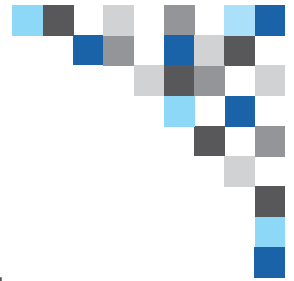


APPLICATION FOR CREDIT ACCOUNT



Stoddart NZ Limited

Company Number 6837694 NZBN 94 290 467 907 36
 295 Church Street, Onehunga, Auckland, NZ
 Ph: 0800 791 954 Email: sales@stoddart.co.nz

Account No.

APPLICATION FOR CREDIT ACCOUNT

All credit accounts provided by Stoddart NZ Limited ("Stoddart") to Customers are provided on the Trading Terms and Conditions ("Terms") provided with this Application. Customers and, where applicable, Guarantor(s) are required to fully complete this Application form and to sign the Application where indicated on the last page before Stoddart will consider whether it will approve the Application. Please note that, except as provided for in the Terms, the details provided are for the confidential use of Stoddart for the supply and provision of products and services to Customer.

A. APPLICANT DETAILS ["Customer"] (Please use block letters)

CONTACT AT STODDART _____

ACCOUNT NAME: _____

COMPANY PARTNERSHIP SOLE TRADER / INDIVIDUAL Trust/Trustee

POSTAL ADDRESS: _____

 POSTCODE: _____

BUSINESS ADDRESS: _____

 POSTCODE: _____

TELEPHONE NO: _____ FAX NO: _____ MOBILE NO: _____

EMAIL ADDRESS: _____

ACCOUNTS PAYABLE CONTACT: _____ DIRECT PHONE: _____

PERSON RESPONSIBLE FOR PURCHASING: _____ DIRECT PHONE: _____

THE CREDIT SOUGHT BY CUSTOMER: BUSINESS USE PERSONAL USE (TICK APPLICABLE)

NATURE OF BUSINESS _____

REGISTERED LEGAL NAME: _____

REGISTERED BUSINESS NAME: _____

TRADING NAME (If applicable): _____

REGISTERED OFFICE ADDRESS: _____

COMPANY NUMBER: _____ N.Z.B.N.: _____

DATE COMMENCED: _____ NOMINAL CAPITAL: \$ _____ PAID UP TO CAPITAL: \$ _____

NAME OF TRUST (If Applicable): _____ NZBN FOR TRUST (if different to above): _____

FULL PARTICULARS OF SOLE TRADER, INDIVIDUAL TRUSTEES, ALL PARTNERS OR ALL DIRECTORS:

	Private Phone	Date of Birth	One of the following: <ul style="list-style-type: none"> ▪ Drivers Licence No. ▪ New Zealand Passport No. ▪ Foreign Passport No and place of issue; ▪ Birth Certificate No. and place of birth
1. Name			
Address			
2. Name			
Address			
3. Name			
Address			





APPLICATION FOR CREDIT ACCOUNT

B. GUARANTOR(S) – Please ensure all directors complete the following details.

Name: _____ Address: _____

Name: _____ Address: _____

DETAILS OF ANY PAST INSOLVENCY OF THE GUARANTOR(S) AND/OR CUSTOMER: (Attach separate page for additional space)

C. BUSINESS PREMISES OWNED LEASED MORTGAGED (Tick Applicable)

DETAILS OF LESSOR / AGENT OR MORTGAGEE:

D. TRADE REFERENCES (Major suppliers where you are currently buying)

1. Name: _____ Suburb: _____ Phone No.: _____

2. Name: _____ Suburb: _____ Phone No.: _____

3. Name: _____ Suburb: _____ Phone No.: _____

4. Name: _____ Suburb: _____ Phone No.: _____

E. BANKER

Bank Name: _____ Branch Address: _____

F. CREDIT LIMIT REQUESTED

ANTICIPATED MONTHLY CREDIT REQUIRED:

\$

(Subject to clause 1.2 of the Terms)

H. ACCEPTANCE

This Application will be accepted only when both Customer and Stoddart have signed this Application and acknowledged receipt of the Terms.

I. OTHER DIVISIONS

Customer agrees that this Application relates to all transactions with Stoddart.

J. PRIVACY ACT & CREDIT INFORMATION

Each of Customer and Guarantor(s) acknowledge that the information provided in any credit application or order, and to Stoddart from time to time, is the basis for the evaluation by Stoddart of Customer's and/or Guarantor's financial standing and creditworthiness and hereby:

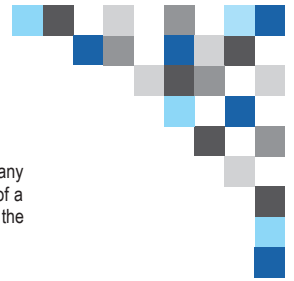
- (a) Certify that the information is true and correct;
- (b) Acknowledge that Stoddart has informed them, in accordance with the Privacy Act 1993 (the "Privacy Act") that certain items of personal information, including an opinion about each of them, are permitted to be kept on a credit information file and may be disclosed by Stoddart to credit reporting agencies;
- (c) In accordance with the Privacy Act, agree to Stoddart obtaining from any source, information concerning their commercial activities and credit worthiness and using such information to assess whether to accept any credit application and/or to provide credit to Customer and/or supply goods or services to Customer from time to time; and
- (d) Agree that Stoddart may give and seek from any source reports and information that has any bearing on Customer's creditworthiness, credit standing or credit history insofar as Stoddart considers such action to be necessary or desirable to protect or exercise its rights hereunder.

K. Changes to Business

Customer and each Guarantor agree to notify Stoddart immediately of any current or impending changes to Customer's business (that may affect Stoddart's access to or security of goods). Such changes may include, but are not restricted to, closure of the business, change of ownership or directors, movement of primary place of business, changes to operating hours and/or any financial action (voluntary or otherwise) such as administration, liquidation or receivership.



APPLICATION FOR CREDIT ACCOUNT



L. PREVIOUS INSOLVENCY

Customer hereby discloses (by circling the appropriate answer below) whether any related entity or related body corporate of Customer or any Guarantor has ever been affected by any incidence of insolvency (whether subject to bankruptcy, administration or liquidation, the appointment of a Receiver or a Trustee to them or any property owned by them) or entered into any arrangement with a creditor for compromise of a debt under the *Corporations Act*, the *Bankruptcy Act* or otherwise.

Has any relevant person/identity been so affected?

YES/ NO

If "yes" – provide details:

M. Personal Property Securities Act 1999 (PPSA)

Definitions: the terms accession, financing statement, personal property, verification statement, purchase money security interest, and security interest have the meanings given to them under the PPSA.

In consideration of Stoddart supplying goods to Customer:

Registration: Customer agrees Stoddart may register its security interest in goods, and all of Customer's present and future rights in relation to goods, on the Personal Property Securities Register established under the PPSA. Registration charges incurred by Stoddart when registering a financing statement or a financing change statement must be paid by Customer and may be debited by Stoddart against Customer's credit account with Stoddart.

Purchase Money Security Interest: Customer grants to Stoddart a purchase money security interest ("PMSI") and agrees that any goods or proceeds of goods coming into existence after the date of these Terms will immediately be subject to Stoddart's PMSI without the need for any further action or agreement by any party.

Security Interest: Customer agrees goods, and all Customer's present and future rights to goods, are subject to a continuing security interest in the form of a PMSI in favour of Stoddart for the payment of all amounts owing, and the performance of all Customer's obligations under these Terms and any Customer Contract.

Attachment: Customer agrees it received and will continue to receive valuable consideration at the date of any delivery of goods and confirms Customer has not agreed to postpone or defer the time for attachment of the security interest created by these Terms.

Contracting Out: Customer agrees (to the extent permitted under section 107 of the PPSA), that Customer waives its rights under sections 108, 109, 111(1), 112, 114(1)(a), 120(1), 122, 133, and 134 including its 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.

Provide Information: Customer must promptly, on any request by Stoddart, execute all documents and do anything reasonably required by Stoddart to ensure the PMSI created by these Terms constitutes a perfected security interest over goods.

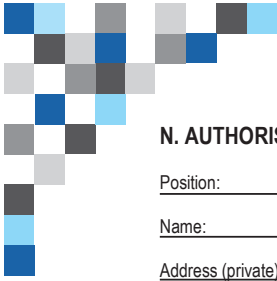
Financing Change Statements: At any time any amount is payable by Customer to Stoddart or Customer has possession or control of any goods Customer must not:

- (i) In relation to any financing statement registered by Stoddart under the PPSA:
 - (A) Require Stoddart or permit any person other than Customer to require Stoddart to register a financing change statement; or
 - (B) Lodge a change demand or permit any person other than Customer to require Stoddart to allow any other person to lodge a change demand
- (ii) Enter into or accept, or allow any other person to enter into or accept, a financing change statement in relation to a Stoddart financing statement relating to Customer.

Customer's Obligations:

- (i) Customer must:
 - (A) Maintain and keep goods in its possession or control in good working order and condition any protected against theft, loss or damage;
 - (B) Ensure any proceeds of sale of goods are first applied in satisfaction of all Customer's indebtedness to Stoddart under these Term's
 - (C) Permit Stoddart at all reasonable times by its agents, employees or officers to enter upon any premises owned or occupied by Customer to view, inspect and remove goods without Stoddart being responsible for any damage caused doing so;
 - (D) Immediately notify Stoddart if Customer becomes aware of any person taking steps to register a financing statement in relation to goods.
- (ii) Customer must not:
 - (A) Consent to or enter into any agreement which permits any person to register a security interest in relation to goods in priority to Stoddart's security interest as first ranking security holder over goods; or
 - (B) Except in the normal course of business, sell, lease, dispose of, create a security interest in, mortgage or part with possession of goods or any interest in goods (or purport or attempt to purport to do so).





APPLICATION FOR CREDIT ACCOUNT

N. AUTHORISED PERSON COMPLETING THIS APPLICATION FOR CUSTOMER

Position: _____

Name: _____

Address (private): _____

Postcode: _____ Telephone: _____

SIGNATURE: _____ **DATE:** _____

(Signed for and on behalf of Customer)

The person completing this Application on behalf of Customer **REPRESENTS AND WARRANTS** that Customer has authorised him/her to sign this Application on Customer's behalf and that the information set out in this Application is true and correct and the person completing this Application **ACKNOWLEDGES** on behalf of Customer that Customer has received, read and understood the Terms and further acknowledges Stoddart will rely upon this Application to grant credit to and / or deal with Customer.

Customer guarantee attached to be completed unless Stoddart agree to waive the requirement for a guarantee.

INTERNAL USE ONLY

Sales Person: _____

Comments: _____





GUARANTEE to SUPPORT APPLICATION FOR CREDIT ACCOUNT

- 1.1 Guarantor promises:
- (a) that Customer will comply in all respects with these Terms; and
 - (b) to pay to Stoddart upon demand all moneys which Customer owes to Stoddart.
- 1.2 Guarantor indemnifies Stoddart against all loss, damage, costs (including legal costs on an indemnity basis) and expenses which Stoddart suffers by reason of Customer's breach of these Terms including any failure to pay any moneys due to Stoddart.
- 1.3 If Guarantor is a Trustee of any trust, whether or not disclosed to Stoddart:
- (a) Guarantor must produce a stamped copy of the trust deed (with any amending documents) with these Terms;
 - (b) Guarantor warrants that it has full power and authority to enter into any agreement with Stoddart on behalf of the trust and that Guarantor is bound by these Terms both personally and in its capacity as Trustee;
 - (c) Guarantor warrants that, in the case of default of these Terms, Stoddart can enforce any right or remedy accruing to it (under these Terms or otherwise) against any property in which Guarantor has an interest, whether in its own capacity or as a Trustee or beneficiary of any trust (including, but not limited to, under clause 2).
- 1.4 Where this Guarantee is given by more than one person, their liability is both joint and several.
- 1.5 This Guarantee is a continuing guarantee and indemnity for the whole of the moneys owing to Stoddart from time to time and shall remain in full force and effect until discharged by Stoddart in writing.
- 1.6 This Guarantee may be enforced against Guarantor without Stoddart being first required to exhaust any remedies it may have against Customer or to enforce any security it may hold for the moneys owing.
- 1.7 Guarantor:
- (a) agrees to allow Stoddart to provide credit reporting agencies with all information regarding Guarantor permitted by the *Privacy Act 1993* as amended and any other legislation permitting the providing of information to certain persons or entities;
 - (b) consents to Stoddart obtaining information regarding Guarantor from credit reporting agencies; and
 - (c) agrees to provide Stoddart from time to time (upon request) with a list of the assets and liabilities of Guarantor.
- 1.8 Further, Guarantor must disclose in item B of the Items Schedule to these Terms full particulars of any current or past instance affecting Guarantor or Customer, or any company/business they have been involved with, whatsoever involving Customer/Guarantor/company/business being insolvent (whether subject to bankruptcy, administration or a liquidation), the appointment of a receiver or a Trustee to them or any property owned by them, entering into any arrangement with a creditor for compromise of a debt whether under the Companies Act 1993, the Insolvency Act 2006 or otherwise.
- 1.9 Guarantor acknowledges and agrees that, notwithstanding any action taken by Stoddart to recover or attempt to recover all or part of any moneys owing by Customer from time to time (including, without limitation, by Stoddart proving for any debt in an administration, liquidation or other arrangement affecting Customer), nothing is to be construed as a waiver or compromise of Stoddart's rights to recover Customer's full liability as against Guarantor under this Guarantee.

2. Charging of Interests in Land

- 2.1 In consideration of the acceptance of any credit application, and as an essential condition of any agreement by Stoddart to supply goods or services to Customer from time to time, Customer and any Guarantor(s) each jointly and severally, in their own capacities and as Trustees of any trust (whether disclosed or not), hereby:
- (a) charge all of their interests in any real property (including any leasehold interest) present and future wheresoever situated with the amount of their liability to Stoddart from time to time;
 - (b) agree to sign immediately upon demand by Stoddart all documents and do all things that Stoddart may reasonably require to further secure to Stoddart the amount of the liability of each of Customer and Guarantor(s), including but not limited to executing any guarantee and/or indemnity instruments, mortgage debentures or consents to caveat over any real property (whenever acquired) requested by Stoddart;
 - (c) for the purposes of giving effect to this clause or any action by Stoddart to enforce this clause, irrevocably appoint Stoddart or any person nominated by Stoddart from time to time to be the duly constituted attorney of each of Customer and Guarantor(s); and
 - (d) the power of attorney in this clause is given by Customer and Guarantor by way of security and is irrevocable.





APPLICATION FOR CREDIT ACCOUNT

***IMPORTANT NOTICE:** If you sign this Guarantee you will be bound by the Terms and may be required to pay someone else's debts. You should ensure that you read and understand the Terms. If necessary seek independent professional advice.

SIGNED SEALED AND DELIVERED AS A DEED BY EACH OF THE GUARANTORS:

Each Guarantor **ACKNOWLEDGES** by signing this Application that s/he has received, read and understood and agrees to be bound by the Terms.

NAME (PLEASE PRINT): _____ **WITNESS NAME:** _____
(PLEASE PRINT)

ADDRESS: _____

_____ **DATED:** _____

SIGNATURE: _____ **WITNESS SIGNATURE:** _____

NAME (PLEASE PRINT): _____ **WITNESS NAME:** _____
(PLEASE PRINT)

ADDRESS: _____

_____ **DATED:** _____

SIGNATURE: _____ **WITNESS SIGNATURE:** _____

NAME (PLEASE PRINT): _____ **WITNESS NAME:** _____
(PLEASE PRINT)

ADDRESS: _____

_____ **DATED:** _____

SIGNATURE: _____ **WITNESS SIGNATURE:** _____

OFFICE USE ONLY

Account Type	Card		
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Branch Comments:

Branch Manager		Representative / Sales Person	
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Date Approved: _____ Credit Manager: _____

