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**CREDIT ACCOUNT APPLICATION**

Name of Account: ..... GST Number: .....

Trading As: ..... Company Number: .....

Date of Incorporation: ..... NZBN: .....

Address of Registered Office: .....

Telephone/Mobile: ..... Nature of Business: .....

General Contact Email: ..... Name: .....

Accounts Contact Email: ..... Name: .....

Physical Address: ..... Postal Address: .....

Directors Names in full: ..... Home Address: ..... Telephone/Mobile: .....

Accountant: .....

Solicitor: .....

Bank: ..... Branch: ..... Account number: .....

**Trade References**

Business Name	Contact Name	Phone	Email Address
1. ....	.....	.....	.....
2. ....	.....	.....	.....
3. ....	.....	.....	.....

The abovenamed applicant applies for a credit facility from Dutton Diggers & Diesel Ltd and acknowledges that if a credit account is approved, the Terms & Conditions of Sale attached to this application shall be applicable to the sale of all goods and services on this account. The applicant furthermore agrees to abide by these Terms & Conditions of Sale.

**The applicant warrants that:**

- a) All information, written and/or oral supplied by the applicant to Dutton Diggers & Diesel Ltd for the purpose of obtaining credit, is true and correct.
- b) The persons signature/s appearing on this application is duly authorized by the applicant to apply for credit and to agree to the conditions applicable to the sale of goods and services on this account.
- c) The applicant authorizes Dutton Diggers & Diesel Ltd to obtain credit references from the Trade References detailed above.
- d) The applicant agrees for the purposes of Section 36(b) Personal Property Securities Act 1999 to the terms set out in this Credit Account Application form and the attached Terms & Conditions of Sale and to Dutton Diggers & Diesel Ltd selling inventory to us with a retention of title clause creating a security interest forming part of the Terms of Sale. The applicant waives the right to receive a verification statement for the purposes of Section 148 of the Act.

Signed: ..... Date: .....

Full Name: ..... Position: .....

**DUTTON DIGGERS & DIESEL LTD TERMS & CONDITIONS OF SALE**

**DEFINITION** The "Company" means Dutton Diggers & Diesel Ltd. The "Customer" means the party conducting a credit account and placing orders for the purchase of goods and services from the company.

**PAYMENT** All accounts are payable by the 20th day of the month following the date of the invoice. If the account is not paid within 30 days of the due date, Dutton Diggers & Diesel Ltd may place the debt in the hands of a debt collection agency. The debt collection agent may charge you, the Customer, a fee equal to 25% of the unpaid portion of the price, but not less than \$25.00. Where the total debt collection agency costs, legal and other costs arising from the collection of any amount owing, exceeds the debt collection fee charged, the debt collection agent is also entitled to recover such additional costs from you.

**PRICES** All prices are subject to alteration without notice and orders are accepted on the understanding that they shall be charged at the price ruling at the time of delivery.

**TITLE & PASSING OF PROPERTY** Ownership and property in the goods remains with the Company until the Customer has discharged all outstanding indebtedness for all goods and services supplied by Dutton Diggers & Diesel Ltd and if payment is not made by the due date or if the Customer goes into bankruptcy, liquidation or receivership, we shall without prejudice to any other remedies, be entitled to enter the Customer's premises to retake possession of the goods and hold them until payment in full has been received.

**RISK** The risk in the goods supplied by the Company to the Customer shall pass to the Customer on delivery but the ownership in them shall not pass to the Customer until the Customer has paid for the same and discharged all outstanding indebtedness to the Company whatsoever.

**ACKNOWLEDGEMENT OF RETENTION OF TITLE** The Customer agrees (for the purposes of Section 36(b) Personal Property Securities Act 1999) that the previous two clauses are retention of title clauses creating a security interest in all goods supplied by the Company to the Customer while those goods are held as inventory by the Customer until the Customer has fully paid for the goods. Further, the Customer hereby waives the right to receive a verification statement for the purposes of Section 148 of the Act.

**CREDITS** Credits sought for returned goods are at the Company's discretion. An invoice number and a purchase date must be provided for all goods returned for credit. Any freight costs involved in returning goods to the Company are the responsibility of the Customer. Any goods returned for credit must be in a saleable condition and within the relevant shelf life. No credits will be issued for specially procured parts. No credit will be given for goods returned more than 30 days from invoice date.

**NOTE** These Terms and Conditions of Sale and any terms and conditions implied by statute, constitute the contract between the parties. Any terms and conditions endorsed on any other documents pertaining to any order and in particular on any order form produced or used by the Customer are expressly negated and do not form part of the contract between the parties unless the Company has specifically adopted in writing those terms and conditions.

**DECLARATION** I have read the Terms & Conditions of Sale and agree that they form the contract between Dutton Diggers & Diesel Ltd and the Customer, and that they amount to a Security Agreement for the purposes of the Personal Property Securities Act 1999 which gives a right to the Company to register a financing statement. In particular, I note that payment is due on the 20th day of the month following purchase and accept Dutton Diggers & Diesel Ltd's right to charge interest on overdue accounts.

I (full name) .....

warrant to Dutton Diggers & Diesel Ltd that as an agent of the Customer, I am authorised to enter into this contract on the Customer's behalf and to bind the Customer to its terms.

I warrant to Dutton Diggers & Diesel Ltd that the information given in this application is, to the best of my knowledge, correct.

Signed: ..... Date: .....

Full Name: ..... Position: .....

Signed: ..... Name: .....

Full Name: ..... Position: .....