

## Credit Application and Credit Agreement

### 1. General Information

Agreement between: Waikato Landscape Supplies Ltd (trading as Complete Landscape Supplies)  
 AND  
 Account Name: (Customer) \_\_\_\_\_

Circle which is applicable: Limited Liability Company / Trust / Sole Trader

Physical Business Address: \_\_\_\_\_

Postal Address (if different) \_\_\_\_\_

Business Phone \_\_\_\_\_ Business Mobile: \_\_\_\_\_ Email Address: \_\_\_\_\_

### 2. Guarantor/s (Company Directors/Authorised Signatories)

| Full Name | Residential Address | Phone Number |
|-----------|---------------------|--------------|
|           |                     |              |
|           |                     |              |
|           |                     |              |

### 3. Current Trade References (Excludes service stations, banks, power companies, credit cards)

| Name | Phone Number | Account Number |
|------|--------------|----------------|
|      |              |                |
|      |              |                |
|      |              |                |

Has anyone ever served Legal Proceedings against you or your company for the recovery of debt?      YES       NO

#### Acceptance of Credit Terms and Conditions

I/We agree to make payment of my/our account and my/our company's account with payment 20<sup>th</sup> of the month following the date of the invoice and I/we have duly read and understood the conditions of supply printed overleaf and agree to the terms stated. Where the application is made on behalf of a company, and in consideration of you granting credit to the company, I/we personally guarantee payments on the terms stated.

#### Privacy Act Statement

I/We authorise any person or company to provide you with such information on either the Guarantors, personally or the Customer entity as you require to establish our credit history. I/We further 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.

|   | Full Name | Signature | Date of Birth | Date Signed |
|---|-----------|-----------|---------------|-------------|
| Signature (where an individual)                     | _____     | _____     | _____         | _____       |
| SIGNED on behalf of the Customer (if a Company)     | _____     | _____     | _____         | _____       |
| AND as Guarantor/s                                  | _____     | _____     | _____         | _____       |
| SIGNED on behalf of Waikato Landscape Supplies Ltd. | _____     | _____     | _____         | _____       |

## Terms and Conditions

### **1. Payment**

Payment for all products supplied on credit is due on the 20<sup>th</sup> day of the month following the date of invoice. If a discount is stated it is conditional on these terms of payment

### **2. Returned Goods**

All claims must be made within fourteen (14) days of invoicing in each case quoting the relevant invoice number.

### **3. Disputed Accounts**

If any account is in dispute, the undisputed portion of the account shall be payable in accordance with the normal terms of payment as provided in the paragraph above. Payment of the disputed portion may be withheld provided the matter is brought to Waikato Landscape Supplies Ltd.'s attention immediately it is discovered and an explanation is provided in writing setting out the particulars of the dispute. This should be sent to Waikato Landscape Supplies Ltd. Within seven (7) days of the dispute arising. Waikato Landscape Supplies Ltd. undertakes to address the dispute immediately on receipt of such advice.

### **4. Retention of Title**

The ownership and property of the goods delivered remains with Waikato Landscape Supplies Ltd. until payment in full has been received by Waikato Landscape Supplies Ltd. If payment is not made by the due date, Waikato Landscape Supplies Ltd. shall, without prejudice to other remedies, be entitled to retake possession of the goods and hold them until payment has been received, or to resell the goods and recover from the Customer the deficiency on resale plus costs of repossession. If Waikato Landscape Supplies Ltd. registers the security interest created by this clause on the Personal Property Securities Register (PPSR) the Customer waives its right to receive a copy of any verification statement in respect of the registration.

### **5. Recovery**

The Customer will pay on demand and on a full indemnity basis the cost of any legal fees, debt collection agency fees and court costs incurred in recovering any outstanding monies.

### **6. Interest**

Interest may be charged on any late payment, at a rate of 2% per month

### **7. Risk**

The risk in the goods shall pass to the Customer upon delivery of the goods to the Customer.

### **8. Warranties and Conditions – Non-Consumer**

This clause applies where the Customer is not a consumer (as defined in the Consumer Guarantees Act 1993). All representations or terms not expressly included in these terms and conditions are hereby expressly excluded. Waikato Landscape Supplies Ltd.'s liability, arising from any of these terms and conditions or a breach of them or for any misrepresentation, shall be limited to the price of the goods or the actual loss or damage suffered whichever shall be lesser. Under no circumstances will Waikato Landscape Supplies Ltd. be liable for indirect or consequential loss of any kind whatsoever.

### **9. Warranties and Conditions – Consumer**

Where the Customer is a consumer as defined under the Consumer Guarantees Act 1993, the provisions of that Act shall apply, unless the Customer acquires, or holds itself out as acquiring, the goods or services for the purposes of a business.

### **10. Indemnity**

Where the supply of the goods is a buyer who is a supplier (as defined in the Consumer Guarantees Act 1993) the Customer covenants with Waikato Landscape Supplies Ltd. that it will not make or allow to be made in respect of the goods supplied any statements or representations as to quality or description other than those made by Waikato Landscape Supplies Ltd. Where any statements or representations are made by the Customer, or any party on behalf of the Customer, contrary to the provisions of this clause, then the Customer hereby indemnifies and will keep indemnified Waikato Landscape Supplies Ltd against any claims losses, damages and costs which may be made against Waikato Landscape Supplies Ltd. in respect of such statements or representations.