

**Account Application Form**

Please complete form in its entirety and print clearly. Failure to complete all details may mean your account cannot be opened.

COMPANY INFORMATION		
Company / Business Name:		
Trading as:		
Business Type:	Company Website:	
Postal Address:		Post Code:
Physical Address:		Post Code:
Contact Person:		
Position:		Phone:
Email (Contact Person):		Mobile:
Email (Invoices):		Fax:

If a company, the personal guarantee on the last page must be completed and signed

OWNERSHIP AND FINANCIAL INFORMATION		
Please insert Owner(s)/Directors Name(s) in full:		
(1) Name:		Phone:
Address:		
		Post Code:
Mobile:	D.O.B:	
(2) Name:		Phone:
Address:		
		Post Code:
Mobile:	D.O.B:	
If Limited Liability Company:		
Address of Registered Office:		
Date of Incorporation:	Registration Number:	
Accountant:		
Solicitor:		
Bank:	Branch:	
Account Number:		
Requested Credit Limit:	Approximate Monthly Spend:	

TRADE REFERENCES		
Company Name:		
Address:		
Contact Name:		Phone:
Company Name:		
Address:		
Contact Name:		Phone:

**Note:** Utility companies are not acceptable as Trade References (i.e. power, water, electricity and rates)

**DECLARATION AND DISCLOSURE**  
 I/We understand that Advance retains full ownership of all goods purchased by me/us until such time as the invoice relating to those goods has been paid in full. The Buyer agrees to adhere to the terms and conditions of this agreement/application.

I/we irrevocably authorise any person/company or credit reference agency to provide you with such information as you may require in response to your credit and/or employment enquires. I/we further authorise you to furnish to any third party, details of this application and any subsequent dealings that I/we may have with you as a result of this application being actioned by you.

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf. I/We warrant to Advance that the information is to the best of my/our knowledge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Buyer. I/We am/are also signing this application from in my/our personal capacity.

Signed: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

**Please return completed form to Advance. PO Box 12 642, Penrose, Auckland 1642 | Phone: 09 525 3792 | Fax: 09 525 387**

OFFICE USE ONLY		
Approved:	Account Code:	Date:
Account Manager:	Area:	

# TERMS AND CONDITIONS

## 1. Interpretation

1.1 Interpretation in this agreement and in any contract of supply to which this agreement applies:

1.2 "Advance" means Advance International Cleaning Systems (NZ) Ltd together with the Advance's staff, agents and people acting on behalf of.

1.3 "Buyer" means the buyer, any person acting on behalf of and with the authority of the Buyer, or any person purchasing products and services from Advance.

1.4 "Advance Invoice" means the delivery docket and/or tax invoice used by the Advance.

If there is a conflict between the Advance Invoice and tax invoice, the tax invoice prevails.

1.5 "Terms & Conditions" means the terms and conditions of sale of Advance specified herein.

1.6 All headings are provided for convenience only and shall have no effect on the interpretation of this agreement.

## 2. Payment

2.1. In the event of Advance granting Credit facilities to the Buyer then the following terms apply:

2.1.1. Payment for Goods shall be made in full on or before the 20th day of the month following the date of invoice unless duly agreed by the Managing Director in writing. In the case of Machinery sales payment is due in full seven (7) days after invoice date.

2.1.2. Should the Buyer default in the payment of any monies due to Advance these shall immediately become due and payable. Monies shall be paid by the Buyer within seven (7) days of the date of demand

2.1.3. Advance is entitled to charge default interest on all amounts not paid by the due date. Default interest will be calculated on a daily basis from the due date for payment until the date Advance receives payment at such rate plus GST. Interest rate may be determined by, but not exceeding the Rate charged to Advance by its principal banker from time to time on overdrafts. The charging of interest does not imply the granting of extension of credit.

2.1.4. Any expenses, costs or disbursements incurred by Advance in recovering any outstanding monies including debt collection agency fees or legal fees, shall be recoverable from the Buyer.

2.1.5. Advance reserve the right to withdraw credit facilities at any time without notice.

2.1.6. Advance may apply any payments received from or on behalf of the Buyer in reduction of the amount owing in such order and manner Advance thinks fit.

2.2. All other purchases are on a "full payment before delivery" basis.

2.3 Time for payment is of the essence. If the Buyer fails to make any payment on the due date then without prejudice to any of the Advance's other rights Advance may:

2.3.1. Suspend or cancel all deliveries of goods and/or services to the Buyer without notice and / or treat this agreement as repudiated by the Buyer; and/or

2.3.2. Appropriate any payment made by the buyer to such of the goods and/or services (or goods and/or services supplied under any other agreement with the Buyer) as time Advance may in time Advance's sole discretion think fit. Advance may at its sole discretion apply payments made by the Buyer first in payment of default interest and secondly in reduction of invoiced amounts. Advance is entitled to recover from the Buyer any discount given to the Buyer for any goods for which the Buyer is in default.

2.3.3 Events of default for the purposes of section 109 of The Personal Property Securities Act include: failure to pay amounts due, failure of the Buyer to comply with any other obligation owed to Advance, or in the Advance's opinion the

Buyer is likely to be unable to meet its obligations to Advance, or the Buyer becomes insolvent or has a receiver appointed in respect of all or some of the Buyer's assets, or makes or is likely to make an arrangement with time Buyer's creditors or has a Liquidators (provisional or otherwise) appointed or is placed under statutory management.

2.3.4 In the event of a default, all amounts outstanding under all of the then current contracts between the Buyer and Advance will, whether or not due for payment, immediately become due and payable.

## 3. Price

3.1. Where no price is stated in writing, the goods shall be deemed to be sold at the current prevailing prices as such goods are sold by Advance.

3.2. The price may be increased by the amount of any reasonable increase in the cost of supply of the goods that is beyond the control of Advance between the date of the contract and the delivery of goods. All prices exclude GST and Freight.

3.3. Possession of any price list does not constitute the right to purchase at that rate.

3.4 All prices exclude GST and other taxes: GST and taxes are additional to the price and must be paid by the Buyer.

3.5 The price shall be the price of Advance current at the date of the delivery of the goods. Advance may alter any prices without notice and the purchase price of the goods payable by the Buyer may be different from the price quoted, or the price current when time goods were ordered. Quoted prices may not be assumed to apply to variations.

3.6 All sums due from the Buyer to Advance that are not paid on the due date (without prejudice to the rights of the Principal under this Agreement) will bear interest from day to day at the annual rate of 12 % charged at 1.00% flat per month or part thereof. The Buyer must pay all amounts due without deduction or setoff.

3.7 The Buyer indemnifies Advance for full solicitor/ client and other recovery costs relating to any default of the Buyer under this agreement.

## 4. Orders

4.1. All orders for the purchase of goods shall be subject to acceptance by Advance. Advance reserve the right to cancel any order or remaining part thereof or to suspend delivery to the Buyer, if the Buyer is overdue with any payment, becomes insolvent or unable to pay its debts in the ordinary course of business, or suffers or permits a receiver or manager to be appointed in respect of any assets or undertaking of the Buyer or suffers an order to be made or a resolution to be passed for the winding up or liquidation of the Buyer or (being an individual) becomes bankrupt. Advance reserves the right to vary or withdraw the credit limit of the Buyer at any time in its absolute discretion.

## 5. Special Orders

5.1. Special orders or standard orders modified to a Buyer's specification CAN NOT be returned.

## 6. Goods and Services Tax

6.1. Goods and services tax is to be paid at the current rate by the Buyer in addition to the prices quoted or referred to, except where a legally verifiable exemption or zero rating can be applied.

## 7. Freight Policy:

7.1. All orders to the value of \$250 (excl GST) and over will be sent freight paid and free into store. For orders under \$250 (excl GST) freight will be to the Buyer care and charged to the Buyer unless other agreements have been made prior to the order being placed. For Dealers, and Resellers, all orders to the Value of \$400 (excl GST) and over will be sent freight free into store.

## 8. Passing of Risk and Transfer of Title

8.1 The goods remain at Advance risk until the delivery to the Buyer, but when title passes to the Buyer the goods are at the Buyer's risk whether delivery has been made or not. Where delivery has been delayed through the fault of either Buyer or Advance the goods are at the risk of the party in fault as regards any loss which might not have occurred but for such fault.

8.2 If the goods are ascertained and in a deliverable state, or if the goods are not yet ascertained nor in a deliverable state when the goods are ascertained and delivered, the title in the goods then passes to the Buyer when the goods are delivered to the Buyer.

8.3 The Buyer shall be responsible for the safe-handling and storage of the goods and compliance with all relevant statutes and regulations, from the time of delivery.

8.4. The Buyer indemnifies Advance, and Advance excludes all liability or responsibility whatsoever, for any discharge, omission or escape of goods or damage caused by the goods after the time of delivery.

## 9. Place and Manner of Delivery of Goods

9.1. Subject to the Advance Invoice:

9.1.1. It is for the Buyer to forthwith take possession of goods and not for Advance to send them to the Buyer.

9.2.2. Delivery shall be at the place of business of the Advance. Delivery is deemed complete when the goods are available for collection from Advance premises on the agreed delivery date. If no delivery date has been agreed, then delivery is deemed complete when the goods are available for collection from the Advance's premises. If the specific goods are in some other place than the place of business of the Advance then that place is the place of delivery. Where under this agreement Advance is bound to send the goods to the Buyer, Advance is bound to send them within a reasonable time.

9.2.3. When the goods at the date of this agreement are in possession of a third person there is no delivery by Advance to Buyer unless and until such third person acknowledge to the Buyer that the goods are being held on behalf of the Buyer subject to the issue or transfer by Advance of documents of title to the goods.

9.2.4. The taking of possession or demand for or tender of delivery shall be treated as ineffectual unless made during the normal business hours of Advance and Buyer.

9.2.5. The expenses of and incidental to putting the goods into a deliverable state for transit shall be borne by the Buyer.

## 10. Delivery of Goods to Carrier

10.1. Subject to the Advance Invoice, the Buyer is responsible for arranging the carriage of the goods from Advance's premises to the Buyer's premises. Where Advance agrees to send the goods to the Buyer then:

10.1.1. Delivery of the goods to the Buyer is deemed to be the earlier of delivery pursuant to clause 8.1) herein, or delivery of the goods to a carrier, either named by the Buyer or failing such naming to a carrier at the discretion of Advance for the purpose of transmission to the Buyer.

10.1.2. Unless the Buyer requires in writing otherwise, Advance shall make such contract with the carrier's risk within the meaning of the Carriage of Goods Act 1979.

10.1.3. Advance shall not be responsible to take steps to insure goods during carrying against loss due to any cause or deterioration.

10.1.4. If Advance shall arrange for carriage of the goods to the Buyer's address, the cost of carriage and reasonable insurance shall be reimbursed by the Buyer without any set off or other withholding whatever and shall be due on the date of

payment of the price. The carrier shall be deemed to be the Buyer's agent.

10.1.5. Where there is no arrangement that Advance shall send the goods to the Buyer, delivery to a carrier at a limited carrier's risk at the expense of the Buyer is deemed to be delivery to the Buyer.

## 11. Installment

11.1. Subject to the Advance Invoice:

11.1.1. Advance may make part delivery of any order and each such part delivery shall constitute a separate contract of supply.

11.1.2. Where it is agreed that Advance shall deliver goods by stated instalment which are to be separated paid for then if the Advance makes defective deliveries in respect of an instalment of the Buyer refuses to take delivery of any part of an instalment, then Advance may treat the breach as a severable breach. The Buyer may not treat the whole contract as repudiated.

## 12. Delivery: Wrong Quantity, Defects, Damage, Loss or Non-Delivery

12.1. Subject to the Advance Invoice, where Advance delivers to the Buyer the goods Advance agreed to sell mixed with goods of a different description from that ordered the Buyer may accept the goods which are in accordance with this agreement and reject the rest or the Buyer may reject the whole.

12.2. The Buyer shall inspect the goods upon delivery and shall within thirty six (36) hours of delivery notify (quoting invoice number and date of receipt of goods) Advance in writing of any alleged defect, shortage in quantity, damage or failure to comply with description or sample. The Buyer shall afford Advance an opportunity to inspect the goods shall be conclusively presumed to be in accordance with the agreement and free from any defect or damage which would be apparent on a reasonable examination of the goods and the Buyer shall be deemed to signify receipt of the quantity of goods indicated on the advice sheet.

12.3. Any credits sought for goods returned under Advance discretion and:

12.3.1. The goods must be returned by the Buyer within thirty six (36) hours of receipt of goods;

12.3.2. The Buyer shall bear all cost of return freight and the goods must be received by Advance free from freight charges.

12.3.3. The goods must be in unused, as new and good saleable condition in the manufacturer's or supplier's original containers, unsoiled and undamaged.

12.3.4. The goods must be accompanied by documents showing purchasing order number, invoice number and date of purchase.

12.4. Advance shall not be liable for any loss or damage whatever due to failure by Advance to deliver the goods (or any item) promptly or at all. Any agreed delivery date is an estimate only. Notwithstanding that Advance may have been delayed or failed to deliver the goods (or any of them) promptly or by the agreed delivery date, the Buyer shall be bound to accept delivery and to pay for the goods in full.

12.5. The Buyer must notify Advance of any query the Buyer has relating to the tax invoice Within thirty six (36) hours of receipt of tax invoice by the Buyer at the Buyer's postal address. If the Buyer fails to comply with these provisions then the tax invoice shall be conclusively presumed to be correct.

12.6. Advance is not liable for any shortages or damage of goods where the goods are left on Advance premises unattended following delivery, or on the Buyer's premises following transmission to the Buyer.

12.7. In the absence of a proven defect in the Advance system of weighing, the weight of goods sold shall be the last weight determined by Advance's system of weighing prior to delivery.

12.8. Unless the error has been made by Advance, or good supplied are defective, no goods returned will be accepted without prior approval.

12.9. Title to these goods will be transferred when paid for in full.

12.10. Notification outside of this period – Thirty Six (36) hours could jeopardise any claim.

12.11. Claims may be subject to a restocking charge.

### **13. Lien**

13.1. Where Advance has not received or been tendered the whole of the price for goods (or work or services done upon the goods), or where a bill of exchange or other negotiable instrument or the like has been dishonoured, Advance shall have the rights that include:

13.1.1. A lien on the goods;

13.1.2. The right to retain them for the price while Advance is in possession of them;

13.1.3. A right to stopping the goods in transit whether or not delivery has been made or ownership has passed;

13.1.4. A right of resale; and

13.1.5. The foregoing right of disposal.

13.2. Provided that the lien of Advance shall continue despite the commencement of proceedings or judgement for the price having been obtained.

### **14. Unpaid Advance's Rights of Disposal**

14.1. In the event that:

14.1.1. Advance retains possession or control of the goods; and

14.1.2. Payment of the price of the goods (or work or services done upon the goods), or any goods, ordered from Advance are due to Advance; and

14.1.3. Advance has made demand in writing of the Buyer for payment of the price in terms of this agreement; and

14.1.4. Advance has not received the price of the goods,

14.2. Then, whether the property in the goods has passed to the Buyer or has remained with Advance, Advance may dispose of any goods any may claim from the Buyer the loss to Advance on such disposal,

14.3. Advance reserves the foregoing right of disposal of the goods until the price is received by Advance,

14.4. Where the goods are shipped and by the bill of lading the goods are deliverable to the order of Advance or Advance's agent, Advance reserve the right of disposal.

### **15. Sale Not Rescinded By Obligation of Buyer to Pay Despite Lien or Stoppage in Transit**

15.1. Subject to this agreement the Buyer's obligation to pay the price is not discharged by the mere exercise of unpaid Advance of the right of lien or retention or stoppage in transit or sale of the goods or part of them.

15.2. A transferee acquires a good title as against the Buyer where an unpaid Advance has exercised the right of lien or retention or stoppage in transit and resells the goods.

15.3. Where the goods of a perishable nature, or where the unpaid Advance gives reasonable notice to the Buyer of the intention to resell, and the Buyer does not within a reasonable time pay or tender the price, then unpaid Advance may resell the goods and recover from the Buyer damages for any loss.

15.4. The sale by Advance in terms of the lien or stoppage in transit or rights of resale for non-payment are always without prejudice to any claim Advance may have or loss, and Advance may claim from the Buyer for any other loss after payment of all expenses, directly or indirectly resulting from the breach of this agreement by the Buyer.

### **16. Caution/Warnings**

16.1. Please read and follow the directions found on the labels and elsewhere for the products we sell. Some items are hazardous if used improperly. Safety sheets are available on all products in compliance with current legislation.

### **17. Title and Security (Personal Property Securities Act 1999)**

17.1. Title in any goods supplied by Advance passes to the Buyer only when the Buyer has made payment in full for all the

all goods provided by Advance.

17.2. The Buyer confirms that until title in the goods supplied is passed to it, the Buyer will hold the goods for and on behalf of the supplier as Bailee and will store them in a way that makes it clear that they are the property of the Advance. The Buyer must not remove or destroy any means of identification of the goods.

17.3. Unless Advance advises the Buyer otherwise, the Buyer may resell the goods before title to them passes to the Buyer but only by way of genuine sale in the ordinary course of its business.

17.4. If the goods are attached, fixed or incorporated into any property of the Buyer, by way of any manufacturing or assembly process by the Buyer or any third party, title in the goods shall remain with Advance until the Buyer has made payment for all goods.

17.5. Until title in all the goods supplied by Advance passes to the Buyer, Advance reserves the right to enter the Buyer's premises (or the premises of an associated company or agent where the goods are located) at any time without notice of liability for trespass or any resulting damage and retake possession of the goods.

### **18. Warranty**

18.1. Manufacturer's warranty applies where applicable.

### **19. General**

19.1. Advance reserves the right to vary the Terms and Conditions by written notice to the Buyer whereupon such variations will thereafter apply to subsequently supplied goods.

19.2. Subject to Advance's Invoice which incorporate by references the Terms and Conditions contained herein, where the Terms and Conditions are at variance with any other documents relating to the order of the goods specified herein (including a Buyer's order form), the Terms and Conditions shall prevail. Any usage of trade, special agreement, or course of dealing between the parties at variance with the terms of this agreement are excluded.

19.3. If any term of this agreement is illegal, invalid or unenforceable for any reason whatsoever including, but without limitation, legislation or other provision having the force of law or any decision of any court or other body or authority having jurisdiction, such terms will be deemed to be deleted from this agreement on condition that if either party considers that any such deletion substantially alters the commercial basis of this agreement it may give notice in writing to the other to terminate this agreement immediately.

19.4. Any notice, document, request, demand or other communication ("notices") to be given for the purposes of this agreement must be in writing. Advance may give written by email Time is of the essence.

19.5. Advance may also delay delivery due to force majeure conditions including an act of God, fire, act of government, or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the control of Advance.

19.6. The law of New Zealand including the Sale of Goods Act 1908 and its amendments shall apply to this agreement except to the extent expressly negated or varied by this agreement.

19.7. If Advance grants the Buyer any time, release or other indulgence, Advance reserves the right to later enforce that obligation or any other term or condition.

### **20. Privacy**

20.1. The Buyer authorizes and directs Advance to seek and obtain from the supply any information concerning the credit or business standing of the Buyer to any other person whether trader, merchant, firm, organization, company, or any agency of source whatever including any credit agency or association or the like and directs any such person to supply or receive and record such information to and from Advance. While the Buyer

continues to be a customer or an amount is due from the Buyer to Advance, Advance is authorized to obtain repeat credit checks from time to time.

**21. Consumer Guarantees Act 1993**

21.1. The products are supplied to the Buyer for the purpose of a business and the parties agree that the Consumer Guarantees Act 1993 shall not apply to the provision of the products or the terms and conditions upon which the products are supplied to the Buyer.

21.2. Notwithstanding clause 21.1 above, where products are supplied to a Buyer other than for the purpose of a business, then nothing in these Terms and Conditions shall limit any rights, powers and remedies that a Buyer may have under the Consumer Guarantees Act 1993

**22. Consequential Damages and Exclusion of Liability**

22.1. Advance shall not be liable for any special or consequential damages arising from any breach of its obligations under this agreement, and Advance's liability under this agreement shall be limited, at the option of Advance, to the replacement of the products or the supply of equivalent products or the payment of the cost of replacing the products.

22.2. All terms, conditions and warranties (whether implied or made expressly) whether by Advance or its agents or employees or otherwise relating to the quality and/or fitness for purpose of the goods and/or services or any of the goods and/or services are excluded.

22.3. Advance shall be under no liability whatsoever (whether direct, indirect or loss of profit) to the Buyer for any loss, damage, liability or injury suffered by the Buyer arising out of a breach by Advance of this agreement.

22.4. Where the goods and/or services or any of them are subject to an express warranty given by the manufacturer thereof or the parties supplying the same to Advance in either case being a warranty upon which Advance relies, then the terms of such express warranty shall be deemed to be incorporated herein but without creating any privity of contract between the Buyer and such manufacturers or

supplier to Advance and in such case where a claim is made by the Buyer under such warranty the judgement of the manufacturer or supplier as the case may be, as to whether or not there has been a breach of the said warranty shall be final and binding upon Advance and the Buyer.

22.5. If goods are used by unqualified tradesmen, or fitted in an un-tradesman like manner, or adapted to a use to which they are not specifically intended, or added to components not recommended or approved by the manufacturer, then the Advance excludes any liability whatsoever.

**23. Resolution of Disputes**

23.1. Consumer arbitration agreement:

23.1.1 This agreement contains an arbitration agreement.

23.1.2 You, if purchasing as a consumer as defined in the Arbitration Act 1996, certify that: having read and understood the arbitration agreement, and the variation of the default rules in the 2<sup>nd</sup> Schedule to the Arbitration Act 1996, you agreed to be bound by the arbitration agreement.

23.2 If the parties are unable to resolve any question, dispute of difference arising under this agreement, by discussion and negotiation, the dispute must be submitted to the arbitration of a single arbitrator agreed on between the parties, or default of agreement, to be nominated by the president of the New Zealand Law Society PROVIDED HOWEVER that Advance has the right to refer any dispute to the Dispute Tribunal for determination in which case the total amount in respect of which an order of the Tribunal is sought will not exceed \$7,500.00

**GUARANTEE AND INDEMNITY**

I / We \_\_\_\_\_ of \_\_\_\_\_ (Guarantors)  
(Personal / Individual Name of Guarantor(s)) (Home Address)

1. Request you supply from time to time the goods to the Buyer in accordance with the above terms and in consideration of your doing so and continuing to do so whenever requested by the Buyer. I/We do personally guarantee to the company:
  - (a) The due and punctual payment to the company by the Buyer of all monies owing from time to time.
  - (b) Payment of all costs, charges and expenses (legal or otherwise) which the company may incur, sustain, make or be liable to pay in connection with any recovery or attempt recovery of any monies due or any part thereof from the Buyer, me/us or any other person, any enforcement or protection of this guarantee and indemnity and any exercise or attempted exercise of any right power, authority or remedy conferred upon the company by this guarantee and indemnity or by law.
  - (c) Payment of interest on all monies due as shall from time to time be owing or payable or remain unpaid and such interest shall accrue from day to day and shall be computed from the date or respective date of such monies becoming due until the date all such monies are paid in full.
2. This guarantee and indemnity is a continuing one and shall be in full force and effect and irrevocable until the company releases the guarantor in writing.
3. I/We agree that my/our liability shall continue notwithstanding any indulgence, delay, waiver, forbearance to sue or any other concession which the company may grant to the Buyer, or any arrangement between the company and the Buyer or any refusal (without notice to me/us) by the company to supply goods to the Buyer, or to extend further credit to the Buyer and notwithstanding that I/we may cease to be a shareholder, director or officer to the Buyer and notwithstanding any change in the legal status or constitution of the Buyer.
4. I/We shall agree that my/our liability shall continue notwithstanding the release of any obligation or liability of the Buyer or of any other guarantor of the company by the company and notwithstanding any variation of the above terms.
5. I/We agree I/We will not in any way compete with the company for any dividence or distribution in the event of the bankruptcy or liquidation of the Buyer.
6. I/we declare that the company shall be at liberty to act as if I/we were the principal debtor and I/we waive any rights, which may be at any time inconsistent with any provisions of this guarantee and indemnity or the above terms.

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_  
(Full name and signature of Guarantor(s))

Date: \_\_\_\_\_

D.O.B.: \_\_\_\_\_

Witness: \_\_\_\_\_

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

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