



Credit Application Form





APPLICATION FOR CREDIT

| | | | |
|--|---------------------|-------------------------|----------------------|
| Trading Name: | | | |
| or Registered Company Name: | | Reg. Company No: | |
| Company's Registered Address: | | | |
| Company's Postal Address: | | | |
| Company's Delivery Address: <small>(if different from above)</small> | | | |
| Phone Number/s: | | Fax Number: | After Hours: |
| Contact Name and Number/s for Accounts: <small>(including email address)</small> | | | |
| Name & Address of Directors/Individuals/Partners | | | |
| Surname | First Name/s | Address | Date of Birth |
| 1. | | | / / |
| 2. | | | / / |
| 3. | | | / / |
| 4. | | | / / |
| Accountant: | | Phone Number: | |
| Solicitor: | | Phone Number: | |

| |
|--|
| Trade References (Banks, Utilities and Fuel Companies are excluded) |
| 1. |
| 2. |
| 3. |

Terms and Conditions

I/we hereby apply for credit, knowing such credit may be withdrawn by Kerigreen Limited at any time in its sole and unfettered discretion. If my/our application for credit is accepted by Kerigreen Limited I/we agree to be bound by the attached Credit Terms and Conditions and acknowledge that the Credit Terms and Conditions may be changed from time to time by notice in writing. Where the applicant is a company I am/we are authorised to make this application on the behalf of the company and acknowledge that I/we sign this application on behalf of the applicant and in my/our own capacity as Guarantor

Insurance: Account Holder to arrange **YES / NO** Kerigreen Limited to arrange: **YES / NO** (see clause 5.1(l))

| | | |
|-------------------|---------------------|---------------------|
| Signature: | Print Name/s | Date: / / 20 |
|-------------------|---------------------|---------------------|

Personal Guarantee

I/we the undersigned guarantor/s below acknowledge that I/we am/are aware of all the provisions of this application and the terms upon which credit is to be provided to the above named applicant ("the Account Holder) and in consideration of Kerigreen Limited providing credit to the Account Holder at my/our request, I/we unconditionally and irrevocably guarantee to Kerigreen Limited the due and proper performance by the Account Holder of all its obligations to Kerigreen Limited (in accordance with the Credit Terms and Conditions, as amended from time to time).

| | |
|-------------------|----------------------------|
| Signature: | Witness Signature: |
| Name: | Witness Name: |
| Position: | Witness Address: |
| Signature: | |
| Name: | Witness Occupation: |
| Position: | |

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CREDIT TERMS AND CONDITIONS

1. Application

1.1 These terms and conditions apply to the supply of any goods by Kerigreen unless specified otherwise in writing.

2. Prices

2.1 The price to be paid shall be according to any quotation submitted by Kerigreen to the purchaser. If no quotation has been submitted, the price shall be according to the price list in force at the time of dispatch of the goods. If neither of these applies, the price shall be as indicated on an invoice provided by Kerigreen upon completion of the order.

2.2 Prices quoted by Kerigreen shall be subject to adjustment, correction or withdrawal at any time before acceptance of the purchaser's order by Kerigreen. Unless specified to the contrary, prices quoted are "ex Kerigreen's premises", and freight will be charged where applicable. If GST is payable by the purchaser then it shall be payable in addition to the contract price, at such rate as may be required by law, unless it is expressly stated otherwise in writing.

3. Payments

3.1 Payment is to be made as per the terms stated on the Kerigreen invoice.

3.2 If the purchaser does not pay in accordance with this agreement, then interest shall be added to the unpaid amount, at the rate of 7.5% per month from the date the payment was due, until the date of actual payment. The purchaser shall also be liable to pay any costs incurred by Kerigreen incidental to the enforcement or attempted enforcement of its rights under the contract,

3.3 If as a result of the purchaser's default in payment, a solicitor or debt collector is instructed by Kerigreen, the purchaser agrees to pay the solicitor or debt collector's fees and disbursements and charge to Kerigreen in full.

4. Delivery

4.1 Kerigreen will do its best to comply with any delivery date agreed with the purchaser but shall not be liable for any delay or for consequential loss resulting from late delivery of goods or for loss or damage to goods after dispatch from Kerigreen's store. Delivery is deemed to be complete when the goods have been uplifted by the purchaser or the purchaser's agent or Kerigreen's carrier.

4.2 Kerigreen accepts no responsibility for damage or loss in transit.

4.3 If Kerigreen is prevented from or is delayed in fulfilling Kerigreen's obligations under this agreement where such failure is directly or indirectly caused by or in any way arises or results from force majeure, Kerigreen may terminate this agreement by giving written notice to the purchaser. Force majeure shall include by way of example only, flood, earthquake, civil disturbances, war, war rationing allocation or embargoes, national strikes or labour shortages not peculiar to Kerigreen's property or acts of God or government or local or regional authorities or any branch or agency of them.

5. Insurance

5.1 Insurance for goods during delivery within NZ is the responsibility of the purchaser, even if Kerigreen arranges the carrier on the purchaser's behalf. Insurance for all export shipments is automatically included where export freight is arranged by Kerigreen on behalf of the purchaser. This insurance will be on-charged to the purchaser.

6. Risk and Reservation of Title

6.1 Risk shall pass to the purchaser when the goods leave Kerigreen's premises, even though that Kerigreen may arrange delivery or insurance cover. Kerigreen shall retain a Purchase Money Security Interest in all goods sold and delivered to the purchaser. Kerigreen may perfect its Security Interest by registering financing statement(s) pursuant to the Personal Property Securities Act 1999. The purchaser waives any right to receive verification of any financing statements so registered. If the purchaser fails to comply with Kerigreen's terms of payment, Kerigreen shall have all rights and remedies as may be available to it, and Kerigreen or its authorized agent may enter upon any premises where the goods are situated and take possession of such goods. The purchaser shall fully indemnify Kerigreen for any claim and/or demand which may be brought in respect of such entry and taking of possession.

6.2 The purchaser agrees to provide all complete, accurate and up-to-date information as Kerigreen may reasonably require for registering a financing statement on the Personal Property Securities Register and shall provide not less than 14 days written notice of any proposed change in the purchaser's name or other details.

7. Goods Warranty

7.1 Any warranty offered by Kerigreen is subject to the terms and conditions fully detailed in a separate warranty document. Kerigreen gives no undertaking or warranty that goods supplied are fit or suited for any particular purpose or process.

8. Limitation of Liability

8.1 Notwithstanding anything else expressed or implied in these terms and except where a statute requires otherwise, Kerigreen shall not be liable for

8.1.1.1 Any injury to persons or damage to property or

8.1.1.2 Any direct, indirect, consequential, financial or economic loss or damage to property or

8.1.1.3 Any direct, indirect, consequential, financial or economic loss or damage in contract or in tort such as but not limited to loss of profits, loss of use, loss of power, costs of capital or costs of replacement production arising in any way whether as a result of negligence on the part of Kerigreen or its employees, agents or contractors or otherwise arising out of or resulting from the use of the goods whether directly or indirectly.

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9. Consumer Guarantees Act 1993

9.1 As all goods and services supplied are for business purposes only, the statutory guarantees of the Consumer Guarantees Act shall not apply.

10. Return of Goods

- 10.1.1.1 Goods supplied in accordance with the purchasers order can only be returned with the express approval of Kerigreen.
- 10.1.1.2 Requests to return goods must be submitted within 10 days from date of supply and the original invoice number must be quoted.
- 10.1.2 Where goods are accepted for credit they must be delivered at the purchasers expense to Kerigreen in original condition.
- 10.1.3 Kerigreen reserves the right to levy a restocking fee against any returns they may agree to accept. Such fees may be up to 40% of the invoice price and levied at the absolute discretion of Kerigreen.
- 10.1.4 Goods specially imported, procured or manufactured on behalf of the purchaser can only be returned on such terms and conditions as Kerigreen may agree.

11. Cancellation

11.1 An order may not be cancelled by the purchaser after work has started in the manufacturing and/or assembly of goods without the written consent of Kerigreen. The purchaser shall reimburse Kerigreen for materials, labour and other incidental expenses that may have been incurred before the order was cancelled.

12. Specifications

12.1 The specifications of goods offered are approximate only. The goods supplied may not be identical to those offered or ordered but will be as similar to those offered or ordered as is reasonably possible.

13. Operation of Law

13.1 These conditions shall be construed, and the rights of the parties to this agreement shall be regulated by the Laws of New Zealand. The parties shall submit to the jurisdiction of New Zealand courts in the event of any dispute.

14. Bankruptcy or Insolvency

14.1 If at any time during the contract the purchaser becomes bankrupt or insolvent or commits any act of bankruptcy or assigns his or her estate for the benefit of his or her creditors and/or being a company be put into liquidation or be voluntarily wound up and/or have a receiver appointed the vendor reserves the right to cancel the contract and in addition to take such remedies against the purchaser for damages and/or other relief as may be available to the vendor.

15. Warranty

15.1 Each of the parties warrants that it has the power to enter into this agreement and has obtained all the necessary resolutions and approvals to do so.

16. Severance

16.1 If any provision of this agreement is declared by any judicial or other competent authority to be void, voidable, illegal or otherwise unenforceable, or indications to that effect are received by either of the parties from any competent authority, that provision will be severed from this agreement and the remaining provisions of this agreement will remain in force and effect unless Kerigreen decides that the effect of such severance is to defeat the original intention of the parties in which case Kerigreen will be entitled to terminate this agreement by 30 days' notice to the purchaser.

17. General

- 17.1 These terms and conditions shall apply to every contract and quotation between Kerigreen and the purchaser. The placing of a purchase order by the purchaser shall be deemed to imply acceptance by the purchaser of the general terms and conditions contained in this document.
- 17.2 Kerigreen reserves the right to review these terms and conditions at any time. In the event of change(s) being made, the change(s) will take effect from the date on which the purchaser is notified of such changes(s).
- 17.3 No warranties expressed or implied in law, trade, custom or otherwise and no representations, descriptions, conditions or statements are binding on Kerigreen unless set out in these terms.

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