

CREDIT APPLICATION FORM .

PLEASE PRINT CLEARLY

NAUHRIA PRECAST LTD
39, HOBILL AVENUE, MANUKAU
PO BOX 62-120, SYLVIA PARK
AUCKLAND, NEW ZEALAND
PHONE 09-262 1065
FAX 09-262 1062

Terms and Conditions of Trade

- Payment for the purchase is strictly due on the 20th of the following month in which the goods were delivered
- Interest is payable on overdue accounts at a rate of 2% per month
- All claims with respect to purchases must be lodged in writing and within 7 days of delivery of the goods
- Goods returned for credit must be accompanied by the related Invoice and Packing Slip
- Goods are packed in accordance with normal trade practices and the risk passes to the Buyer when the Goods leave our Factory regardless of whether the Goods are dispatched by our Trucks or Third Party Trucks. Regardless of Insurance arrangements, payments must still be made by the due date in the event of loss or damage
- If for any reason we consider that the Customer may be unable to meet its payment obligations, we shall be entitled to demand payment of part or all of such amounts due before further delivery of Goods are made
- Ownership of the Goods remain with us until full payment is made regardless of where the Goods is stored
- Relevance to the Construction Contracts Act 2002 should be noted and adhered to.

Account Name _____

Company Number _____ Date of Incorporation _____

Paid up Capital _____ IRD No _____

Contact Person _____ Phone _____

Email _____ Fax No _____

Anticipated Value of Monthly Purchase _____

Trading Address _____

Postal Address _____

I/We have read and understood the Terms and Conditions of Trade set out above and hereby irrevocably accept, confirm and agree to them.

I/We agree that failure to pay for the Goods by the due date shall entitle you to charge interest at a rate of 2% per month on the overdue amount.

I/We further agree to pay all collection costs and any legal fees that may be incurred in respect of the overdue amount.

I/We hereby authorize you to collect any such information or perform any credit check from time to time that you may require to approve and continue this Credit Application.

I/We hereby authorize you to furnish to any third party details of this application and any subsequent dealings from time to time that I/we may have with you as a result of this application being processed by you.

I/We solemnly confirmed that all information provided (including the attachment) in respect of this Credit Application is true and that I/we are authorized to enter into this Agreement.

Name of Director _____ Signature _____ Date _____

Witness Name _____ Signature _____

Date _____

SECTION A

PLEASE PRINT CLEARLY

Attachment of Credit Application Form .

Further Information

Account Name _____

Name of Managing Director _____

Name of Executive Director _____

Nature of Business _____

Years of Trading Under Present Owners _____

Trade References

1) Name _____ Phone _____

Address _____

2) Name _____ Phone _____

Address _____

3) Name _____ Phone _____

Address _____

For Office Use Only:

Account Category:

- Commercial
- Civil / Infrastructure
- Residential
- Other
- Developers

Credit Terms Requested:

Cash before delivery
Credit - 20th of Month

Initial Order Value \$ _____ .

Requested By: _____

Approved | Declined

By : _____

Credit Limit :

\$ _____

SECTION B

PERSONAL GUARANTEE & INDEMNITY

I/We understand and accept responsibility to obtain any legal advice deemed necessary prior to signing this form.

TO “NAUHRIA PRECAST LIMITED” and its successors and assigns (“the Supplier”)

IN CONSIDERATION of you at our request supplying and/or already supplied or hiring and/or already hired goods to:

(Full Company or Trust name) _____ (“ the Customer”)

I/We jointly and severally agree as follows:

(Name and home address of guarantor(s) – person (s) giving guarantee)

Name _____ Name _____

Date of Birth: _____ Date of Birth: _____

Address _____ Address _____

1. GUARANTEE the due and punctual payment of all moneys, in the manner and at the times agreed upon between you and the “Customer”, that are already due retrospectively or become due in the future, for goods and services supplied or hired from the “Supplier” for the “Customer”:
2. ACKNOWLEDGE that this guarantee is a continuing guarantee for all debts contracted by the “Customer” with the “Supplier” and shall continue in force even if the Customer’s account with the “Supplier” is from time to time in credit:
3. FURTHER ACKNOWLEDGE that:
 - (a) This Guarantee is a continuing guarantee and will be irrevocable and remain in full force and effect until the “Supplier” grants a written release from joint or several liability under this Guarantee: and
 - (b) You can look to me/us for payment as though I/we were the “Buyer” and our relationship with you was that of a principal debtor: and
 - (c) I/We agree to be bound and will not be released of liability by any concession or indulgence which you may make to the “Customer”, such as the granting of time, any other act, matter, circumstance or law whereby this provision could operate to release me/us from this guarantee: and
 - (d) I/We acknowledge that this Guarantee is in addition to, and not in substitution for, any other security or rights which you may presently have or may subsequently acquire and this Guarantee may be enforced against each of us without having recourse to any such security or rights and without making demand or taking proceedings against the “Customer” or the others: and
 - (e) This guarantee shall not be terminated by my/our death, bankruptcy, termination of my/our relationship with the “Customer” or the liquidation, receivership or statutory management of the “Customer”.
 - (f) I/We also hereby agree, independently of the foregoing guarantee, to indemnify you against all loss, cost and other expenses which you may suffer or incur as a result of any failure by the Customer to make due and punctual payment of those amounts mentioned in clause 1, whether or not the liability of the Customer is or has become void or unenforceable for any reason and whether or not the foregoing guarantee shall be void or unenforceable against us for any reason

DATED this _____ day of _____ year _____

SIGNED by: _____
(Signature of person giving guarantee)

SIGNED by: _____
(Signature of person giving guarantee)

In the presence of: _____
(Signature of Witness)

Full Name of Witness

*The ‘Guarantor’ is the person providing this personal guarantee that all obligations will be complied with:
 Where it is a company it should preferably be company directors of the said company.
 Where application is in the name of a Trust, all trustees must complete the Guarantee.
 The Guarantor consents to the Applicant signing the Suppliers terms and conditions and that its existing guarantee remains in full force and effect unless replaced with any new form of guarantee.
 I authorize the Supplier to obtain at any time from any person or entity, including but not limited to any credit reporting agency or references given in any application, any information the Supplier may require to process and/or accept any application for credit I may make to the Supplier (including, but not limited to, this application) or to perform or complete any of the other purposes for which I have provided Personal Information to the Seller. I authorise any such person to release to the Supplier any Personal Information that person holds concerning me.
 This consent is given in accordance with the Privacy Act 1993.*