

QUEENSTOWN ENGINEERING 2009 LIMITED

APPLICATION FOR CREDIT

Trading Name:

Registered Company
Name/Legal Name:

Business Postal Address:

Physical Address:

Email Address:

Business Ph:
Business Fax

Residential Phone:
Mobile:

Type of Business: Limited Company Partnership
 Sole Trader Other (specify)

Co. Registration No.

GST No.

Nature of Business:

Period Trading Under
Present Owners:

Name, Address and Date of Birth of Directors/Partners/Sole Trader:

<i>Surname</i>	<i>First Name</i>	<i>Middle Name</i>	<i>Date of Birth</i>	<i>Residential Address</i>	<i>Drivers Licence No.</i>
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Trade Credit References: (minimum 6 months trading history required)

<i>Name of Company</i>	<i>Town/City</i>	<i>Telephone Number</i>
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1.

2.

3.

DECLARATION

DECLARATION: I/We acknowledge and agree that all supplies made to us (the **Client**) by Queenstown Engineering 2009 Limited will be subject to the Terms of Trade set out overleaf, which I/We have read and understood. The Terms provide (amongst other things) for the grant by us to Queenstown Engineering 2009 Limited of a security interest in all Goods purchased from Queenstown Engineering 2009 Limited to secure payment of all amounts owing (in whatever capacity) by us to Queenstown Engineering 2009 Limited.

Name (please print full name)

Signature

Designation

Date

Address

Name (please print full name)

Signature

Designation

Date

Address

- 1. Acceptance**
 - 1.1 By signing the Application for Credit the Client accepts these Terms of Trade and agrees that these Terms of Trade prevail over any other terms, including the Client's terms of trade.
- 2. Price**
 - 2.1 Unless otherwise agreed in writing all freight, insurance, delivery and travel charges will be additional to any price quoted. Unless otherwise agreed in writing any quoted price may be altered prior to delivery of Goods to you, or before completion of repairs or services by the Supplier, if its costs fluctuate materially. The Supplier may withdraw any quotation before it is accepted and in any event any quotation will lapse 30 days after it is given without notice. GST will be payable by you as an additional amount on all prices and charges.
- 3. Terms of Payment**
 - 3.1 If required by Queenstown Engineering 2009 Limited, the Client must pay the deposit (as set out in the Order) at the time of placing the Order.
 - 3.2 Payment will be made without deduction on or before the due date as agreed in the Order. If full payment is not received by Queenstown Engineering 2009 Limited from the Client by the due date, then the Client will be in default under these Terms of Trade and Queenstown Engineering 2009 Limited may exercise all of the rights and remedies set out in these Terms of Trade and otherwise available by law. If the debt has not been settled by the due date Queenstown Engineering 2009 Limited reserves the right to charge the Client interest at the rate of 2.5% per month, payable on a daily basis from the due date; and the Client will be responsible for all expenses (including Queenstown Engineering 2009 Limited's Solicitor, Debt Collection Agents and the clients own legal costs) which may be incurred by Queenstown Engineering 2009 Limited as a result of the default; and Queenstown Engineering 2009 Limited may withhold the further supply of Goods to the Client. Any default on payment of the amounts owed by the due date will give rise to Queenstown Engineering 2009 Limited being able to cancel this agreement if it so wishes.
 - 3.3 If the Client wishes to make payment by credit card then Queenstown Engineering 2009 Limited reserves the right to on-charge any applicable merchant services fee.
- 4. Ownership and risk**
 - 4.1 Notwithstanding that ownership in the Goods may not have passed to the Client, risk in the Goods will pass to the Client when Goods are delivered to the Client or into the custody of a party acting on behalf of the Client and the Client will be obliged to insure the Goods from the time of delivery and the Client must note Queenstown Engineering 2009 Limited's interest in the Goods on any insurance policy.
 - 4.2 Despite, section 109 of the Personal Property Securities Act 1999 (**Act**), and in addition to the rights contained in that section, Queenstown Engineering 2009 Limited may recover any or all of the Goods and re-sell them and for such purpose may at any time of the day or night enter by force if necessary upon any premises where such Goods are reasonably thought to be stored and the Client grants Queenstown Engineering 2009 Limited an irrevocable right and authority to so recover, re-enter and re-sell.
- 5. Delivery**
 - 5.1 Unless otherwise agreed in writing by Queenstown Engineering 2009 Limited, delivery is deemed to be made on the earlier of delivery to the Client's premises or delivery into the Client's custody including its carrier or forwarder. If a delivery date is specified, that date is an estimate only and the Queenstown Engineering 2009 Limited is not liable for any delay in delivery. Time is not of the essence in relation to delivery and the Client must accept delivery and pay for the Goods delivered including handling/delivery fees, if applicable, even if they are delivered after any specified delivery date.
- 6. Inspection of Goods**
 - 6.1 The Client must inspect the Goods immediately following delivery.
 - 6.2 Any claim that the Goods are not in accordance with these terms and conditions (including if they are defective, damaged during delivery, or are short delivered, or services not as per contract) must be made in writing to Queenstown Engineering 2009 Limited within 7 days after delivery of the Goods to the Client. If the Client fails to make a claim within that time period then, to the extent permitted by law, the Goods are deemed to have been accepted by the Client and the Client must pay for the Goods in accordance with these terms and conditions.
- 7. Retention of Title**
 - 7.1 Title in the Goods supplied by Queenstown Engineering 2009 Limited to the Client does not pass to the Client until the later of delivery and the date those Goods have been paid for in full. Until title has passed, the Client takes custody of the Goods and retains them only as fiduciary and bailee of Queenstown Engineering 2009 Limited. Until title has passed:
 - (a) to the extent possible the Client must store the Goods in a manner that shows clearly they are the property of Queenstown Engineering 2009 Limited, maintain records relating to the Goods, secure the Goods from risk, damage and theft and ensure that the Goods are kept in good and serviceable condition;
 - (b) the Client may not on- sell the Goods.
 - (c) If the Client uses the Goods in some construction process of its own or of a third party, the Client must hold on trust for Queenstown Engineering 2009 Limited that part of the proceeds of the construction process as is equal to the amount owing by the Client to Queenstown Engineering 2009 Limited at the time of receipt of the proceeds and immediately pay such proceeds to Queenstown Engineering 2009 Limited on demand.
 - 7.2 If the Client fails to make payment for the Goods by the due date then at any time thereafter Queenstown Engineering 2009 Limited shall be entitled to enter the premises where the Goods are located and remove them. Queenstown Engineering 2009 Limited shall not be responsible for any damage caused in entering and removing the Goods. The Client is liable for all costs incurred by Queenstown Engineering Limited (including transportation and storage (in entering and removing the Goods. Queenstown Engineering may resell the Goods and apply the proceeds of sale in reduction of the Client's indebtedness.
- 8. Warranties**
 - 8.1 To the fullest extent permitted bylaw, unless otherwise agree in writing:
 - (a) these terms and conditions exclude all other conditions, warranties, liabilities or representations in relation to the Goods whether express or implied.
 - (b) where Goods have not been manufactured by Queenstown Engineering 2009 Limited, the Client is only entitled to such benefits as Queenstown Engineering 2009 Limited may receive under any guarantee given to Queenstown Engineering 2009 Limited by the manufacturer of the Goods. The Client acknowledges that the Client must ensure that the Goods are inspected and serviced according to the manufacturer's requirements at the Client's cost to maintain the benefit of such manufacturers guarantees;
 - (c) the liability of Queenstown Engineering 2009 Limited for a breach of this agreement or any condition, warranty, liability or representation that cannot be excluded is limited, at Queenstown Engineering 2009 Limited's option, to any one or more of the following:
 - (i) replacement of the Goods or the supply of equivalent Goods;
 - (ii) payment of the cost of replacing the Goods or of acquiring equivalent goods, by credit to the Client's account, in cash or by cheque at Queenstown Engineering 2009 Limited's discretion; or
 - (iii) repayment of any part of the purchase price of the Goods which has been paid by the Client, by credit to the Client's account, in cash or by cheque at Queenstown Engineering 2009 Limited's discretion.
 - (d) except as otherwise provided in these terms and conditions, Queenstown Engineering 2009 Limited is not liable to the Client whether in contract, tort (including negligence of Queenstown Engineering 2009 Limited or its employees or agents) or otherwise at law, for any loss or damage of any kind whatsoever and howsoever arising, including (without limitation) any indirect or consequential loss or any loss of profit, loss of revenue, loss of contract, loss of goodwill or increased cost of workings, arising out of or in connection with the supply of goods.
- 9. Consumer Guarantees Act**
 - 9.1 If the Client is acquiring the Goods for the purposes of a business, then all the guarantees and remedies in the Consumer Guarantees Act 1993 are excluded.
- 10. Information and Privacy Act:**
 - 10.1 For the purpose of facilitating the efficient running of Queenstown Engineering 2009 Limited's business, the Client authorises Queenstown Engineering 2009 Limited to collect all information it may require from any third parties and the Client authorises those third parties to release that information to Queenstown Engineering 2009 Limited; and to hold all information given by the Client or any third parties to Queenstown Engineering 2009 Limited. The Client may request access to and correction of it at any time.
- 11. Personal Property Securities Act 1999**
 - 11.1 The Client acknowledges and agrees that by signing to these Terms of Trade, the Client grants a security interest to Queenstown Engineering 2009 Limited in all Goods previously supplied to the Client by Queenstown Engineering 2009 Limited (if any) and all after acquired goods supplied by Queenstown Engineering 2009 Limited to the Client.
 - 11.2 The Client undertakes to:
 - (a) sign any further documents and/or provide any further information (which information the Client warrants to be complete, accurate and up-to-date in all respects) which Queenstown Engineering 2009 Limited may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) not register a financing statement or a change demand without Queenstown Engineering 2009 Limited's prior written consent; and
 - (c) give Queenstown Engineering 2009 Limited not less than 14 days written notice of any proposed change to the Client's name and/or any other change to the Client's details (including, but not limited to, changes to the Client's address, facsimile number, trading name or business practice).
 - 11.3 Unless otherwise agreed to in writing by Queenstown Engineering 2009 Limited, the Client waives the right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest.
 - 11.4 On Queenstown Engineering 2009 Limited's request the Client must promptly execute any documents and do anything else required by Queenstown Engineering 2009 Limited to ensure that the security interest created under these Terms of Trade constitutes a first ranking perfected security interest over the Goods and their proceeds.
 - 11.5 The Client will pay Queenstown Engineering 2009 Limited all costs, expenses and other charges incurred, expended or payable by Queenstown Engineering 2009 Limited in relation to the filing of a financing statement or a financing change statement in connection with these Terms of Trade.
- 12. Certain provisions not to apply**
 - 12.1 The Client agrees that:
 - (a) nothing in sections 114(1)(a), 117(1)(c), 133 and 134 of the Personal Property Securities Act shall apply to these Terms of Trade;
 - (b) its rights as debtor in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the Act shall not apply to these Terms of Trade.
- 13. Force Majeure**
 - 13.1 Queenstown Engineering 2009 Limited cannot be held liable if it is unable to carry out its obligations under these Terms of Trade due to a Force Majeure event. A Force Majeure event means any event beyond Queenstown Engineering 2009 Limited's reasonable control.

PERSONAL GUARANTEE

To: Queenstown Engineering 2009 Limited

In consideration of Queenstown Engineering 2009 Limited continuing to supply goods and/or services from time to time to:

_____ *(the Client)*

at my/our request (which request is hereby acknowledged)

I/We: _____ *(name of guarantor/s)*

jointly and severally guarantee to Queenstown Engineering 2009 Limited (and its successors and assigns) payment of all monies now owing or at any time or times to become owing to Queenstown Engineering 2009 Limited by the Customer.

I/We further acknowledge that this guarantee shall be a continuing or standing guarantee and that no granting of time, credit or any other indulgence or concession to the Customer by Queenstown Engineering 2009 Limited nor waiver, compromise or neglect to sue on the part of Queenstown Engineering 2009 Limited shall limit or impair our liability to Queenstown Engineering 2009 Limited. As between Queenstown Engineering 2009 Limited and us, we shall be deemed to be principal debtors and liable to Queenstown Engineering 2009 Limited accordingly.

The following is to be dated and signed by the Guarantor/s (who acknowledge(s) receipt of a copy of this document).

Dated: _____
(day) (month) (year)

Guarantor/s

Signature of Guarantor

Signature of Guarantor

Name of Guarantor

Name of Guarantor

Date of Birth

Date of Birth

Address

Address

in the presence of:

in the presence of:

Signature of Witness

Signature of Witness

Occupation

Occupation

Address

Address