



SHAW'S QUARRIES LTD
PO BOX 962, CAMBRIDGE, 3450

p 0064 7823 4029
w www.shawsquarries.co.nz
e admin@shawsquarries.co.nz

CREDIT ACCOUNT APPLICATION

Please complete this form in full

BUSINESS DETAILS

DATE: _____

COMPANY/APPLICANT NAME: _____

TRADING NAME (if different): _____

ENTITY: Company/Sole Trader/Trust/Partnership

COMPANY NUMBER _____ YEARS IN BUSINESS: _____

NATURE OF BUSINESS: _____

ALL DIRECTORS/SHAREHOLDERS/OWNERS INFORMATION (Name, Address and Date of birth):

CONTACT DETAILS

PHONE: _____ MOBILE: _____

EMAIL: _____

POSTAL ADDRESS:

I/WE CONSENT TO CREDIT CHECK

RECEIVE NOTIFICATIONS ON CLOSING TIME CHANGES
DUE TO MAXIMUM TRUCK MOVEMENTS



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TRADE REFERENCES (Current or recent suppliers only, no fuel or insurance companies please).

Reference: _____

Phone: _____

Reference: _____

Phone: _____

Reference: _____

Phone: _____

ACCOUNTS PAYABLE

Contact Person: _____

Phone: _____ Email: _____

Estimated Monthly Purchases: \$ _____

Please note: payment in full on the 20th of the month following invoice. The Seller retains the right to charge interest on any overdue accounts, and holds title in all goods until the final payment is made. I/We have read the attached terms and conditions of trade and agree to be bound by them.

Signature of Applicant (with printed name and title):

For your reference our bank account details are: Shaw's Quarries Limited
Bank of New Zealand 02-0300-0230350-000

FOR INTERNAL USE:

Ref Check: _____ Cust Group: _____ Credit Limit: _____ PPSR Reg: _____

DG: _____ Authorised by: _____ Account No: _____

TERMS AND CONDITIONS OF TRADE

1. Terms and Conditions of Trade

- a) These terms and conditions of trade and the interest security created in these terms apply to all goods supplied by the Seller to the Buyer.
- b) No goods will be supplied from the Seller to the Buyer on credit until these terms have been signed by the Buyer, and the Seller is satisfied as to the credit worthiness of the Buyer.

2. Payment, Default Interest and Costs

- a) All prices quoted are exclusive of GST, and are "ex quarry" unless stated otherwise.
- b) Payment of invoices is to be made by the 20th day of the month following the month of invoice ("the due date"). Payment is to be made by direct credit and there is no entitlement to any form of retention or set-off.
- c) If the Buyer fails to make payment by the due date, the seller may charge a default interest rate of 2% per month for any outstanding amount.
- d) The Buyer is liable for all reasonable expenses incurred by Seller, for the enforcement of obligations and the recovery of money for late payment. This includes (without limitation), debt collection costs, and legal costs on a solicitor/client basis, including all costs pursuant to obtaining an order or a financing change statement under the PPSA.

3. Delivery and Risk

- a) Unless agreed otherwise, the seller will deliver goods into the buyers (or the carriers) possession at Shaw's quarry.
- b) Where the company has agreed to leave a public road or street in order to effect delivery of goods to the customer as requested then:
 - c) If in the opinion of the company's employee, contractor, or representative there is not safe, sufficient and suitable means of access to and from the delivery point, it shall be the customers responsibility to provide such sufficient and suitable means of access, and the customer shall be liable for and reimburse and fully indemnify the company for , all costs, damages, expenses and liability incurred by the Company arising from or relating to access (or attempted access) by the Company and the Company's delivery vehicles to and from the delivery point if the customer fails to provide such safe, sufficient and suitable means of access;
 - d) The final decision on entry onto any site will be at the option and discretion of the Company's employee, contractor or representative. Failure to complete a delivery of Goods to the customer due to the operation of this clause will be deemed to not be a breach of contract by the Company. Without limiting the liability section & clauses below, the Company shall not be liable for any damage to the Goods or other property during delivery of the Goods where such damage could not have reasonably foreseen by the Company's employee, contractor or representative prior to such damage occurring. Hourly truck hire rates may (at the Company's option) be charged for excessive waiting times and delays caused by the customer or its client.
 - e) The risk in goods shall pass to the Buyer when the Buyer has uplifted goods from the quarry.

4. Title

- a) Legal and equitable title to the goods is retained by the Seller, until the Buyer makes full payment of the purchase price.
- b) The Buyer acknowledges it is in possession of the goods as Bailee for the Seller until such time as full payment is made for the goods.
- c) The Buyer must store the goods on its premises in
- d) a manner which makes them identifiable as the Sellers goods.
- e) The Buyers right to possession of the goods will cease in the event of a receiver taking possession of the Buyers assets; or the bankruptcy or liquidation of the Buyer.
- f) The Seller may, for the purpose of inspection or recovery of its goods, enter the Buyers premises and recover or inspect the good.

5. Personal Property Securities Act 1999

- a) The Buyer grants to the Seller a security interest in all present and after acquired goods, including inventory, under section 32 of the Personal Property Securities Act 1999.

- b) The Buyer will pay all reasonable costs incurred by the Seller in registering a financing statement, financing change statement, or a release on the PPSR.
- c) The Buyer agrees to sign all required documentation. The Buyer shall not grant any other security interest (or grant a lien) to any other party or person in respect of the goods which are subject to these terms.
- d) The Buyer waives its right to receive a verification statement pursuant to section 148 of the PPSA, and agrees to provide at least 7 days written notice of any change to the Buyers name.

6. Joint and Several Liability

- a) Where the Buyer comprises of more than one person or entity the liability of that Buyer shall be joint & several.

7. Stop Credit

- a) The Seller retains the right to withdraw this credit facility at any time.

8. Claims

- a) If the Buyer wishes to make any claim against the Seller in respect of goods, the Buyer must do so within 30 days of date of delivery.

9. Warranty

- a) No warranty is offered or implied for goods supplied.
- b) The Seller is not liable for any direct or consequential loss related to the use or performance of products supplied to the Buyer.

10. Equifax

- a) The buyer understands that the Seller is requesting personal information about the Buyer to use Equifax's credit reporting service to credit check the Buyer.
- b) Equifax will give the Seller information about the Buyer for that purpose.
- c) The Seller will give the Buyer's personal information to Equifax and that Equifax will hold that information on their systems and use it to provide their reporting service.
- d) When other Equifax customers use the Equifax credit reporting service, Equifax may give the information to those customers.
- e) The Seller may use Equifax credit reporting services in the future for purposes related to the provision of credit to the Buyer. This may include using Equifax's monitoring services to receive updates if any of the information held about the Buyer changes.
- f) If the Buyer defaults in payment obligations to the Seller, information about the default may be given to Equifax and Equifax may give information about the Buyer's default to other Equifax customers.

11. Consumer Guarantees Act 1993

- a) The Buyer acknowledges that where goods are purchased for business purposes, the provisions of the Consumers Guarantees Act shall not apply to the supply of goods by the Seller.

12. Proper Law and Jurisdiction

- a) These terms are governed by New Zealand Law

13. Entire Agreement

- a) This agreement records the entire agreement between the parties, and supersedes any previous terms, understandings, or representations.

Seller: Shaw's Quarries Ltd.

Buyer: The entity purchasing goods from the Seller.