



Credit Account Application Form

Company/Partnership/Trust/Sole Trader
(Delete as appropriate)

Name of Business:.....

Trading As:.....

Principal Place of Business:.....

.....

Postal Address:.....

Phone No:..... **Fax No:**..... **Mobile:**.....

Registered Office:.....

Date of Registration:.....

Premises:..... **Owned:**..... **Leased:**..... **Rented:**.....

Are Assets Encumbered?..... **if so, to what amount \$**.....

Nature of Encumbrance:.....

Director's/Partner's/Trustee's/Sole Trader's Details:

Given Name(s):..... **Surname:**.....

Address:.....

..... **Ph:**.....

Date of Birth:..... **Driver's Licence No:**.....

Given Name(s):..... **Surname:**.....

Address:.....

..... **Ph:**.....

Date of Birth:..... **Driver's Licence No:**.....

PTO



Credit Details:

Amount of monthly credit required: \$.....

Three (3) Trade References - Name, Address & Telephone Numbers:

1/.....

.....

2/.....

.....

3/.....

.....

Authority

I/we authorise you to obtain and consent to your obtaining from any person or other third party any information which you may require in relation to credit enquiries. I/we also authorise you to give to any third such details of this application and details of subsequent dealings that I/we may have with you as a result of this business relationship. These consents and authorisations are given to you pursuant to the Privacy Act 1993 and the Official Information Act 1982 and shall be a continuing authority until (a) revoked by me/us in writing, and (b) all payments owing to you as a result of this business relationship have been made.

Acknowledgment & Guarantee

I/we acknowledge that I/we have the authority to make this credit application on the behalf of the purchaser of and/or services from Burrell Marketing Group NZ Ltd and in the event of any payment not being made by the purchaser or in the event of any loss being suffered by Burrell Marketing Group NZ Ltd as a result of default by the purchaser then I/we undertake personally to meet the full extent of any such liability including any costs which may be incurred by Burrell Marketing Group NZ Ltd. I/we hereby make application for the purchaser to open/conduct a credit account with you in accordance with standard Burrell Marketing Group NZ Ltd's terms and conditions of sale (copy attached) which we acknowledge we have received and approved. I/we jointly and severally declare that all information given in this application is true and correct.

Signature:.....Witness:.....Date:.....
Applicant

Signature:.....Witness:.....Date:.....
Applicant

Conditions of Sale

Goods are supplied only on the following terms and conditions unless otherwise specifically agreed in writing.

Prices:

List prices are quoted including GST unless otherwise stated on the price list and are based on current rates and are subject to alterations without notice.

Warranty:

In the event of any loss from arising from faulty workmanship of Burrell Marketing Group NZ Ltd will replace or repair at Burrell Marketing Group NZ Ltd's discretion the part or material affected by Burrell Marketing Group NZ Ltd's workmanship (But not from any other cause) notified in writing within 3 Months of the date of invoice. Burrell Marketing Group NZ Ltd only accepts liability under this warranty. All other conditions or warranties, whether as to conditions, description, quality or otherwise, and whether express or implied, are to the full extent permitted by law hereby expressly excluded and negated.

Payments & Ownership of Goods:

Unless otherwise specifically agreed in writing, payment in full is due 20th of the month following invoice date. Un-paid accounts will incur collection and legal fees payable by the customer. All goods supplied by Burrell Marketing Group NZ Ltd remain the property of Burrell Marketing Group NZ Ltd until payment is received in full.

Late Payments Fee:

If at any time monies are overdue, then the whole account will immediately become due and payable and in the event that payment is not received in full by the 20th of the month following invoice interest will be charged at the rate of 11% from due date to the date of payment. All unpaid accounts will incur collection/legal fees payable by the customer.

Exercise of right of entry:

Where the purchaser confers on the vendor or the agent or servant of the vendor the right to enter any premises, whether for the purpose of taking possession of the goods comprised in the agreement or for any other purpose in connection with those goods, the vendor commits an offence against this Act if the manner or time of the exercise of the right is unreasonable, irrespective of the words used to confer the right.

Responsibility:

Burrell Marketing Group NZ Ltd's responsibility for goods ceases at the point of delivery to the customers nominated carriers. The customer will be responsible for all damage to goods in transit by customer's nominated carrier.

Cancellation:

If any order is cancelled, the customer will pay 10% of the invoice amount as cancellation fee, all return freight costs to Burrell Marketing Group NZ Ltd's premises and the cost of replacement or repair of all damage to goods upon re-delivery.

Jurisdiction:

All causes of action will be deemed to arise within the Porirua District Court area.

PERSONAL GUARANTEE

In consideration of Burrell Marketing Group NZ Ltd granting credit for goods and/or services which have already been supplied or which are to be supplied to the Customer

I, _____
[print full name of Guarantor]

of _____
[residential address of Guarantor]

hereby further guarantee as follows:

1. In order to give effect to the guarantee in the Original Application Form, I declare that Burrell Marketing Group NZ Ltd shall be at liberty to act as though I am the principal debtor and I hereby waive any of my rights as surety which may at any time be inconsistent with this guarantee or the guarantee provided by myself in the Original Application Form.
2. If the Customer goes into liquidation, voluntary administration, receivership or enters into a deed of company arrangement, then I agree not to prove in such liquidation, voluntary administration, receivership or deed of company arrangement until your debt together with interest and legal costs are paid in full.
3. If the Customer defaults in payment, I will be liable for all costs incurred in taking recovery action including full legal costs on a Solicitor/Client basis.
4. I charge in favour of Burrell Marketing Group NZ Ltd as security for the Customer's obligations to Burrell Marketing Group NZ Ltd, all right, title and interest in any property held by myself either alone or jointly with anyone or acquired by myself at any time hereafter. If the Customer or myself default(s) in payment of any amount owed to Burrell Marketing Group NZ Ltd, I authorise Burrell Marketing Group NZ Ltd to lodge a Caveat against any such property and appoint Burrell Marketing Group NZ Ltd to be my Attorney for this purpose, provided that, this Authority is to be taken as authority to create a Mortgage Charge on property if a Caveat is not possible or if a Mortgage Charge is necessitated to protect Burrell Marketing Group NZ Ltd's interests, at Burrell Marketing Group NZ Ltd's discretion.

This guarantee is given in addition to my rights and obligations pursuant to the guarantee in the Original Application Form.

Signed by the Guarantor

_____) _____
this day of) [Signature of Guarantor]
20 in the presence of:) _____
[Guarantor's date of birth]

_____ [Signature of Witness] _____ [Guarantor's drivers licence number]

_____ [Full Name of Witness]

[Residential Address of Witness]