

SUPERIOR HIRE LIMITED

APPLICATION AND AGREEMENT FOR CREDIT ACCOUNT

This agreement made this _____ day of _____ 201____
 Between Superior Hire Limited and _____

The Supplier

Business Name/Applicant/Customer: (Company, Inc Society, Trust, Other) Please print; <div style="text-align: center; font-size: small;"><small>The Customer</small></div>	Year Business Commenced: _____
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Trading Name: _____

Registered Office of Applicant: _____	Registered Entity Number: _____
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Trading Address: _____

Delivery Address: _____

Whereas <ul style="list-style-type: none"> The applicant/s requests to establish a credit trading account with the supplier and or it's subsidiaries and in doing so has provided the required particulars for this request Each signatory warrants that he/she has the full authority of the applicant to sign on their behalf It is agreed between the parties that should a credit trading account be established for the applicant then it shall be on the terms and conditions contained herein
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Invoice/Postal Address: _____	Att to: _____
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Email Address: _____	Order Number Required: YES NO	Purchasing Contact Name: _____
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Name of Authorised Applicant: _____	Position: _____
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Personal Address: _____

Bus Ph: ()	Mob Ph: ()	Hme Ph: ()	Fax: ()
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Additional Applicant/Customer Name: _____	Position: _____
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Personal Address: _____

Bus Ph: ()	Mob Ph: ()	Hme Ph: ()	Fax: ()
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Bank: _____	Branch: _____	Time with Bank: _____ Years/Months
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Trade References (Please supply all details required)	Credit Limit Required \$ _____
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Name: _____	Ph ()	Contact Name: _____
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Name: _____	Ph ()	Contact Name: _____
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Name: _____	Ph ()	Contact Name: _____
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I/We have read and understand the terms and conditions of the trade credit account facilities provided as printed on the reverse hereof and agree to be bound by those conditions.

I/We authorise any person or company to provide you with such information as you may require in response to your credit enquiries. I/We authorise you to furnish to any third party details of this application and any subsequent dealings that I/We may have with you as a result of this application being actioned by you.

Where the Customer comprises more than one person, each of those person's liability is joint and several.

Authorised Signatories

Signed by _____ **Print Name** _____ **Date** _____ 201__

Signed by _____ **Print Name** _____ **Date** _____ 201__

For _____
Business Name

Office use only: Comments/Special Conditions: _____

Credit limit approved to \$ _____ References Checked By _____

Approved by _____ Signature Position _____ Date _____

New account number _____ letter of account details sent to client ____/____/____

AUCKLAND : 35 Nelson Street, Pukekohe
PO Box 202133, Southgate Post Shop, Auckland 2246
Ph: 09 238 6524
Fax: 09 238 6525
www.superiorhire.co.nz

Terms and Conditions of Trade

1) General

- a) Superior Hire Limited is referred to in these Terms and Conditions of Trade as "Superior" and the person, company or entity which SUPERIOR enters into any contract evidenced by or arising out of this document is described as "the Customer"
- b) Unless the context requires otherwise, the term "products" shall mean all products which are or form part of the subject matter of any contract evidenced by or arising out of this document.

2) Variation

- a) The terms and conditions of any contract evidenced by or arising out of this document shall not be modified or varied except in writing signed by SUPERIOR.
- b) Unless so modified or varied, these terms and conditions override and negate any contrary term, condition or intention contained in any of the Customer's conditions of purchase, conditions of contract or other forms.

3) Payment

- a) Payment for products supplied is due not later than 20th of month following date of invoice or as such payment terms as described in the SUPERIOR commercial invoice
- b) Payment shall be in full without set-off, deduction, counter claim or otherwise

4) Price Variation

- a) Where increased or decreased customs charges, exchange rates and freight charges occur these are payable by the customer or credited to the customer where applicable at the suppliers sole discretion
- b) SUPERIOR reserve the right to increase the price of a product from time to time

5) Risk and Insurance

- a) Notwithstanding anything else contained in this document, the risk in any and all products supplied by SUPERIOR to the Customer shall pass to the Customer on despatch of the products from SUPERIOR's premises and in particular the Customer shall be responsible for all products in transit and shall fully insure them.
- b) SUPERIOR makes no representations, warranties or conditions, express or implied, as to or concerning the products other than the product being in a "deliverable state" within the terms of the sale of goods act 1908. Any and all other representations, warranties, terms and conditions implied by any laws including but not limited to the Sale of Products Act 1908 are excluded. SUPERIOR shall not be liable for any consequential, incidental or special damages arising directly or indirectly from the use of the products in any circumstances whatsoever. As conditions of use are beyond SUPERIOR's control, SUPERIOR has no liability (express or implied) for any loss, damage or physical injury, loss of income sustained or arising from the use of any of SUPERIOR's products.

6) Title and Security (Personal Property Securities Act1999)

- a) Title in all products supplied by SUPERIOR to the Customer shall remain vested in SUPERIOR until the Customer has made payment in full for all such products that remain unpaid.
- b) Until full payment of all these amounts has been received by SUPERIOR, the following conditions shall apply:-
 - i) All products supplied and unpaid for shall remain the sole and absolute property of SUPERIOR.
 - ii) The Customer acknowledges that it retains possession of the unpaid products in trust for SUPERIOR as the beneficial owner.
 - iii) The Customer shall store the unpaid products on its premises in such a manner as to make them readily identifiable as belonging to SUPERIOR and shall display such identification as may from time to time be requested by SUPERIOR.
 - iv) If any or all of the unpaid products are sold by the Customer then all proceeds of sale shall be property of SUPERIOR and shall be retained in trust by the Customer for SUPERIOR and shall not be intermingled with any other moneys or paid into any overdrawn bank account and shall at all times be kept identifiable as moneys held in trust for SUPERIOR.
 - v) Where SUPERIOR has reasonable cause to believe the Customer has not strictly complied with these terms and conditions of trade or that the Customer has or will commit an act of bankruptcy or, being a company, has had a receiver, receiver and manager, liquidator or statutory manager appointed or about to be appointed, SUPERIOR may repossess any or all of the unpaid products supplied and for such purpose may at any time day or night enter by force if necessary upon any premises where such unpaid products are reasonably thought by SUPERIOR to be stored.
 - vi) The Customer gives irrevocable authority to SUPERIOR to enter any premises occupied by the Customer or on which unpaid products are situated at any reasonable time after default by the Customer or before default if SUPERIOR believes a default is likely and to remove and repossess any unpaid products and any other property to which the unpaid products are attached or in which the unpaid products are incorporated.
 - vii) SUPERIOR shall not be liable for any costs, damages, expenses or losses incurred by the customer or any third part as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. SUPERIOR may either resell any

repossessed Products and credit the Customers account with the net proceeds of sale (after deduction of all repossession, storage, selling and other related costs or may retain any repossessed Products and credit the Customer's account with the invoice value thereof less such sum as SUPERIOR reasonably determine on account of wear and tae, depreciation obsolescence, loss or profit and costs.

- viii) Where the Products are retained by SUPERIOR pursuant to Clause 5 (vi) the Customer waives the right to receive notice under s120 of the Personal Property Securities Act 1999 (PPSA) and to object under s121 of the PPSA and the parties further agree to waive all rights under part 9 of the PPSA including (but not limited to) notices for the repossession of collateral, notices of intended repossession or removal notices of sale and notices of sale and notices after sale of repossessed/removed collateral
- ix) Where products are held by the Customer, or trust for SUPERIOR, the Customer shall indemnify SUPERIOR for any damage while the products are in the Customers possession.

7) Default in Payment

- a) The Customer agrees to pay interest on all sums outstanding at a rate of 15% per annum calculated on a daily basis from the due date for payment until payment in full is received by SUPERIOR.
- b) Should default occur the customer agrees to pay all costs in the recovery of the overdue amount including but not limited to all recovery agency fees and legal costs
- c) Upon payment default all monies become due and payable

8) No assignment

- a) The Customer may not assign all or any of its rights or obligations under any contract evidenced by or arising out of this document without the prior written consent of SUPERIOR.

9) Consumer Guarantees Act

- a) The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products from SUPERIOR for the purposes of a business in terms of section 2 and 43 of that Act.
- b) The Customer acknowledges that any goods purchased are for business use and are exempt from the Consumer Guarantees Act 1993.

10) Force Majeure

- a) SUPERIOR shall not be liable for failure or delay in supply, manufacture or delivery occasioned by strike, riots, lock-outs, difficulty in procuring suitable materials, products or substances required for the manufacture of the products, acts of god, shortage of stocks, shortage of labour, lack of skilled labour, delays in transit, legislative, governmental or other prohibitions or restrictions, fire, flood, hostilities, commotion's or other causes whatsoever whether similar or not to the foregoing, beyond SUPERIOR's reasonable control.

11) Special Orders

- a) Any special order that a customer may order is supplied solely at the customers risk and is non returnable

12) Claims

- a) Any claim for faulty or damaged products must be made within 14 days from the date of receipt by the customer

13) Privacy Act 1993

- a) The Customer Agrees to authorise SUPERIOR and its subsidiary companies to collect, use and disclose any personal information to anyone in establishing the Customers credit worthiness at any time. The customer further agrees that SUPERIOR and it's subsidiary companies may furnish a credit reporter, solicitor or debt collection agency with such information for the purposes of collecting any sums due under this agreement

14) Personal Guarantee of Company Directors or Trustees

If the Customer is a company or trust the Director(s) or Trustee(s) signing this contract, in consideration for SUPERIOR agreeing to supply Products and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally undertake as principals debtors to SUPERIOR the payment of any and all monies now or hereafter owed by the Customer to SUPERIOR.