



CROFT POLES

ROUND FOR GENERATIONS

APPLICATION FOR CREDIT

It is essential that this application be completed in full and the original posted or delivered to Head Office, RD1, Kamo, Whangarei 0185.

Organisation name:.....

BUYER NAMES AND PARTICULARS

(NB. All names must be in full as shown on official documents e.g. birth certificate, certificate of incorporation, and verified by production of a copy of one of them).

The Entity is a Company

Incorporation number (if incorporated): Place of incorporation:

Trading as (full trade name, if any):

Business address (in full):

Registered address:.....

Name/s of parent, subsidiary or associated companies:

Full names and home addresses of directors:

1. _____

2. _____

3. _____

Or The Entity is an Individual, Partnership or Trust

Full Name:..... Date of birth:

Address (in full):

Full Name:..... Date of birth:

Address (in full):

Organisation details:

Contact person; Email address:

Telephone no.: Fax no:

Delivery address (if different):

Postal address(if different).....

Estimated credit applied for: Number of years in business:

Nature of business:

Bank: Branch: Account no:

Accountant/s (name and address):

Trade references:**(name, address and phone number in each case)**

1.

2.

3.



CROFT POLE DISTRIBUTORS LIMITED
("the company")

TERMS AND CONDITIONS OF TRADE

These terms and conditions are in addition to any terms and conditions forming part of the company's invoice. If there is any inconsistency between the terms and conditions in this document and those forming part of the invoice or of the buyer's order, then the provisions of this document shall prevail. The invoice for any sale together with these terms and conditions (or any replacement terms and conditions of trade of the company current at the time of any future invoice signed by the buyer) constitute (or will constitute) the whole agreement for sale between the company and the buyer named in the relevant invoice.

"Goods" means all or any goods of any kind or description purchased by the buyer from the company and any parts, spare parts, fittings or accessories forming part of or attached to or intended for use in connection with any such goods and also includes any services to be rendered by the company to the buyer.

"Buyer" means the person(s), firm or organisation whose full name(s) as buyer or guarantor(s) appears at the foot of these terms and conditions.

1. PAYMENT AND INTEREST

- 1.1 The purchase price for any goods shall be paid no later than by the 20th of the month following the date of the relevant invoice or, where the company has agreed to make delivery of the goods, following delivery. Any amount, or part of an amount, not paid by that date will bear interest from that 20th until fully paid at the rate per annum specified in the company's invoice relating to the sale of the goods.
- 1.2 Such interest will accrue on a daily basis both after and before any judgment is obtained.
- 1.3 The buyer will pay all expenses and legal costs, on a solicitor and own-client basis, the company may incur in remedying or attempting to remedy any breach of any obligation by the buyer or in or about obtaining, or seeking to recover, any money payable by the buyer to the company.
- 1.4 Nothing in this clause or in any other provisions of these terms and conditions shall constitute or be deemed a waiver of any other right or remedy the company may have or be or become entitled to by reason of any such or any other default by the buyer.

2. OWNERSHIP

- 2.1 Until such time as the purchase price for the goods and any other money due to the company in relation to the sale is paid in full ownership and whole property, estate and interest in the goods remains at all times exclusively be and remain with the company notwithstanding delivery to the buyer or the buyer's possession and use of the goods.
- 2.2 The buyer will not assign, charge or otherwise deal with, or in any such or other manner seek to dispose of its interest in, the goods until such time as property in the goods passes to the buyer and, until that time, in any dealings with any third party the buyer will clearly advise such party that the goods are the company's sole property, estate and interest.
- 2.3 If the buyer breaches this clause then, without prejudice to any other rights or remedies the company may have or be entitled to, the buyer will be thereby deemed to have acted as the agent of the company and will be deemed to hold any sale proceeds (whether cash or otherwise) solely on behalf of and to the order of the company.

3. RISK AND POSSESSION

- 3.1 Risk in the goods shall pass to the buyer as soon as the buyer has possession of the goods.
- 3.2 For all purposes the buyer shall be deemed to have possession of the goods, if the company has agreed to deliver them, when the goods are transported to and unloaded at the address specified in the relevant invoice in the position (if any) specified by the buyer prior to commencement of the transportation of the goods.
- 3.3 If delivery is not to be made the buyer shall be deemed to have possession of the goods when the company has placed them at the disposal of the buyer or of the cartage carrier transporting them on behalf of the buyer.

4. CONDITIONS AND PURPOSE

- 4.1 The buyer acknowledges that it will have received the goods in good order and condition and that the goods are fit for the purpose for which the buyer purchased them and made known to the company prior to the signing of these terms and conditions of sale except only as to any claims of which the company receives notice within 2 working days of the day on which the buyer obtained, or is hereby deemed to have obtained, possession.
- 4.2 The extent of the company's liability in any circumstance shall be limited to replacement (supply only) of faulty materials.
- 4.3 The buyer will have no right to claim against the company any consequential or other loss alleged to have been suffered or incurred from any cause either by the buyer or any third party.
- 4.4 No provisions, other than any that are mandatory, shall be implied by statute or common law or otherwise, into the transaction against the company.

5. CREDIT

- 5.1 If so required by the company the buyer will complete an application for credit in the form used by the company. In such an event the company shall not be required to commence work on the buyer's order until such time as any inquiries the company wishes to make in light of that credit application have been concluded to its satisfaction.
- 5.2 If the company is not satisfied as to the buyer's creditworthiness it will thereby be fully released from any obligation to the buyer in respect of the buyer's order.

6. BUYER'S OWN JUDGMENT

- 6.1 The buyer acknowledges that the buyer purchases the goods relying on the buyer's own judgment and not upon any warranty or representation made, or alleged to have been made or given, by or on behalf of the company, any such warranty or representation being expressly excluded from this contract for sale.

7. QUANTITY OF SPECIAL ORDERS

- 7.1 In supplying goods outside the company's general range, or manufactured to the buyer's specifications or particular requirements, the company reserves the right to supply up to 10% over or under the quantity ordered.
- 7.2 The company reserves the right to request a deposit or payment in advance of any order made by the buyer.

8. COMPANY RIGHTS

- 8.1 If the buyer is in default of any obligation to the company, or the company has reasonable cause to suspect that the goods, or any of them, have been, or are about to be, used or dealt with in any way prejudicial to the company's rights and interests at any time, and from time to time, while the buyer has a continuing obligation to the company in respect of those goods, the buyer hereby irrevocably authorises the company to, and the company may at its option, take whatever measures it deems necessary, including the use of necessary force, by any agent, contractor or employee of the company, to enter on to any premises where the goods or any of them may be to secure and/or take possession of the goods but without releasing the buyer from the buyer's obligations to the company.
- 8.2 The buyer will forthwith on demand by the company pay the amount of any costs incurred by the company in, or in connection with, protecting or securing its interest in the goods or in or about obtaining any payment due from the buyer, including (but not limited to) collection, court and legal costs.

9. INDULGENCE

- 9.1 Any time or other indulgence of any kind granted by the company shall not prejudice the strict rights of the company under these terms and conditions.

10. BUYER AGREEMENTS AND UNDERTAKINGS

- 10.1 By signing at the foot of these terms and conditions the buyer agrees and undertakes to the company that:
- (a) if this transaction creates, or is deemed to create, a security interest for the purposes of the Personal Property Securities Act 1999 ("PPSA") the invoice for any goods now or hereafter purchased by the buyer from the company together with the buyer's application for credit (if any) and these terms and conditions (or any replacement terms and conditions applicable to any future purchase signed by the buyer) constitute, or will (as the case may be) constitute, a security agreement that contains an adequate description of the goods sold by item or kind that enables the goods to be identified and grants the company a purchase money security interest in the goods.
- (b) the buyer has received valuable and adequate consideration from the company and upon the buyer obtaining possession of the goods as provided in these terms and conditions the security interest of the company in the goods attaches.
- (c) the buyer will not change the buyer's trade or any other name or any of the other data set out below or in any application for credit with the company without giving the company at least 7 days' prior written notice of the buyer's intention to do so.
- (d) the buyer pursuant to section 148 of the PPSA waives the buyer's right to receive any verification statement.
- (e) the buyer will not change the purpose for which the goods are purchased from that notified to the company in accord with these terms and conditions.

- (f) the buyer authorises the company to search the Personal Property Securities Register for details of any security interest under the PPSA granted by the buyer.
- (g) the information contained in any application for credit with the company, and any other information supplied by or on behalf of the buyer to the company, is true and correct.
- (h) the company is hereby authorised to obtain credit and trade references or information relating to the buyer from any persons or organisations listed in any application for credit, written or verbal, and from any other persons or organisations which the company may reasonably require to assess the buyer's creditworthiness or reliability.
- (i) where more than one person or organisation comprises the buyer or any guarantor each of them shall be bound jointly and severally on the buyer's agreements, covenants and undertakings with and liability to the company.
- (j) the buyer will pay to the company any Goods and Services Tax for which the company may be or become liable in respect of purchase price for the goods and any other payments at any due. The GST will be payable by the buyer to the company together with the payment in respect of which the GST is payable. If the buyer defaults in any payment due and as a result the company becomes liable to pay additional GST, then the buyer shall on demand pay the company the additional GST.

11. ACCEPTANCE

11.1 The placement of an order for the goods by the buyer shall for all purposes be deemed to be acceptance of these terms and conditions. Any variation of these terms and conditions must be agreed to by the parties in writing.

The buyer (including any person or persons who have agreed to guarantee this transaction for the buyer and whose guarantee the company requires as a condition of entering into this transaction; such person(s), by signing below, acknowledging being bound as a principal party, not as a surety only, and for all purposes included in the term "buyer") acknowledges that the buyer has read these terms and conditions and any other terms and conditions forming part of any invoice for the sale of goods by the company to the buyer and that they apply (unless otherwise agreed in writing by the company) to all contracts in which the company is the seller/provider and the buyer is the purchaser of goods and/or services from the company except only and to the extent, as to any future sale, of any modification contained in the company's invoice for any such sale or in any terms and conditions relating to any such future sale signed by or on behalf of the buyer.

(Note . all individuals who constitute a buyer e.g. an unincorporated firm, company or a partnership, or guarantor of a buyer, must sign personally. Unless otherwise agreed by the company the person(s) legally authorised to sign for an incorporated organisation, other than an incorporated company, or, in the case of an incorporated company, all its directors, must sign. Each signatory must initial all other pages of this document).

Signed by or on behalf of the buyer and by the guarantor(s):

Buyer : (Print) _____
 (Full official name of buyer, if a company or other incorporated organisation, or full trade name if a firm, unincorporated company or partnership).

Signature _____
 Full name (print) _____
 Date _____
 Position _____

Signature _____
 Full name (print) _____
 Date _____
 Position _____

Guarantor(s)

Signature _____
 Full name (print) _____
 Occupation _____
 Address (in full, print) _____
 Date _____

Signature _____
 Full name (print) _____
 Occupation _____
 Address (in full, print) _____
 Date _____