

## Credit Account Application Form

### Business Contact Information

Customer's Legal Name

Trading Name

Postal Address

Post Code

Delivery Address

Post Code

Main Phone

Main Email

Main Fax

Website

**Manager's** Contact Name

Direct Dial Phone Number

Direct Dial Fax Number

Mobile Phone Number

Direct Email Address

**Buyer's** Contact Name

Direct Dial Phone Number

Direct Dial Fax Number

Mobile Phone Number

Direct Email Address

**Account's** Payable Contact Name

Direct Dial Phone Number

Direct Dial Fax Number

Mobile Phone Number

Direct Email Address

### Company Information

Nature of business

Date business was started

Registered Office

Name & Branch of Bank

Do you accept backorders?

YES

NO

Do you require items barcoded?

YES

NO

Legal form under which business operates (please circle)

Corporation

Partnership

Proprietorship

### Owners or Principals

1) First Name

Middle Name(s)

Last Name

Home Address

Post Code

Telephone

Cell Phone

D.O.B

2) First Name	Middle Name(s)
Last Name	
Home Address	
Post Code	
Telephone	Cell Phone
D.O.B	

## Trade References Obtainable From (Business references only)

1) Company Name	
Address	
Phone	Contact Name
Fax	Email
2) Company Name	
Address	
Phone	Contact Name
Fax	Email
3) Company Name	
Address	
Phone	Contact Name
Fax	Email

I/We confirm on behalf of the above customer that the above information is accurate and complete in all material respects, **the customer accepts Hobeca's current Terms of Trade (a copy of which is attached)**, Hobeca is irrevocably authorised to obtain all information relevant to this credit application from the persons and companies named above, and the customer will make all payments due to the company by due date

Signed	Position	Date
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<b>FOR OFFICE USE ONLY:</b>		
Approved By ACM	Date	
Finalized By	Date	
Credit Checked By	Date	
Account Number	Account Manager	Credit Limit

## Personal Guarantee(s)

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In consideration of Hobeca agreeing to supply goods and services and grant credit to the customer at our request, we – the guarantors signing below – jointly and severally personally guarantee payment by the customer of all sums owing to Hobeca at any time and the performance and observance by the customer of the attached Terms of Trade (as updated from time to time). We further acknowledge that:

- a) This guarantee shall be a continuing guarantee for all debts and obligations owed by the customer to Hobeca whether now or in the future;
- b) We shall be liable under this guarantee as principal debtors and not merely sureties regardless of the position of the customer;
- c) No indulgence or relief granted to the customer shall discharge our liability; and
- d) We agree to indemnify Hobeca against any loss or expense (including full solicitor/client legal costs) incurred by Hobeca as a consequence of any breach of the customer's and/or our obligations.

### SIGNED as a deed by the guarantor:

Signature

Name

Address

Phone

Fax/Email

### Witnessed by:

Signature

Name

Occupation

Address

Date

### SIGNED as a deed by the guarantor:

Signature

Name

Address

Phone

Fax/Email

### Witnessed by:

Signature

Name

Occupation

Address

Date

## Terms Of Trade:

### 1. Opening of an Account

- a) Hobeca requires a new customer to complete a Credit Account Application Form before orders can be supplied. In opening a Credit Account the customer agrees that these Terms of Trade apply to all orders placed by the customer.
- b) The customer acknowledges that the information supplied to Hobeca in support of its credit application may be used for the purposes of assessing the customer's application for credit, administering the customer's account, recovering payment of sums owing to Hobeca and marketing Hobeca's products to the customer. The customer irrevocably authorizes Hobeca to use the information provided for the purposes stated and to provide such information to any third party (including credit reporting and debt collection agencies) for the purpose of enforcing these Terms of Trade and recovering payment of any debts owing by the customer. The customer is entitled to have access to the personal information held by Hobeca about it and may correct it from time to time

### 2. Credit Terms

- a) Payment for all goods and services supplied (as shown on the monthly Statement) must be made by the 20<sup>th</sup> of the month following date of purchase. Overdue accounts may be passed on to an appropriate agency for collection. Supply of credit and/or goods will be stopped on overdue accounts.
- b) Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- c) The customer will pay all legal and other costs incurred by Hobeca in enforcing or attempting to enforce its rights under these Terms.
- d) The customer shall make all payments owing to Hobeca without deduction, counterclaim or set-off.

### 3. Goods and Services Tax (G.S.T.)

All prices exclude G.S.T.

G.S.T. is added to each Tax Invoice and must be paid by the customer.

### 4. Errors or Omissions

Clerical errors or omissions, whether in computation or otherwise in any quotation acknowledgement or invoice, shall be subject to correction.

### 5. Delivery, Inspection and Rejection of Goods

- a) Hobeca will endeavour to comply with all delivery dates agreed in writing but such dates will not be binding on Hobeca.
- b) All goods must be checked by the customer upon delivery to determine any damage or shortage. Non-receipt or damage to goods must be reported by the customer to both the carrier and to Hobeca within seven days from the date of delivery, failing which the customer is deemed to have accepted the goods and any claim in relation to them may be rejected. Please quote invoice number in all cases.
- c) No goods shall be returned for credit without the prior written approval of Hobeca.
- d) After delivery, the customer shall ensure that all goods supplied by Hobeca are securely kept, in good condition and readily identifiable, until such time as the goods have been paid for in full and title has passed to the customer.
- e) In these Terms of Trade, "delivery" means the date upon which the customer collects the goods or the date the goods are physically delivered to the address nominated by the customer.

### 6. Specials

Special product offers may carry special conditions of sale.

### 7. Ownership and Risk

- a) Ownership of goods supplied remains with Hobeca until payment is made in full for those goods.
- b) Hobeca supplies the goods to the customer on the condition that Hobeca has a purchase money security interest (as defined in the Personal Property Securities Act 1999) in the goods.
- c) If payment for goods is overdue in whole or in part Hobeca (without prejudice to any of its other rights) may repossess and resell or retain the goods or any of them and may for that purpose enter upon the customer's premises or any other premises upon which the goods are situated at any time and without notice and without being in any way liable to the customer or any other person or entity;
- d) If the customer disposes of any of the goods before payment is made in full, it must hold the proceeds of the sale in trust for Hobeca.
- e) The risk of any loss or damage to any goods sold, or deterioration of goods due to any cause whatsoever shall pass to the customer upon delivery of the goods. If the goods remain on the premises of Hobeca owing only to the failure of the customer to accept the goods or at the request of the customer, such goods shall be at the customer's risk.

### 8. Exclusion of Warranties and Limitation of Liability

- a) All goods supplied are guaranteed against faulty workmanship but Hobeca gives no warranty that the goods are fit for any particular purpose (whether or not it is aware of such purpose) and, subject to the terms of any express written warranty given by Hobeca, all other conditions, warranties and representations (whether express, implied or statutory) are hereby excluded.
- b) Hobeca shall not be liable for any consequential, indirect or special damage or loss of any kind whatsoever.
- c) Faulty goods will be replaced or repaired at the discretion of Hobeca and/or a credit issued subject to normal usage.

- d) A credit will be issued on returned goods provided the goods are in an unused and saleable condition.
- e) Goods will not be replaced nor credit issued where evidence exists of the good having been abused or improperly used.
- f) All goods must be returned on a freight paid basis by the customer. No freight forward consignments will be accepted.
- g) The customer acknowledges that it purchases the goods for the purpose of a business or for re-supply in trade and therefore the provisions of the Consumer Guarantees Act 1993 shall not apply to the supply of the goods. However, if goods are supplied to a customer other than for the purpose of a business then nothing in this clause or these Terms of Trade shall limit any rights, power and remedies that a customer may have under the Consumer Guarantees Act 1993.
- h) In the event that Hobeca is found liable, whether in contract or in tort or otherwise, for any loss, damage or injury arising directly or indirectly from any goods sold by Hobeca, Hobeca's liability is limited to (at Hobeca's option):
  - (i) the replacement of such goods with goods of comparable or superior quality; or
  - (ii) damages not exceeding the invoice value of such goods.

#### 10. Force Majeure

Hobeca shall not be liable to the customer for any loss or damage arising out of or in connection with any delay or failure to perform the terms of the contract of supply where such delay or failure is caused directly or indirectly from causes beyond the control of Hobeca (including any failure by any supplier of Hobeca to supply on time).

#### 11. Copyright

No part of the catalogue(s), leaflets or other advertising material provided by Hobeca may be reproduced in any form without permission from Hobeca and copyright in such material shall at all times remain the property of Hobeca.

#### 12. Personal Property Securities Act

- a) The customer hereby:
  - (i) Grants Hobeca a purchase money security interest ("PMSI") in all goods supplied by Hobeca on credit and a general security interest in all other present and after-acquired personal property of the customer;
  - (ii) Agrees that any goods or proceeds of sale of the goods coming into existence after the date of this agreement will come into existence subject to the PMSI granted herein and to the terms of this agreement without the need for any further action or agreement by any party;
  - (iii) Acknowledges that the customer has received valuable consideration from Hobeca and agrees that it is sufficient; and
  - (iv) Acknowledges that the PMSI has attached to the goods and that the attachment of the PMSI has in no way been deferred or postponed.
- b) The parties agree that nothing in Sections 114(1)(a), 125, 129, 132, 133 and 134 of the PPSA will apply to these Terms of Trade or the security interest under these Terms.
- c) Hobeca reserves the right at its discretion to register a financing statement in respect of any goods supplied to the customer pursuant to these Terms and in respect of which credit has been extended by Hobeca to the customer.
- d) The customer waives the right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by these Terms of Trade. The customer also waives the right to object to any proposal to retain repossessed goods under clause 120 of the Personal Property Securities Act 1999 ("PPSA").
- e) The costs of registering a financing statement or a financing change statement (if any) shall be paid by the customer and will, where applicable, be debited against the customer's account with Hobeca.
- f) The customer will promptly upon request execute all documents and do anything else reasonably required by Hobeca to ensure that the PMSI created under these Terms constitutes a perfected security interest over all goods supplied.
- g) In these Terms of Trade, the terms "financing statement", "financing change statement", "purchase money security interest", "security interest", "attached", "attachment", "perfected" and all related terms have the meanings given them by the PPSA.

#### 13. Power to Revise Terms of Trade

Hobeca may revise these Terms at any time. The customer will be deemed to have accepted the revised Terms if they place any further orders on credit after having been given notice of the revised Terms.

#### 14. Miscellaneous

- a) Any failure by Hobeca to enforce at any time or for any period any one or more of the provisions of these Terms of Trade shall not be a waiver of those provisions or of Hobeca's right at any time subsequently to enforce these Terms.
- b) Hobeca may at any time assign its interest in and rights under these Terms of Trade, including the benefit of any security interest created under these terms and any associated financing statement.
- c) The customer consents to receiving email and other correspondence from time to time regarding Hobeca's products and other matters that Hobeca reasonably considers may be relevant to the customer's business.