

AGENT BUYERS AGREEMENT

Made the _____ day of _____, 2007

Between **ALICIA CHRISTINE BARRY** (“**Alicia**” OF “**AB**”) of **Spontaneous Flowers** (“**Agent**”)

AND

(Customer)

It is agreed that:-

- a) From time to time the Customer will engage the “agent” to buy flowers on their behalf from Christensen Flower Auction. The “buyer” understands that their dealings will be with the agent and that agent will deal with CFA.
- b) The buyer acknowledges that it is a registered buyer with Christensen Flower Auction and that all buyer registration forms have been completed and signed in full and returned to Christensen Flower Auction directly, not via the agent.
- c) Whilst the buyer is a customer of CFA, if the purchase is made utilizing an agent and discussion or correspondence with relation to any such purchases must be directed to the agent doing the purchasing, not to CFA.
- d) The customer will either ring or fax through the order by latest 4am on the day they would like the order purchased.
- e) The customer agrees to pay the buyer a percentage of the total flower value per invoice known as the “flower agent fee” and also any sundry charges. The buyer agrees to these charges being added to the CFA invoice under the sundries area and understands that any such fees will be collected via the CFA invoice and that some or all of these collected fees may be paid to the agent.

The fees and charges are:

The flower agent fee is: **12.5%** of total flower value purchased.
Packing Fee: **\$5** Per Box
Process Fee: **2.75%** this will also cover credit card transaction fees
Courier Fee: (Not able to be ascertained at this time. Whatever is charged by the relevant courier company that is used. If the agent delivers themselves a delivery fee of _____ will apply)

The amount of any of these fees can be varied as long as there is agreement between both the buyer and the agent. Verbal agreement is fine to vary these amounts.

The process fee is set by CFA and if varied the buyer acknowledges acceptance of this variance with out dispute. The agent will communicate any such changes to this fee to the buyer. It is noted that this fee has not increased over the past 36 months.

- f) The buyer and the agent understand that CFA operates an auction and that it is governed by QLD State law administered by the Office of State Revenue. These laws are relevant to the trust account that CFA operates on behalf of its suppliers. With this in mind the buyer acknowledges that:-
- g) All purchases made, whether personally by the buyer or on the buyer's behalf by the agent will be paid for prior to the flowers leaving CFA premises. In some cases dispatch will occur before payment may have been collected but the buyer warrants that it will not deem this to be a granting of credit and will guarantee that the invoice total amount is paid for prior to 10am on the day of purchases. CFA accepts Visa, Mastercard and Bankcard as methods of payment. No Cheques or Direct Deposit will be accepted.
- h) It is the buyer's responsibility to ensure that payment is received on time. CFA does hold credit card numbers on behalf of clients to be treated as a phone payment. If the buyer would like their credit card details held a Credit Card Authority form will have to be completed and faxed to CFA. These numbers are held in the safe when not being processed.
- i) There are financial penalties in place for late payments. The current amount that may be charged at CFA discretion for late payment is \$20 per day per outstanding invoice. Note: there is no facility for credit to be extended due to auction laws and the buyer acknowledges that even if late payment fees are charged it will not take this as the extending of a credit facility.
- j) If there is a situation arising where the buyer is not happy with flowers purchased on their behalf all communication with relation to credit requests etc will be made in writing by fax addressed to the agent. The buyer further realizes that because the agent purchases on its behalf any such credit claim shall be between the buyer and the agent and not between the buyer and CFA.
- k) All courier/freight issues are the responsibility of the customer and the respective courier/freight provider even if the agent of CFA or both has assisted with organization of the shipment of the goods.

Signed on behalf of the buyer: _____ Date: _____

Signed on behalf of the Agent: _____ Date: _____