



APPLICATION FOR CREDIT

Please Note:

- All questions must be completed. Please carefully read the Terms of Trade on pages 2 and 3 and then sign the Customer Agreement at the foot of page 3 and the Deed of Personal Guarantee and Indemnity on page 4.
It is the customer's legal obligation to notify Ansutek (HB) Ltd of any changes to the information given on this application.
The shareholders/directors of a Limited Liability Company must sign the Shareholders/Directors Deed of Personal Guarantee and Indemnity on page 4.

Trading Name: ..... ("The Customer")

Principal (s): .....

Postal Address:.....

Delivery Address:.....

City/Town: ..... City/Town:.....

Phone: (.....)..... Mobile: (.....) ..... Fax: (.....) .....

Email Address: .....

Type of Business: Sole Trader / Partnership / Limited Company (Cross out types not applicable)

If a Limited Company please provide the following information:

Registered office..... Company Registration No.....

Table with 3 columns: Principal(s) Full Name, Address, Phone. Multiple rows for listing principals.

Year Commenced:..... Bank:..... Branch:.....

Accountant:..... Solicitor:.....

Purchasing Payable Contact Name:.....

Accounts Payable Contact Name:.....

Credit references: (A Company you currently have a credit account with, and not aligned to your company.)

(1) Name:..... (2):..... (3):.....

(1) Address: .....(2)..... (3):.....
..... (2):..... (3):.....

(1) Phone No: (.....) ..... (2): ( ..... ) .....(3): ( ..... ) .....

Maximum of Credit: \$..... (At any one time)

**General**

Any order accepted by Ansutek (HB) Limited or its subsidiaries (hereinafter called "the Company") shall be deemed to incorporate these terms and conditions. No variation or modification of, or substitution for these terms and conditions (even if included in, or referred to in, the document placing the order) shall be binding on the Company, unless previously and specifically accepted by the Company in writing. The Company reserves the right to change these terms of trade without prior notice.

**Prices**

Unless otherwise agreed in writing by the Company, the Company reserves the right to vary the price stated for the goods in order to take into account of any increase in wages, salaries or costs of materials, services or exchange fluctuations between the date of the order and the date of delivery. All prices listed are GST and freight exclusive unless otherwise stated and are subject to change without notice.

**Payment Terms Checkweighers and Capital Equipment**

Checkweighers and orders over NZ Dollars \$5000.00 are 50% Balance of invoice with order Balance of Payment prior to Shipping to Customer.

**Equipment Returns**

Checkweighers and all items/equipment valued over NZ Dollars \$5000.00 are sold on a non-refundable policy.

**Terms of Credit Parts and Consumables for Account Customers**

Payment for purchases must be made by the 20th of the month following delivery. Any invoice that is not paid by the 20th of the month following invoice date is deemed to be overdue. Supply on credit will be stopped on overdue accounts.

If a settlement of the overdue amount is not made, the debt may be passed on to an appropriate collection agency. All collection costs including collection agency and actual solicitors' costs will be added to the outstanding debt. The Company reserves the right to charge interest at the rate of 1.5 % per month on any overdue portion of the account.

Title of the goods shall pass to the Customer only upon payment in full to the Company. The acceptance by the Company of any cheque or negotiable instrument shall not constitute payment unless and until the same has been honoured.

In addition to any right or lien to which the Company may be by law entitled, the Company shall (in the event of the Customers insolvency or going into receivership) be entitled to a general lien on all goods of the Customer in the Company's possession (although such goods or some of them may have been paid for) for the unpaid price of any goods sold or delivered to the Customer by the Company under the same or any other contract.

**Credit Information**

The Customer authorizes the Company to both seek, and to provide, credit information in relation to the Customer from time to time, to, or with, any third party.

Where the Purchaser is an individual the Purchaser irrevocably authorizes the Company to obtain from any third party such information in respect of the Purchaser as the Company may require in connection with its lawful commercial purposes including determining whether to extend credit to the Purchaser and to verify any such information.

**Payments**

Payments may be made by Cheque, Credit Card (Master Card or Visa), or Direct Credit.

**Credits**

If you have a query relating to a particular invoice, please contact the Accounts Supervisor at our Auckland branch (0800 722 648). If payment is due before your query has been satisfied, deduct the invoice amount from your statement total and make payment for the remaining amount by the 20th of the month. Payment for any amount deducted pursuant to this clause will be due upon your query being satisfied, or upon demand being made by the Company.

**Delivery**

Delivery will be made to the location on the order form and the Customer shall be liable for all freight costs.

Delivery dates in the are estimated dates of arrival made in good faith by the Company and the Company shall have no liability in respect of any claim for damages, losses, costs or expenses of any nature whatsoever arising directly or indirectly from non-delivery or delay in delivery or any failure to perform or delay in performing any of the Company obligations due to any cause outside the Company's reasonable control and in the event of non-delivery or delay then the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

**Insurance**

Insurance will not be effected by the Company on goods forwarded from the Company's premises.

**Ownership of Goods**

The risk in all goods sold passes to the Customer upon delivery. Ownership of all goods sold remains with the Company until payment is made in full for those goods. The Company is authorized to enter the Customer premises and to reclaim any goods, which have not been paid for.



**Cancellation of Order**

Once an order has been placed it may not be cancelled for any cause whatsoever without the Company's consent in writing. Where such cancellation is agreed, the Customer will cover all costs in returning the goods to the Company and ensure that the goods are insured in transit and returned to the Company's premises in original unmarked packaging including all original documentation and accessories. Such an order cancelled by the Customer will incur a loss of deposit and a re-stocking fee of a minimum of \$30.00, or fifteen percent(15%) of the invoice of the goods, whichever is the greater.

Checkweighers and all Equipment Purchases over NZD \$5,000 are non refundable.

**Vendors Liability**

The liability of the Vendor for any loss or, (including loss or damage caused by the negligence of the vendor or its servants or agents,) arising out of, or in connection with the sale of the goods supplied, shall be limited to either replacement of the goods supplied, or at the option of the vendor, a refund of the purchase price. It is the Customer's responsibility to ensure the suitability of a product purchased as being acceptable for its intended use. The Company cannot guarantee how a product is used.

**Consumers Guarantees Act**

Where you as a Customer have acquired goods from The Company. For the purpose of a business, or have held yourself out as acquiring them for the purpose of a business, section 5(1)(c) of the Consumer Guarantees Act (which guarantees undisturbed possession of the goods) shall not apply.

**Product Manuals**

The Company has available to approved account holders a comprehensive product manual. If you feel that you will not require all the information contained, a special folder can be supplied with only the product information you need.

**Promotional Sales**

The promotional sales will only apply to the month on which the promotion has been advertised. Any carry over to the following month will be for goods not supplied during the promotional period. Goods must have been ordered during the advertised month.

**Goods and Service tax**

All prices quoted by the Company will exclude G.S.T. G.S.T. is added to each invoice and is payable at the same time as the payment for the goods purchased.

**Returned Goods**

Goods will be accepted for return and credit within 1 (one) month following purchase, providing that:

- An RMA form has been completed and accepted by The Company
- Prior arrangement has been made with the Company for the return of goods. All goods returned to the Company for credit must have an authorized / signed RMA the Customer's account name, and the packing slip or invoice number provided with the returned goods.
- The goods are returned unused, resaleable and/or in the condition you received them in.
- A handling charge of 20% may be applied to goods returned where the Company is not responsible for wrongful supply.
- An invoice for any specially purchased, or manufactured products, will be "Non-refundable" and will not be accepted for return and credit.
- Checkweighers and all equipment with a value over NZD\$5000.00 are non refundable

**These terms of trade shall prevail over and supersede any purchase terms set out by the Customer at the time of any order, unless the Company has specifically agreed to the purchase terms in writing.**

**Customer Agreement:**

The Customer Hereby makes application for a credit account with Ansutek (HB) Ltd.

The Customer agrees that all sales made in respect of that account shall be on the Terms of Trade as set out on pages 2 and 3.

The Customer authorizes Ansutek (HB) Ltd to both seek, and provide credit information in relation to the Customer from time to time, to, or with, any third party.

The signatory of this form warrants that he/she has authority to sign this credit application form on behalf of the customer.

**Name (Print):**.....

**Signature:**.....

**Date:**.....

## Deed of Personal Guarantee and Indemnity

This Guarantee is given in favour of all divisions, branches, business units and subsidiaries of **ANSUTEK COMMERCIAL LIMITED**, which might at any time supply goods or services to the Customer

In consideration of ANSUTEK COMMERCIAL LIMITED trading (hereinafter called 'the company') at the request of the Guarantor agreeing to supply ..... (hereinafter called 'the customer') with goods and/or services on the condition that the guarantor enters into and executes this deed.

**NOW THEREFORE** .....

Name of Guarantor  
**HEREBY UNCONDITIONALLY AND IRREVOCABLY GUARANTEES WITH THE COMPANY AS FOLLOWS:**

1. I Guarantee the due and punctual payment to the company, in the manner and at the times agreed between the Customer and the company, or in the event that no times shall have been agreed then upon demand, of all monies which are presently owing or which may in the future become owing to the company by the Customer, in respect of goods and services supplied by the Company to the customer, or which may otherwise become payable by the Customer to the company (including costs and interest).
2. I will pay the company immediately when the company demands that I do, any monies which the Customer has not paid by its due date.
3. I agree/acknowledge that:
  - (a) this document is an unconditional and continuing Guarantee and shall be irrevocable and shall remain in full force and effect until all monies owing to the Company by the Customer and all the obligations under the Credit Account have been fully paid, satisfied or performed and may be enforced by the Company. This guarantee shall remain in full force and effect until a written release is provided by the company.
  - (b) My liability for the monies due is joint and several;
  - (c) My liability under this Personal Guarantee shall be that of a principal debtor, not merely a surety, and I shall be jointly and severally liable with the customer for all monies due and payable to the company by the customer.
4. I agree to be bound as principal debtor so that my liability under this Guarantee shall not be released by any delay or other indulgence or concession which the Company may grant to the customer or any compromise which the Company may reach or variation the Company may agree with the customer, or by any other act, matter, circumstance of law whereby I would but for the provision of this clause have been released from my liability under the Guarantee.
5. This guarantee is in addition to, and not in substitution for, any other security or rights which the Company may presently have or may subsequently acquire and this Guarantee may be enforced against me without having recourse to any such securities or rights and without making demand or taking proceedings against the Customer.
6. I agree that the Company may, in the event of default in payment by the customer and by me complete and register an all obligations mortgage (approved by the New Zealand Law society or as approved at the time by the Registrar General of Land) and/or caveat at my cost over any of my property to secure monies owed by the customer to the Company and for that purpose I irrevocably appoint and authorise the company as my attorney for the purpose of completing the mortgage and/or caveat.
7. I agree independently of the Guarantee, to indemnify the Company against all damages, claims and losses (including costs) which the Company may suffer or incur as a result of any failure by the customer and which the company may suffer as a result of any default by me when demand is made from me under this guarantee to make due and punctual payment of the monies due and payable 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 me for any reason.
8. I agree to waive any rights of subrogation in respect of any security held by the company in respect of the customer's obligations to the company until the customer has paid all monies due to the company. All dividends and other payments received by me from the Customer (whether in liquidation or otherwise) shall be taken and applied by the company as payments in gross. I will not in anyway compete with the Company for payment in the event of bankruptcy or liquidation of the Applicant.
9. This Guarantee shall bind me and take effect as a deed immediately upon me signing it.
10. I authorise the company to obtain from a credit reporting agency, a credit report containing personal information about me to assess whether to accept me as a guarantor for credit applied for, or provided to, the Customer. I agree that if the company approves the Customer's application, this authorisation remains in force until the credit facility covered by the Customer's application ceases. In addition I authorize the use of my personal information in accordance with clause 19 of the Company's terms and conditions.
11. **I acknowledge that I have received a copy of the company's terms and conditions and have read them and agree to them.**

**I/we acknowledge that the Company has recommended that I/we obtain independent legal advice as to the effect of the above Guarantee and Indemnity and the potential liability faced by me/us as guarantor(s). I/We confirm that I/we have obtained, or elected not to obtain, such independent legal advice and have agreed to provide this Guarantee and Indemnity.**

Guarantor -1

SIGNED .....

Full Name:.....

Present Address:.....

SIGNATURE OF WITNESS:.....

Name of Witness:.....

Present Address:.....

Occupation:.....

**Executed this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_**