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Account name									
Source (Staff Initials)									
Approved by Manager									
Discount group									
References checked									
Application signed									
Guarantee signed									
Date account loaded									
Account loaded by									
Loading checked by									
Account Open Letter Sent									
PPSR REGISTERED									

OFFICE USE ONLY

### APPLICATION FOR CREDIT ACCOUNT

NOTE ALL SECTIONS MUST BE COMPLETED (i.e. Applicant Details & either "Organisations" or "Individuals" section)

**APPLICANT DETAILS** (Please complete details and check)

Trading Name of Organisation \_\_\_\_\_

**TYPE OF BUSINESS** (Please tick one box and describe main activity)

Company  Sole Trader  Trust  Other  Main Activity \_\_\_\_\_

**FOR ORGANISATIONS** (e.g. Companies, Partnerships, Incorporated Societies, Trusts, Govt Dept)

Full Legal Name of Organisation \_\_\_\_\_ GST No \_\_\_\_\_  
 ('The Buyer')

How long has the organisation been trading \_\_\_\_\_ Date of Incorporation (if relevant) \_\_\_\_\_

Physical Address \_\_\_\_\_ Company Number \_\_\_\_\_

Postal Address \_\_\_\_\_ Postal Code \_\_\_\_\_

Address of registered office (if company or society etc), if different from physical address \_\_\_\_\_

Contact person (Title, First Name, Last Name) \_\_\_\_\_ Authority to charge account \_\_\_\_\_

Daytime Telephone \_\_\_\_\_ Mobile \_\_\_\_\_

E-mail Address \_\_\_\_\_ Fax No \_\_\_\_\_

**IF PARTNERSHIP** (also complete the following) Number of Partners \_\_\_\_\_ GST No \_\_\_\_\_

Full Names of first and second partner (if more than 2 partners, please provide additional information on a separate sheet)

1 \_\_\_\_\_ D.O.B \_\_\_\_\_

2 \_\_\_\_\_ D.O.B \_\_\_\_\_

Residential Address 1 \_\_\_\_\_ The Property is Rented  Owned by You

2 \_\_\_\_\_ Rented  Owned by You

Postal Address \_\_\_\_\_

If you have lived at the above address for less than 5 years, please state your previous address(es) for the last 5 years

1 \_\_\_\_\_ 2 \_\_\_\_\_

**FOR INDIVIDUALS** (Including Sole Traders) GST No \_\_\_\_\_

Full Names 1 \_\_\_\_\_ ('The Buyer') D.O.B \_\_\_\_\_

2 \_\_\_\_\_ ('The Buyer') D.O.B \_\_\_\_\_

Previous Surname if married (if you also use the previous name) \_\_\_\_\_

Trading Name (if applicable) \_\_\_\_\_

Residential Address(s) 1 \_\_\_\_\_ The Property is Rented  Owned by You

2 \_\_\_\_\_ Rented  Owned by You

Delivery Address \_\_\_\_\_

Postal Address \_\_\_\_\_

Delivery Instructions (Method of Transport, Bay, Jetty No etc) \_\_\_\_\_

PACKING SLIP REQUIRED? YES / NO

PURCHASE ORDER/JOB NAME REQUIRED ON INVOICES? YES / NO

DO YOU REQUIRE STATEMENTS TO BE EMAILED? Y N

Who has authority to charge to your account \_\_\_\_\_

**GUARANTEE** (Pertains to Partnerships and Sole Traders)

Type of Business

If you have lived at the above address for less than 5 years, please state your previous address(es) for the last 5 years

1	2
Postal Address	

Contact Person (title, first name, last name) if different from names given above	Delivery Area
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Daytime Telephone	Mobile	Bach No
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E-mail address	Fax No
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ALL APPLICANTS TO COMPLETE BELOW		Credit Limit Required		Office Use Only
Trade References		\$	Phone Number	Checked by
1				
2				
3				

<b>FORM OF IDENTIFICATION</b>	(License or Passport Number, Photo ID etc)	Identification sighted by

**DECLARATION**

By signing and returning the Application, I/We

- 1 understand that Picton Building Centre Ltd ("The Seller") reserves the right to decline this Application.
- 2 confirm that the information supplied by me/us in this Application is correct and complete and I/We agree to immediately advise the Seller of any material change of any of the information contained in this Application to this Application and agree to be bound by the Terms of Trade and this Application.
- 3 have read and understood the Seller's standard terms and conditions of trade ("Terms of Trade") attached to this Application and agree to be bound by the Terms of Trade and this Application.
- 4 acknowledge that all debts in excess of trading terms will be placed on "stop supply" and further goods will not be invoiced and delivered until the debt is paid.
- 5 agree that all orders for goods (being the goods described on the invoices) placed with the Seller are supplied on these terms and on the Terms of Trade.
- 6 agree that the Seller may, and we may not, vary or replace these standard terms and conditions and it will be a condition of the Seller continuing to supply goods to us that we agree to sign any variation or replacement of these standard terms and conditions.
- 7 authorise any person or company to provide the Seller with such credit information as the Seller may require about me/us.
- 8 authorise the Seller to collect personal information about me/us from the trade referees named in this Application and from the credit reference agencies used by the Seller. I/We acknowledge that such information is collected for any purpose connected with my/our business, for considering this application and for all purposes in connection with the seller marketing of products and services in New Zealand. I/We consent to the Seller disclosing any such information to credit references and debt collection agencies as part of information exchanges with them. I/We acknowledge that my/our rights at law in relation to obtaining and correcting all information about me/us held by the Seller are not affected.
- 9 acknowledge that where more than one applicant applies for credit each applicant will be jointly and severally liable.

If you have signed this application as a director, partner, trustee or in any other capacity, you agree that the Seller may collect personal information about you from the credit reference agencies used by the Seller. You acknowledge that such information is correct for the purpose connected with the Applicant's business and for considering this application. You may access and correct any personal information held by the Seller.

Name(s)	(if more than 1 individual, both must sign)
1	
Position/Title	
1	

Authorised Signature(s)
1
Date
1

Name(s)	(if more than 1 individual, both must sign)
2	
Position/Title	
2	

Authorised Signature(s)
2
Date
2

**INDEPENDENT TIMBER MERCHANTS  
STANDARD TERMS AND CONDITIONS OF TRADE**

- 1 **Terms of Sale**  
1.1 PICTON BUILDING CENTRE LIMITED and any successor entity ("Seller") will contract to sell and supply goods on these standard terms and conditions only. By placing or confirming an order with the seller, the customer is accepting these standard terms and conditions, and anything to the contrary in the customers enquiries, orders or confirmations will not apply.
- 2 **Orders Irrevocable**  
2.1 The customer may not cancel or vary an order once it has been placed or confirmed.
- 3 **Payment**  
3.1 The customer must pay the price indicated on the invoice, order form or other document or statement issued by the Seller. All freight, packaging and other relevant costs are charged to the customer's account as shown on the invoice  
3.2 All prices are subject to adjustment by any increase in the costs to the Seller of manufacturing or providing the goods that may occur between the dates of quotation and delivery or deliveries of the goods.  
3.3 If credit is granted by the Seller to the customer, payment is due on or before the 20th of the month following the date on the invoice, order form or other document or statement issued by the Seller.  
3.4 If the Seller at any time deems the credit of the customer to be unsatisfactory, it may immediately terminate this contract (as defined in clause 9.1) or any credit arrangement and require the customer to pay the price on delivery of the goods.  
3.5 All costs and expenses of or incurred by the Seller as a result of termination and recommencement of any credit arrangement are payable by the customer upon demand.  
3.6 The Seller may charge interest on any monies which are overdue under the contract commencing on the due date until the date of actual payment. The interest rate will be the interest rate contained in the "Debtors Policy" document published and amended from time to time by the Seller. As at February 2002 the interest rate was 18% per annum.  
3.7 The customer agrees to pay on demand all costs (including commission and legal fees as between solicitor and own client and any other costs) incurred by the Seller or the Seller's agents relating to the recovery of any amounts payable by the customer to the Seller.  
3.8 All payments by the customer must be made in full and without any deduction or right of set off or counterclaim. The customer agrees, however, that all monies which the Seller may owe the customer on any account whatsoever may, at the Seller's option, be set off against payments due by the customer to the Seller.  
3.9 Unless otherwise stated all prices exclude GST, which, if payable, is payable by the customer.
- 4 **Delivery**  
4.1 Delivery of the goods is deemed to be made:  
a. when the customer or the customer's agent is given possession of the goods at the Seller's warehouse or elsewhere (loading is then at the customer's risk); or  
b. when the goods arrive at the customer's premises (unloading is then at the Customer's risk); whichever is the earlier.  
4.2 On delivery, the goods are at the customer's sole risk, and with effect from the time of delivery, the customer will have in place all risks insurance to cover both its interest as bailee of the goods and the Seller's interest as owner of the goods under clause 5.1  
4.3 The Seller may choose the carrier and the method of transport, unless otherwise agreed by the Seller in writing. The Seller may choose to deliver by instalments and may treat each delivery as a separate contract. Should the Seller fail to deliver or make defective delivery of one or more instalments, this will not entitle the customer to repudiate the main contract.  
4.4 If the Seller believes that the customer may not make any payment when due, then the Seller may suspend or cancel any delivery.  
4.5 Any delivery date agreed by the Seller is approximate only, and no delay in delivery will entitle the customer to cancel its order for the goods.
5. **Retention of Title**  
5.1 Title to ownership (both legal and equitable) in all goods delivered by the Seller to the Customer does not pass (and goods supplied by the Seller) to the customer. Until property has passed, the customer will store all goods in such a way that they are clearly identifiable as the property of the Seller.

**Signature**

5.2 Until the customer has paid the Seller in full for all goods supplied, the customer may not sell (unless such sale is in the ordinary course of the customer's business), dispose of or charge the goods and must hold or deal with the goods for and on behalf of the Seller. However, if the goods are sold, in the ordinary course of the customer's business, prior to property passing to the customer, the proceeds of that sale are held by the customer on trust for and on behalf of the Seller.

5.3 Prior to the customer acquiring full property in the goods the Seller or the Seller's agents may at any time enter upon any land, premises or property where it believes such goods may be to view and inspect them, and if the customer has not paid for them in full retake possession of the goods. The customer will indemnify the Seller on demand in respect of any costs or liabilities incurred by the Seller in exercising its rights under this clause.

6 **Personal Property Securities Act 1999**

6.1 The customer acknowledges that the contract creates a security interest ("security Interest") (as that term is defined in the Personal Properties Securities Act 1999 ("PPSA")) in the goods. The customer will, if requested by the Seller, sign any documents (including any new agreements), provide all necessary information and do anything else required by the Seller to ensure that the security interest is a perfected security interest (as that term is defined in the PPSA).

6.2 The customer will not enter into any agreement which permits any other person to register any security interest under the PPSA in respect of the goods without the Seller's prior written consent.

6.3 If the goods are for the Customer's business use, the customer agrees, to the extent permitted under the PPSA and unless the Seller agrees by notifying the customer in writing, that the customer will have no rights under Part 9 (Enforcement) of the PPSA. For example, but without limitation, the customer will have no rights under sections 114(1) (a) and 116 (to receive notice of sale and statement of account,) sections 121(2) and 122 (to receive any proposal or object to any proposal to retain the goods), sections 125 and 129 (relating to removal of accessions), and sections 132 and 133 (to redeem the goods or reinstate the contract).

6.4 The customer saves its right under the PPSA to receive a copy of any verification statement or financing change statement (as those terms are defined in the PPSA)

7 **No Warranty**

7.1 Under no circumstances is the Seller liable for any claim, action, demand, suit, loss, legal fee or other cost or expense of any kind whether directly or indirectly arising from the use or inability to use any goods or services supplied by the Seller.

7.2 No warranties are given by the Seller in respect of goods or services supplied whether in respect of quality, fitness for intended purpose, or otherwise and all warranties implied by law are expressly excluded.

7.3 If the Seller is ever liable to the customer, or any other person, and the Seller cannot rely on the exclusions of representations, warranties or liabilities set out above, then the liability of the Seller is in all cases limited to the amount of the price of the goods.

8 **Returns**

8.1 The Seller may in its discretion accept goods returned in return for a credit and will not be bound to provide a cash refund. The customer must return the goods in "as new" condition to the Seller within 14 days of having accepted delivery of the goods. The Seller will be entitled to charge a handling fee for goods returned and such a charge may be deducted from the amount of credit to which the customer may be entitled.

9 **General**

9.1 These standard terms and conditions and the provisions in the Application For Credit Account (together the "contract") are the full agreement between the Seller and the Customer.

9.2 The Seller may, and the customer may not, vary or replace the contract and it will be a condition of the Seller continuing to supply goods to the customer that the customer agrees to sign any variation or replacement of this contract where required under the terms of this contract.

9.3 To be effective, any waiver of any or all of these terms and conditions by the Seller must be in writing.

9.4 The customer may not assign all or any of its rights or obligations under the contract without the prior written consent of the Seller.

9.5 The Seller is not bound by any error or omission on any invoice, order form or other document or statement issued by the Seller.

9.6 The contract between the Seller and the Customer is governed by the laws of New Zealand.

Signature

**GUARANTEE**

In consideration of Picton Building Centre Ltd ("The Seller") approving this application by the Applicant ("Customer"), I, (The guarantor, whose name is listed below) jointly and severally unconditionally guarantee payment by the customer of all monies due and owing by the customer to the Seller, in respect of all credit extended by the Seller as a consequence of this Application including all monies due and owing by the customer to the Seller under the terms of the Seller Terms of Trade.

I accept that as between the Seller and myself I am liable as a principal debtor in respect of such monies. I accept that my guarantee is unaffected by the unenforceability of any payment of such monies, by the liquidation or bankruptcy of the customer, by the giving of time or any indulgence to the customer by the Seller or any other matter. I accept that demand for payment may be made on me by the Seller without demand being made of the customer.

I acknowledge that prior to signing this guarantee, the Seller had advised me to seek legal advice in respect of my obligation under this guarantee and I elected not to obtain such advice. (Delete this paragraph if you have obtained legal advice)

Full Name of Guarantor

Full Name of Guarantor

Full Occupation of Guarantor

Full Occupation of Guarantor

Address (not P O Box) of Guarantor

Address (not P O Box) of Guarantor

Signature of Guarantor

Signature of Guarantor

Date

Date

Full Name of Guarantor

Full Name of Guarantor

Full Occupation of Guarantor

Full Occupation of Guarantor

Address (not P O Box) of Guarantor

Address (not P O Box) of Guarantor

Signature of Guarantor

Signature of Guarantor

Date

Date

Signed by the Guarantor(s) in the presence of

Witness's Signature

Witness's Name (please print)

Occupation of Witness

Address (not P O Box) of Witness