

CREDIT APPLICATION FORM



Applicants Full Legal Name (i.e not trading)

Name:

- Registered Company Sole Trader Trust
 Incorporated Society Partnership

Date of Incorporation Incorporation No

Trading as

Postal Address

Physical Address

.....

E-mail

Years in Business

Telephone Fax..... Mobile

Contact Name and Position

Ownership (please insert owners/directors name/s in full)

Owner/Director

Address

Date of Birth Private Phone Mobile

Owner/Director

Address

Date of Birth Private Phone Mobile

Trade References:
(Please give telephone number and City)

Name Phone

Name Phone

Our Bank Account details for Direct Credit
Mackley Carriers (2008) Limited, BNZ Christchurch 02-0828-0053276-00

Do you require order numbers for invoicing Y/N

Contact for Order Numbers:

Phone number for Contact:

TERMS:

1 Terms of contract

Any Goods/Services provided by us to you shall be subject to these Terms unless we agree in writing to change them. If you accept Goods/Services from us, that action will be deemed to be acceptance of these Terms, despite anything that may be stated to the contrary in your enquiries or your order.

2 Price

- 2.1 The price for Goods/Services will be either as quoted to you in writing or, if not written quotation is provided, as set out in our standard price list applying at the time of delivery.
- 2.2 Despite clause 2.1 above, unless otherwise agreed in writing, any quoted price may be altered before delivery of Goods/Services to you, if our costs fluctuate (materially) after the date of quotation. Further, quoted prices only apply to the total quantities and delivery dates specified in the quotation.
- 2.3 We may withdraw a quotation before it is accepted and, in any event, a quotation will lapse, without notice, (30) days after it is given.
- 2.4 Unless otherwise agreed in writing, all prices are exclusive of packaging, freight, insurance and delivery charges and Goods and Services Tax and other government duties, levies or Taxes in respect of the Goods. These will be charged at the rates applying at the time of delivery.

3 Payment

- 3.1 Unless we have agreed in writing to extend credit to you, you must pay for Goods/Services in full before delivery.
- 3.2 Where we have agreed to extend credit to you, you must pay for Goods/Services in full, without deduction or set off, by the 20th day of the month following the date of invoice. Your payment is made only when funds have fully cleared through the bank system into our bank account.
- 3.3 If full payment for the Goods/Services is not made by the due date, then without prejudice to any other rights or remedies available to us:
 - (a) we may cancel or suspend the delivery of further Goods/Services;
 - (b) we may charge interest on overdue monies on a daily basis at (5)% per annum above the current overdraft rate charged by our bankers at that time, and interest shall continue to accrue both before and after judgement;
 - (c) you will be responsible for all costs (including legal costs on a solicitor/client basis) incurred by us in recovering such monies; and
 - (d) (any discount offered to you will be deemed to be withdrawn, and you will be liable for the full invoice price.)
- 3.4 We may accept and apply payments from you in respect of any indebtedness, and we will not be bound by any conditions or qualifications attaching to the payments.
- 3.5 Where we have agreed to extend the credit to you, we may, from time to time at our discretion, vary your credit limit with us.
- 3.6 Despite clauses 3.1 and 3.2 above or any agreement to the contrary, all payments shall become immediately due and payable if we reasonably believe that the information which you have given us in your credit application is not correct or no longer correct, or if you default under any agreement with us, become insolvent or commit any act of bankruptcy, a receiver, liquidator or statutory Manager is appointed over any of your assets or undertaking or you make or attempt to make an arrangement or composition with your Goods/Services would exceed your current credit limit, we may require payment in cash to the excess before delivery your creditors.

4 Consumer Guarantees Act 1993

- 4.1 If the Consumer Guarantees Act 1993 (CGA) applies, these Terms shall be read subject to your rights under the CGA.
- 4.2 Where you are acquiring the Goods/Services for the purposes of a business (as provided in sections 2 and 43 of the CGA), the CGA shall not apply.
- 4.3 Where clause 4.2 above applies and you are acquiring the Goods/Services for the purposes of resale, your terms of trade applying to the resale (and, if your customers acquire the Goods/Services for the purposes of resale, their terms of trade and the terms of trade of each other person in your distribution chain) must include a provision having the same effect as that clause. You agree to indemnify us, on demand, against any liability under the CGA as a result of any failure by you, your customers or any other person in your distribution chain to include such a provision.
- 4.4 (We do not undertake that repair facilities and parts will be available for the Goods/Services and, accordingly Section 12 of the CGA shall not apply).

5 Privacy Act

- 5.1 You and any guarantor (if relevant) authorise us to collect and hold personal information from any source we consider appropriate to be used for credit, administration, service and marketing purposes. You further authorise us to disclose personal information held by us for these purposes to any other person.
- 5.2 You understand that you have a right of access to, and may request correction of, personal information held by us about you.

6 General terms

- 6.1 Amendments: We may amend these Terms from time to time by notice to you in writing.
- 6.2 Waiver: No delay or failure by us to exercise our rights under these Terms operates as a waiver of those rights. A partial exercise of those rights does not prevent their further exercise in the future.
- 6.3 Severability: If a court decides that part of these Terms is unenforceable, the part concerned shall be deleted

from the rest of these Terms, which will then continue in force.

- 6.4 Law: These Terms will be interpreted in accordance with and governed by the laws of New Zealand, and the New Zealand Courts will have non-exclusive jurisdiction in respect to all matters between us.
- 6.5 We reserve the right to withdraw this credit facility at any time and change will be notified to the buyer in writing.
- 6.6 Liability for indebtedness or interest incurred will not be in any way prejudiced by the withdrawal of this facility.
- 6.7 Any change of address by the buyer must be notified to us promptly.
- 6.8 In the event of any default on the buyers/guarantors part in the operation of this account, the buyer/guarantor authorise the seller to refer any details of the dealings on this account to any nominated collection agency.
- 6.9 The Buyer/Guarantor agree that any costs incurred by any collection agency or its agent/s in collection of all or any part of any overdue debt on this account, will be payable by the Buyer/Guarantor.
- 6.10 I, the above named applicant certify that the above information is correct and agree to the terms stated above.

Signature:

Date:

SIGNATURE OF APPLICATN/S:

PRINT NAME IN FULL:

DATED this day of..... 20.....