you say we owe you unless we agree in writing.

- 3.5** If you are a company, we may ask a director to sign a personal guarantee before approving a credit account.

## **4. Ownership and security (PPSA)**

- 4.1** We own the Goods until you have paid in full for them and for all other amounts you owe us.
- 4.2** Until then, you hold the Goods for us, must store them so they can be identified as ours, and may sell them only in the normal course of your business. The proceeds of any sale are held on our behalf to the extent of what you owe us.
- 4.3** You grant us a security interest in all Goods we supply, now and in future, and their proceeds, under the Personal Property Securities Act 1999. We may register a financing statement on the PPSR, and you agree to sign anything we reasonably need to do that.
- 4.4** To the extent the law allows, you waive your right to receive a verification statement, and agree that sections 114(1)(a), 133 and 134 of the PPSA do not apply.
- 4.5** If you do not pay on time, or become insolvent, we may enter your premises during business hours to recover Goods we have not been paid for.

## **5. Freight, delivery and risk**

- 5.1** Goods over 25kg are sent via Mainfreight to your nearest Mainfreight depot for collection, unless we agree otherwise. Goods under 25kg are sent by [courier].
- 5.2** Freight is charged [at cost / as shown at checkout] and added to your invoice.
- 5.3** We can drop ship direct to your customer on request. Drop shipping needs a custom freight quote, which we will confirm before dispatch. Rural and remote deliveries can cost significantly more.
- 5.4** Delivery times are estimates only. We are not liable for delays caused by carriers or events outside our control.
- 5.5** Risk in the Goods passes to you when they leave our premises with the carrier. Please insure them accordingly.
- 5.6** Check Goods on collection or delivery. Report any transit damage or missing items to us within 2 business days, with photos, and note any visible damage on the carrier's paperwork. Never install a battery that looks damaged.

## **6. Cancellations and returns**

- 6.1** You can cancel an order free of charge before it is dispatched. Custom built Energy Hub cabinets and special order items cannot be cancelled once we have started building or ordering them.
- 6.2** We accept change of mind returns only with our written approval, within 14 days of dispatch, for Goods that are unused, uninstalled and in their original undamaged packaging.
- 6.3** Approved change of mind returns carry a restocking fee of 20% of the invoice price, and you pay return freight. Lithium batteries must be packed and shipped as dangerous goods where required.
- 6.4** We do not accept change of mind returns on special order items, custom builds, or Goods that have been installed or connected.

## **7. Warranty and claims**

- 7.1** Goods carry the manufacturer's warranty set out in the product's warranty document, available on our help page. We pass that warranty through to you and your customers.

- 7.2 You are the first point of contact for your customers. You agree to do initial fault finding before lodging a claim with us, using our help articles and our tech support if needed.
- 7.3 To lodge a claim, send us the product serial number, proof of purchase, installation date, installer details, a description of the fault, and photos or logs we ask for (including BMS data where available).
- 7.4 Do not return a battery without a return authorisation from us. We will advise how to safely pack and ship it.
- 7.5 The warranty does not cover damage from incorrect installation or configuration, wrong charge settings, use with incompatible equipment, mixing batteries of different types or ages, physical damage, water ingress beyond the product's rating, operating outside the specified temperature range, or modification.
- 7.6 Where a claim is approved, we will repair or replace the Goods or credit the purchase price, at our option. We do not cover labour or travel costs to remove or reinstall Goods unless we agree in writing.

## **8. Installation, compliance and safety**

- 8.1 Any installation or work that requires it under the Electricity (Safety) Regulations 2010 must be done or certified by an appropriately licensed electrical worker.
- 8.2 You are responsible for making sure installations comply with all applicable laws and standards, including AS/NZS 3000, AS/NZS 5139 for battery systems, and AS/NZS 4777 for grid connected inverters, as well as any network operator requirements.
- 8.3 You must follow our product manuals and installation instructions, including charge settings, fusing, cable sizing and temperature limits.
- 8.4 You must store, handle and transport lithium batteries safely and in line with dangerous goods rules where they apply.
- 8.5 Advice we give on system design or sizing is general guidance. The installer remains responsible for the final design and installation.

## **9. Consumer law, liability and indemnity**

- 9.1 You are acquiring the Goods in trade. You agree that the Consumer Guarantees Act 1993 does not apply, and that sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply, and that it is fair and reasonable for us both to be bound by this clause.
- 9.2 Nothing in this clause limits any rights your own customers have against you under consumer law. You are responsible for meeting your obligations to them.
- 9.3 To the extent the law allows, we are not liable for any indirect or consequential loss, including loss of profit, revenue or business, or for labour or installation costs.
- 9.4 Our total liability for any claim relating to Goods is limited to the price you paid for those Goods.
- 9.5 You indemnify us against any loss, claim or cost arising from incorrect installation, misuse, breach of these terms, or any statement about the Goods that goes beyond our published specifications.

## **10. Branding, resale pricing and confidentiality**

- 10.1 You may use the Sogen Energy, SOK and Energy Hub names, logos and product images to promote the Goods, following any brand guidelines we provide. You must not suggest you are Sogen, or that we endorse anything beyond the Goods.
- 10.2 You set your own resale prices. Any recommended retail price we publish is a guide only.

**10.3** Trade pricing, portal access, and any non-public product or business information we share with you are confidential. Do not share your login or our trade prices with anyone outside your business.

**10.4** Marketing claims about the Goods must match our published specifications.

## **11. Termination, disputes and general**

**11.1** Either of us may close the reseller account with 30 days' written notice. We may suspend or close it immediately if you breach these terms, fail to pay on time, or become insolvent.

**11.2** Closing the account does not affect amounts owing, our ownership and PPSA rights, or any clause meant to continue after termination.

**11.3** If a dispute comes up, we will first try to sort it out by talking directly. If that does not resolve it within 20 business days, either of us may refer it to mediation before going to court.

**11.4** We are not liable for delays or failures caused by events outside our reasonable control, such as supply chain or shipping disruption, natural disasters, or changes in law.

**11.5** These terms are governed by New Zealand law, and the New Zealand courts have jurisdiction.

**11.6** If any part of these terms is unenforceable, the rest still applies.

## **12. Acceptance**

By signing below, ticking to accept these terms when setting up your account, or placing an order, you confirm you are authorised to bind the Reseller, that the information in this application is true, and that the Reseller agrees to these Terms of Trade.

|                               |  |
|-------------------------------|--|
| <b>Business name</b>          |  |
| <b>NZBN</b>                   |  |
| <b>Name of person signing</b> |  |
| <b>Role</b>                   |  |
| <b>Signature</b>              |  |
| <b>Date</b>                   |  |

### **Personal guarantee (credit accounts for companies)**

In return for Sogen Energy Ltd supplying Goods on credit to the Reseller, I personally guarantee payment of all amounts the Reseller owes Sogen Energy Ltd, and agree to these Terms of Trade as if I were the Reseller.

|                                    |  |
|------------------------------------|--|
| <b>Guarantor full name</b>         |  |
| <b>Residential address</b>         |  |
| <b>Signature</b>                   |  |
| <b>Witness name and occupation</b> |  |
| <b>Witness signature</b>           |  |
| <b>Date</b>                        |  |

### Office use only

|                               |  |
|-------------------------------|--|
| Approved by                   |  |
| Account type and credit limit |  |
| PPSR registered (date)        |  |
| Portal access sent (date)     |  |