

**TO BE COMPLETED IN FULL BY THE APPLICANT**

1. REGISTERED COMPANY NAME: \_\_\_\_\_

2. TRADING NAME: \_\_\_\_\_

3. STREET ADDRESS: \_\_\_\_\_ POST CODE: \_\_\_\_\_

4. LOCATION AND NAME OF REGISTERED OFFICE: \_\_\_\_\_

5. ACCOUNTS POSTAL ADDRESS: \_\_\_\_\_

6. TELEPHONES: BUSINESS HOURS: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

7. CONTACT NAME: \_\_\_\_\_ EMAIL: \_\_\_\_\_

8. MOBILE PHONE: \_\_\_\_\_ AFTER HOURS: \_\_\_\_\_

9. DATE INCORPORATED: \_\_\_\_\_ CAPITAL OF COMPANY: \$ \_\_\_\_\_

10.	NAME OF DIRECTORS/CO.SEC	PRIVATE ADDRESS	PHONE	SHARES HELD
A	_____	_____	_____	_____
B	_____	_____	_____	_____
C	_____	_____	_____	_____

11. NATURE OF BUSINESS: \_\_\_\_\_

12. PROJECTED MONTHLY TRADE: \$ \_\_\_\_\_

13.	TRADE REFERENCES - 3 REQUIRED	NAME & ADDRESS	PHONE	ACCOUNT NO.
A	_____	_____	_____	_____
B	_____	_____	_____	_____
C	_____	_____	_____	_____

The Applicant applies to open a Monthly Credit Account with Courier Sharpening Limited ("Courier Sharpening") and offers to purchase goods and/or services on the terms of this application and the conditions of sale appearing overleaf. The Applicant:

1. Confirms that all information supplied in this form is true and correct.
2. Agrees that the terms of trade are strictly settlement on or before 20<sup>th</sup> of the month following the month of delivery and that interest will run at 18% per annum (1.5% per month) plus GST on all amounts unpaid as at that date.
3. Acknowledges that the information supplied on this form will be used for the purposes of:
  - (a) Assessing the Applicant's credit application.
  - (b) Administering the Applicant's monthly credit account.
4. Irrevocably authorises the Supplier to:
  - (a) Use the information for the above purposes.
  - (b) For the purpose of maintaining effective credit records provide the information contained in this application along with details of any dealings the Supplier has with the Applicant to any third party, credit agency or otherwise.
  - (c) Obtain any information concerning the Applicant from any other source.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ Signed: \_\_\_\_\_

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_

Full Personal Name: \_\_\_\_\_ Occupation: \_\_\_\_\_

Capacity: \_\_\_\_\_ Address: \_\_\_\_\_

**GUARANTEE**

I/We, the persons named as Guarantor acknowledge that I/we am/are aware of all the provisions of this application and the terms upon which credit is to be provided to the Applicant and I/we confirm that such credit as shall be made available to the Applicant is at my/our request and the covenants contained in this Agreement (including any variation of this Agreement) shall bind me/us jointly and severally as a principal debtor.

Full name: \_\_\_\_\_ Signature: \_\_\_\_\_

Full name: \_\_\_\_\_ Signature: \_\_\_\_\_

Witness Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Signed: \_\_\_\_\_ Witness: \_\_\_\_\_

Address: \_\_\_\_\_

Occupation: \_\_\_\_\_ Dated: \_\_\_\_\_

**FOR OFFICE USE ONLY**

APPROVED (Signature): \_\_\_\_\_ DATE APPROVED: \_\_\_\_\_

## TERMS AND CONDITIONS

### 1. Price

- 1.1 The price of the goods and/or services will be that applying at the date of delivery. Courier Sharpening Ltd reserves the right to pass on to the Customer any changes in the price after acceptance of the Customer's order which arise from circumstances beyond Courier Sharpening's control.
- 1.2 Prices of the goods are based on current exchange rates, materials, transport and general manufacturing costs and should there be any increase in such rates hereof then the prices quoted shall be varied accordingly.
- 1.3 If the total price of the goods and/or services rises by more than 10% then the Customer may elect to cancel the order. Notice of any such cancellation must be given to Courier Sharpening within seven (7) days of the Customer being notified as to the price increase. Should the order be cancelled with the goods having been delivered then the Customer will return the goods to Courier Sharpening in the condition that they were at delivery.

### 2. Payment

- 2.1 Payment shall be made without deduction on the 20<sup>th</sup> of the month following date of delivery of the goods (or any of the goods) and/or the services. No payment shall be withheld, reduced or deferred on account of any claim, counterclaim, set off or otherwise.
- 2.2 If full payment is not made by due date:
- (a) Interest shall run on the amount unpaid at 1.5% per month plus GST calculated on a daily basis. Such interest shall accrue after as well as before judgment.
- (b) The Customer shall pay all expenses and full legal costs incurred by Courier Sharpening through the Customer's failure to pay.

### 3. Delivery

- 3.1 The Customer pays for the delivery of the goods.
- 3.2 All claims for errors or short delivery must be made within seven (7) days of delivery.
- 3.3 If Courier Sharpening is organising delivery it is entitled to deliver the goods between 7.00am and 8.00pm on any day which is not a public holiday. If the Customer or an authorised agent is not present at the delivery site, then the goods will be deemed to be delivered in any event.
- 3.4 Any periods or times quoted for delivery are to be regarded as estimates and while Courier Sharpening will do its best to keep such periods and times no guarantee is given and Courier Sharpening accepts no responsibility for loss or damage resulting from such delay. Delays due to circumstances outside the control of Courier Sharpening shall not entitle the Customer to cancel any order or refuse to accept delivery.

### 4. Ownership

- 4.1 Ownership of the goods shall not pass to the Customer until all amounts owing by the Customer to Courier Sharpening in respect of those goods and all other goods and services have been paid. Until ownership has passed the Customer holds the goods on behalf of Courier Sharpening under the following conditions:
- (a) Courier Sharpening is permitted to enter on to the Customer's premises to inspect and/or repossess the goods.
- (b) Courier Sharpening may repossess the goods at any time after:
- (i) The due date for payment or any of the goods; or
- (ii) The commencement of the winding up of the Customer; or
- (iii) The committing of an act of bankruptcy by the Customer; or
- (iv) Any attempt by the Customer to enter into a debt compromise arrangement with the Customer's creditors.
- (c) If the Customer manufactures, intermingles or deals with the goods in such a manner that they become an integral part of any other object then the Customer shall be deemed to do so as agent of Courier Sharpening and ownership of the goods will remain with Courier Sharpening as principal.

### 5. Personal Property Securities Act 1999 ("PPSA") and Protection of Courier Sharpening's Rights

- 5.1 The Customer acknowledges that on signing this Agreement the Customer grants Courier Sharpening a security interest in favour of Courier Sharpening in respect of the goods and all of the Customer's present and after-acquired personal property and secures payment by the Customer to Courier Sharpening of all amounts from time to time owing by the Customer to Courier Sharpening under this Agreement or any other Agreement.
- 5.2 The Customer shall do all things necessary to enable the perfection, re-perfection, and/or maintenance of perfection of the security interest granted by the Customer to Courier Sharpening under this Agreement, including granting Courier Sharpening the right to, without prior notice, enter premises under the Customer's control and re-take possession of the goods.
- 5.3 The Customer shall indemnify Courier Sharpening for all costs and expenses incurred in arranging finance and giving effect to this Agreement, including in connection with the perfection and maintenance of perfection of the security interest created under this Agreement.
- 5.4 The Customer shall notify Courier Sharpening of any change in name not less than 7 days before the change takes effect.
- 5.5 The Customer acknowledges that, to the extent permitted by law, the Customer shall have no rights under the following provisions of the PPSA to:
- (a) receive a verification statement confirming registration under section 148
- (b) receive a notice of sale of collateral under section 114(1)(a);
- (c) receive a statement of account under section 116;
- (d) receive surplus distributed under section 117(1)(c);
- (e) recover any surplus under section 119;
- (f) receive notice of any proposal of Courier Sharpening to retain collateral under section 120(2);
- (g) object to any proposal of Courier Sharpening to retain collateral under section 121;
- (h) not to have goods damaged in the event that Courier Sharpening were to remove an accession under section 125;
- (i) be reimbursed for damage caused when Courier Sharpening removes an accession under section 126;
- (j) refuse permission to remove an accession under section 127;
- (k) receive notice of the removal of an accession under section 129;
- (l) apply to the Court for an order concerning the removal of an accession under section 131;
- (m) redeem collateral under section 132;
- (n) reinstate the Agreement under section 133.
- 5.6 In the event that:
- (a) The Customer fails to perform any obligation contained or implied in this Agreement; and/or
- (b) It is necessary for Courier Sharpening to take any steps or incur any expense to protect its interests under this Agreement, including the registration and maintenance of Courier Sharpening's security interests or repossession of the goods;
- then Courier Sharpening may perform such obligation, pay such money, or incur such expense, and the Customer shall indemnify and reimburse Courier Sharpening for all monies paid or expenses incurred (including all legal and associated costs) by Courier Sharpening (inclusive of any GST).

### 6. Risk

- 6.1 The Customer bears the risk of any loss, damage to or deterioration of the goods due to any cause whatsoever from the time Courier Sharpening gives possession of the goods to a carrier or if Courier Sharpening delivers the goods in its own vehicles from the time of the arrival of the vehicle at the place of delivery.

### 7. Liability

- 7.1 The total liability of Courier Sharpening whether in Agreement, tort or otherwise for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of the goods or any breach of Courier Sharpening's obligations under this Agreement will not in any event exceed the purchase price of the goods.
- 7.2 Courier Sharpening is not liable for any consequential, indirect or special damage or loss of any kind nor is Courier Sharpening liable for any damage caused by the Customer's servants, agents, buyers or other persons whatsoever.
- 7.3 The Customer shall indemnify Courier Sharpening against any claims by the Customer's servants, agents, customers or other persons (whether similar to the foregoing or not) in respect of any loss, damage or injury arising from any defect nor non-compliance of the goods or in any respect of any other matter whatsoever.

### 8. Termination

- 8.1 Courier Sharpening may at any time in its sole discretion without notice to the Customer terminate the credit account. Upon termination all amounts outstanding for goods and services previously supplied to the Customer will become immediately due and payable by the Customer. Courier Sharpening will not be obliged to supply any goods to the Customer.

### 9. Waiver and Forbearance

- 9.1 All the original rights, powers, exemptions and remedies of Courier Sharpening shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof.
- 9.2 Courier Sharpening shall not be deemed to have waived any condition unless such waiver is in writing and signed by Courier Sharpening. Any such waiver shall apply to and operate only in the particular transaction, dealing or matter in respect of which it was given.

### 10. Assignment

- 10.1 Courier Sharpening is entitled at any time to assign to any other person all or part of the debt owing to Courier Sharpening in respect hereof. Any such assignee shall be entitled to claim full rights of set-off or counterclaim against the Customer its chargeholders or successors in respect of the debt or part thereof so assigned.

### 11. Agreement

- 11.1 By entering into this Agreement Courier Sharpening Ltd and the Customer acknowledge that these terms express the entire Agreement between Courier Sharpening Ltd and the Customer and there have been no representations made by either party to the other except such as are expressly set forth herein and that if there is any inconsistency with the terms of any order that may be lodged by the Customer any such order shall be of no effect. The Agreement shall not be subject to change or modification except with the prior written consent of both parties.