

Point Lumber Limited, Po Box 2143, Washdyke
Phone: (03) 688 2591 Fax: (03) 688 2591

APPLICATION FOR CREDIT ACCOUNT

Nature of Organisation:

Sole Trader/Self Employed ☐ Partnership ☐ Limited Company ☐ Trust ☐
Other ☐ _____

Trade Name: _____

Company Name: _____

Delivery Address: _____

Postal Address: _____

Telephone: () _____ Fax: () _____ Mobile: () _____

Registered Office: _____ Email: _____

Details of Partners (if Partnership)

1. Full Name: _____

Home Address: _____

Home Phone: _____

2. Full Name: _____

Home Address: _____

Home Phone: _____

Details of Directors (If Limited Company)

1. Full Name: _____

Home Address: _____

Home Phone: _____

2. Full Name: _____

Home Address: _____

Home Phone: _____

Contact Person for Accounts: _____

Name and Branch of Bank: _____

Bank Account Number: _____

Solicitors Name and Address: _____

Accountants Name and Address: _____

Trade References: (excluding Credit Cards, Fuel Suppliers, Landlord, Power & Phone)

1. _____ Phone No: _____

2. _____ Phone No: _____

3. _____ Phone No: _____

Has any principal of the business ever been adjudged bankrupt or under special financial arrangements? YES/NO.

If so, please provide details: _____

I certify that the above information is true and correct and that I am authorised to make this application for credit. In accordance with the Privacy Act (1993) I authorise any person or Company to give information as may be required in response to credit inquiries. I have read and understand the GENERAL TERMS AND CONDITIONS OF TRADE (attached) which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions.

Signed: _____ Date: _____
(Proprietor/Partner/Director (Authorised Signatory) – Circle One)

Full Name: _____ Position: _____

Guarantor Details (if required)

Full Name: _____ Position: _____

Address: _____ Signature: _____

TERMS AND CONDITIONS OF TRADE

POINT LUMBER LIMITED ("the Company")

1. Prices and Payment

- 1.1 Payment for the goods or services supplied is due on the 20th day of the month following the date of the invoice ("The Due Date"). If full payment is not made by the Due Date then without prejudice to any other remedies available to the Company.
- (a) The future provision of goods or services may be withheld;
 - (b) Interest on monies overdue may be charged on a daily basis and be calculated by adding 5% per annum to the overdraft rate payable by the Company to its bankers at the time of and during such default and interest shall continue to accrue both before and after judgement.
 - (c) In the event the Customer does not pay its account by the Due Date and the Company employs debt collectors, the Customer agrees to meet the cost of the debt collection charged by the debt collector.

2. Retention of Title:

- 2.1 If the Company supplies goods to the Customer ("you") it is agreed by you that property in the goods shall not pass until payment and that the goods, or proceeds of sale of the goods, shall be kept separate until the Company has received the price and:
- (a) That you will hold the goods on trust for the Company as bailee.
 - (b) Until such time as ownership of the goods shall pass from the Company to you, we may give notice in writing to you to return the goods to the Company. Upon such notice your rights to obtain ownership or any other interest in the goods shall cease.
 - (c) If you fail to return the goods to the Company then we or our agent may enter upon and into buildings and premises owned, occupied or used by you where the goods are situated and take possession of the goods.
 - (d) You shall not charge the goods in any way nor give any interest in the goods while they remain the property of the Company.
 - (e) You shall insure and keep insured the goods to the full price against all risks until the price shall be received by the Company.
 - (f) The Company may require payment of the purchase price or the balance of the purchase price due together with any other amounts due from you to the Company arising out of this agreement, and the Company may take any lawful steps to require payment of the amounts due and the purchase price.
 - (g) The foregoing provisions shall not entitle you to return the goods without demand from the Company.
 - (h) At your expense you shall, if required, execute a registrable charge securing the payment of the price by you against the goods, to be discharged by the Company on the receipt by the Company of the purchase price.

3. Limitation of Liability

- 3.1 Liability for any defect in the goods is limited to the purchase price of those goods. If goods are returned by you the Company may, in its discretion replace the goods or refund the purchase price to you, provided that:
- (a) The goods must be returned to the Company within (7) days of the Delivery Date; and
 - (b) You supply the date and number of any invoice relating to the goods; and
 - (c) The Company must have a reasonable opportunity to inspect the goods.

- 3.2 The Company shall have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage arising from any supply of goods and services.

4. Consumer Guarantees Act 1993

- 4.1 Where a supply is for business purposes, the provisions of the Consumer Guarantees Act 1993 do not apply.

- 4.2 Nothing in these terms limits any rights you may have under the Consumer Guarantees Act 1993.

5. Default

- 5.1 The security interest created by these terms and conditions of trade becomes enforceable if any of the following events occurs:

- (a) You fail to pay any money owing on the due date.
- (b) You sell, part with possession, lease or dispose of any goods or do anything inconsistent with the Company's ownership of the goods prior to making payment in full to the Company.
- (c) The Company believes you have committed or will commit an act of bankruptcy, has had or is about to have a receiver appointed, or is declared insolvent.
- (d) The goods are at risk, as that term is defined in the PPSA.
- (e) You neglect or fail to carry on your business to the reasonable satisfaction of the Company, or if there is a significant deterioration in your trading or asset position.

6. Personal Property Securities Act 1999 (PPSA)

- 6.1 All terms in this clause 6 have the meaning given in the Personal Property Securities Act 1999 and section references shall be to sections of the Personal Property Securities Act 1999 "(PPSA)"

- 6.2 These terms and conditions of trade create a security interest in all present and after acquired goods and their proceeds.

- 6.3 On the request of the Company you will promptly execute any documents, provide all necessary information and do anything else required by the Company to ensure that the security interest created under this Agreement constitutes a perfected security interest in the goods and their proceeds which will have priority over all other security interest in the goods.

- 6.4 You will pay to the Company (if demanded) all fees and expenses incurred by the Company in relation to the filing of a financing statement or a financing change statement in connection with these Terms of Supply.

- 6.5 Nothing in Sections 114(1)(a), 133 and 134 of the PPSA will apply to these Terms and Conditions of Trade.

- 6.6 You waive your right to receive a verification statement.

- 6.7 You waive your right to:

- (a) receive a notice under Section 120(2) and 129;
- (b) receive a statement of account under Section 116;
- (c) receive surplus distributed under Section 117;
- (d) recover any surplus under Section 119;
- (e) object to any proposal of the Company to retain collateral under Section 121;
- (f) not have goods damaged in the event that the Company were to remove an accession under Section 125;
- (g) apply to the Court for an order concerning the removal of an accession under Section 131;
- (h) redeem collateral under Section 132.

- 6.8 You will give the Company prior written notice of a proposed change of your name or address.

7. Security and Charge

- 7.1 Despite anything to the contrary contained in these Terms and Conditions of Trade or any other rights which the Company may have:

- (a) Where you and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both you and/or the Guarantor agree to mortgage and/or

charge all of their joint and/or several interest in the said land, realty or any other asset to the Company to secure all amounts and other monetary obligations payable under the terms and conditions. Both you and/or the Guarantor acknowledge and agree that the Company shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable have been met.

- (b) Should the Company elect to proceed in any manner in accordance with this clause and/or its sub-clauses, both you and/or Guarantor shall indemnify the Company from and against all the Company's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) To give effect to the provisions of Clause 7.1 (a) to (b) inclusive both you and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Company or the Company's nominee as your and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as the Company and/or the Company's nominee shall think fit in his/her/its/their absolute discretion against the joint and/or several interest of you and/or the Guarantor in any land, realty or asset in favour of the Company and in your and/or Guarantor's name as may be necessary to secure your and/or Guarantor's obligations and indebtedness to the Company and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Company's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

Authority and Guarantee

We personally guarantee payment of this account if we are signing these terms and conditions of trade in my/our capacity as a sole trader or partnership or as trustees of a Trust.

If you as the Customer are a limited liability Company then the person or people who sign this agreement on behalf of the Company acknowledge and guarantee:

- (a) That they have the authority to contract on behalf of the Company.
- (b) The Company's performance of its obligations pursuant to this agreement.
- (c) That they sign this agreement both on behalf of the Company and in their personal capacity as Guarantors.
- (d) Should there be more than one Guarantor, their liability under this guarantee shall be joint and several.

I/We agree to abide with the terms and conditions set out in this agreement.

.....
Signature

.....
Signature

.....
Full Name

.....
Full name

.....
Position

.....
Position