



**EDL Fasteners Limited**  
PO Box 53034, Auckland Airport, Manukau 2150  
70 Richard Pearse Drive, Mangere, Manukau 2022, New Zealand  
Ph: 09 257 5959 Fax: 09 257 5844

## Application for Credit Account

Date: \_\_\_\_\_

Type of Organisation:      Company     Partnership     Limited Company     Trust     Sole Trader     Other

Trade Name: \_\_\_\_\_

Legal Name: \_\_\_\_\_

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

Post code: \_\_\_\_\_

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

Post code: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Mob: \_\_\_\_\_

Address of Registered Office: \_\_\_\_\_

Company number: \_\_\_\_\_ Year of incorporation: \_\_\_\_\_ Paid up capital: \_\_\_\_\_

SIC Code: \_\_\_\_\_ Are premises      leased     or    owned

Previous name and/or address details: \_\_\_\_\_

### If sole trader/partnership:

Full Name: \_\_\_\_\_ Date of birth: \_\_\_\_\_

Private address: \_\_\_\_\_

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Mob: \_\_\_\_\_

E-mail address: \_\_\_\_\_

### Directors and Management: (Directors or Partners)

Full Name:                      Address:                      Date of birth:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

### Contact person - accounts:

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Mob: \_\_\_\_\_

E-mail address: \_\_\_\_\_

Please send Invoices:      with goods     by post     by email  (as above)    or    \_\_\_\_\_

Please send statements:    by post     by email  (as above)    or    \_\_\_\_\_

### Contact person - sales:

Tel: \_\_\_\_\_ Fax: \_\_\_\_\_ Mob: \_\_\_\_\_

E-mail address: \_\_\_\_\_

**Trade references (4 required) - Not credit card companies, finance institutions, accountants or utility suppliers**

Company Name:

Contact person:

Phone number:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_
- 4. \_\_\_\_\_

Ownership:

Name of major shareholders:

Address:

- 1. \_\_\_\_\_
- 2. \_\_\_\_\_
- 3. \_\_\_\_\_

**Bank Details:**

If paying by cheque  
Please list details of  
Bank: Branch: Drawer  
(ie ASB Ponsonby)

\_\_\_\_\_

Solicitors:

\_\_\_\_\_

Auditors/Accountants:

\_\_\_\_\_

\_\_\_\_\_

**Is there any other material information that we ought to know about which could affect our decision to grant you credit?**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**The Purchaser agrees with the Company as follows:**

- 1. The Buyer acknowledges that the Conditions of Sales are subject to change at any time by notice to the Buyer.
- 2. The Buyer agrees to make all payments due to the Company by the due date. If payment is not made by the due date, that (without limiting the Company's other rights, powers and remedies), the Buyer agrees to pay interest specified in the Conditions of Sales.
- 3. The Buyer agrees to continue to make at all times full and accurate disclosure to the Company of any material information that may affect the Company's decision to continue granting a credit facility to the Buyer.
- 4. The personal information provided or obtained in support of this application (whether on this form or otherwise) will be held by the Company and will be used by them for any/or of the following purposes:
  - a. Determining eligibility and terms for the provision of credit to the Buyer;
  - b. Supplying the Buyer with goods and/or services (including information and others relating thereto) of the Company;
  - c. Enforcing debts and other legal obligations owing to the Company; and
  - d. Disclosure to third parties associated with any of the foregoing purposes.

The Buyer irrevocably authorises all persons, companies and other entities to provide the Company with such information as it/they may at any time request about the Buyer (including where applicable, its proprietors and directors) in relation to any of the purposes listed above and/or any directly related purposes. 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 and to use for any lawful purpose connected with your business any information, which I/we or any third party may provide to you. The Buyer warrants that the person's signature on this agreement is duly authorised to apply for credit and as representative of the Buyer sign this form.

**Name of signatory** (please print & sign ) \_\_\_\_\_

**Name of customer:** \_\_\_\_\_

**Date:** \_\_\_\_\_

# CONDITIONS OF SALE BY EDL FASTENERS LIMITED (“EDL”) TO BUSINESS CUSTOMERS

## 1. Applicability

- 1.1 These conditions apply to all “business customer” sales, that is contracts by which any customer (refer to as “Buyer”) acquires EDL’s goods (including any related services) for the purposes of a business.
- 1.2 These conditions override and are in substitution for any conditions stipulated or referred to in writing or orally by buyer.
- 1.3 Nobody claiming to act on EDL’s behalf is authorised to waive or change these conditions orally. Waivers or changes are effective only made in writing and signed on EDL’s behalf.

## 2. Prices

- 2.1 Stated or quoted prices are:
- 2.2 Exclusive of GST.
- 2.3 Based on current factory costs, exchange and duty rates. Therefore EDL reserves the right to alter prices should any of these factors change after an order is placed.
- 2.4 The Company may alter prices without notice, and the purchase price of goods may be different from the price quoted when the goods are ordered. The Customer shall make all payments due to the Company in full without any deduction, whether by way of set-off, counterclaim, or any other equitable or legal claim.

## 3. Payment

- 3.1 Terms of payment are 20th of the month following the date of invoice, with due allowance for bank clearance of funds.
- 3.2 If default is made in payment by the due date, EDL may (in addition to its other rights) charge simple interest of 1.5% per month (plus GST thereon) from the date payment became due until EDL receives full payment, as well after judgement as before. The Customer shall be liable to pay all expenses related to the cost of collecting the debt and legal costs of the Company as between solicitor and client in relation to obtaining payment”.

## 4. Delivery dates

- 4.1 Although EDL will endeavour to meet any stated delivery date, it is not liable for and Buyer is not entitled to cancel its order for non-delivery or late delivery, howsoever caused, or for failure to deliver by any specific method or by any particular vehicle, vessel or craft.
- 4.2 Unless otherwise stated in writing delivery to a carrier constitutes delivery to Buyer.

## 5. Retention of title

- 5.1 Notwithstanding any period of credit, ownership of goods remains with EDL and will not pass to Buyer until all goods supplied to Buyer have been paid for in full and until that time Buyer agrees that:
- 5.2 Buyer holds the goods as bailee for and is in a fiduciary relationship with EDL.
- 5.3 Buyer must store the goods so that they can be readily identified as belonging to EDL.
- 5.4 Buyer is authorised by EDL to dispose of the goods in the ordinary course of its business, but only as EDL’s agent. However Buyer must not represent to any third party that it is in any way acting for EDL and EDL is not bound by any contract between Buyer and any third party. The Customer’s authority to dispose of the Goods (as defined in clause 14.1 below) in the ordinary course of the Customer’s business is revoked immediately if the Company terminates this contract, or if the Company notifies the Customer in writing that this authority is revoked.
- 5.5 If Buyer has not paid in full for the goods by the due payment date, EDL or its agents(s) may (in addition to its other rights) enter Buyer’s premises (or other premises to which Buyer has access and where any of the goods subject of the contract are stored) during normal business hours, without notice and search for and recover its goods, and may resell any of them, without incurring any liability to Buyer or any person claiming through Buyer. Buyer may not revoke the permission granted in this sub-clause.
- 5.6 Buyer will give EDL at least 7 days notice before applying to the Court for the appointment of a provisional liquidator, and is not entitled to remain in position of EDL’s goods from the date of such notice.
- 5.7 The provisions of this clause 5 shall be read subject to the provisions of clause 12 below.

## 6. Risk

- 6.1 Notwithstanding the provisions in clause 5, the risk in the goods will pass to Buyer on delivery.

## 7. Insurance

- 7.1 Insurance is Buyer’s care unless otherwise arranged with EDL in writing before despatch of goods.

## 8. Claims & Limitation of Liability

- 8.1 Subject only to any mandatory liability or guarantee imposed by statute, and without prejudice to any rights granted thereby to the Customer;
  - (a) all warranties, descriptions, representations, or conditions, whether implied by law, trade, custom or otherwise and whether relating to fitness, merchantability, suitability for purpose, or otherwise, and all specific conditions, even though such conditions may be known to the Company, are expressly excluded;
  1. (b) the Company shall not be liable in any way whatsoever to the Customer or any third party, whether in tort (including negligence), contract or otherwise, for any loss or damage whatsoever, whether direct, indirect, special, or consequential, and all such liability is expressly excluded; and
  2. (c) the liability of the Company in respect of any order of goods or services shall in any event be limited to the lesser of the purchase price of the goods or services complained of, the cost of replacing the defective goods or resupplying the defective services, and the actual loss or damage suffered by the Customer.
- 8.2 Subject to any statutory rights and remedies that the Customer may have in respect of any claim by the Customer which established that the goods or services supplied were defective, the Customer’s rights and remedies shall be limited in accordance with Clause 8.1(c), and shall be subject to the following conditions:
  3. (a) all claims must be received by the Company within seven (7) days of delivery of the goods or provision of the services (as appropriate) and, where applicable, the dispatch number and/or invoice number must be quoted by the Customer;
  4. (b) all claims must specifically identify the defect and, where possible in relation to goods, be accompanied by the defective goods or a sample thereof;
  5. (c) the Company shall have a reasonable opportunity to investigate the claim; and
  6. (d) the Company may at its complete discretion, replace or give credit for the goods and services supplied and established to be defective, and this replacement or credit shall be deemed to fully satisfy any claim by the Customer in respect of any such goods or services.
- 8.3 If the Company replaces defective goods, it shall deliver such goods to the Customer’s premises at the Company’s risk and expense.
- 8.4 If at any time the Customer expressly or by implication holds itself out as acquiring from the Company goods for resale or goods and/or services for the purposes of a business, all supplies of goods and services to the Customer by the Company shall be deemed to be for the purposes of the Customer’s Business (as that latter term is defined in the Consumer Guarantees Act 1993). In such event as between the

Company and the Customer, the guarantee provisions of the Consumer Guarantees Act 1993 are expressly excluded and shall not apply to any supplies of goods and services by the Company to the Customer.

## 9. Goods returned for credit

- 9.1 EDL is not obliged to accept the return of any goods for credit. Requests for goods to be returned for credit will be considered only if received in writing within 7 days of the delivery of the goods and quoting the invoice number, and if the goods are in the same condition as despatched. EDL may grant or refuse any such requests at its sole discretion.

## 10. Buyer's undertakings relating to Consumer Guarantees Act 1993

- 10.1 Buyer undertakes in relation to goods it acquires from EDL.
- 10.2 Not to give any express written guarantees on behalf of the manufacturer, or NZ importer, or distributor of the goods, or on behalf of EDL except with EDL's express written approval.
- 10.3 That it will not use EDL's goods for any purpose for which they are not suitable, and it will (wherever appropriate) correctly advise its customer as to the purposes to which EDL's goods should or should not be put.
- 10.4 That any literature that it may supply and which relates to EDL's goods will comply with the Consumer Guarantees Act 1993.
- 10.5 To immediately notify EDL in writing of any claim Buyer may receive pursuant to the Consumer Guarantees Act 1993, giving details of the EDL goods concerned, and claimant's contact information.
- 10.6 To effectively and in writing contract out of the Consumer Guarantees Act 1993 whenever it agrees to supply EDL's goods to Buyer's own customer, for the purposes of that customer's business.

## 11. Buyer's indemnity to EDL

- 11.1 Buyer agrees immediately on demand to indemnify EDL against liability (including liability to claims, costs and expenses defending claims), which would not have arisen, had Buyer complied with the undertakings set out in clause 10 above.

## 12. Termination

- 12.1 EDL may (in addition to its other rights) terminate the contract if Buyer fails to comply with any of these conditions or other terms of agreement with EDL or commits an act of bankruptcy, or (being a company) has a receiver appointed or goes into liquidation, or compounds or arranges with its creditors, or if EDL has reasonable grounds to believe that its goods have been or will be destroyed, damaged, endangered or removed from Buyer's normal place of business (except in the ordinary course of trade). Upon termination, Buyer agrees that EDL or its agent(s) may enter Buyer's premises (or other premises to which Buyer has access and where any of the goods subject of the contract are stored) during normal business hours, without notice, and search for and recover its goods, and may resell any of them, without incurring any liability to Buyer or any person claiming through Buyer. Buyer may not revoke the permission granted in this clause.
- 12.2 Upon the Company becoming entitled to terminate a contract with the Customer, the Company shall also be entitled to terminate all other contracts with the Customer so far as they are unfulfilled, without prejudice to the Company's rights to recover all moneys owing to it in respect of deliveries already made and services already provided. The Company shall be entitled to dispose of the balance of the goods contracted for and the Customer shall indemnify the Company for any loss in price incurred by it on realisation against that price at which such goods were contracted to be bought by the Customer.

## 13. General

- 13.1 Nothing contained in these conditions shall be deemed to exclude or restrict any rights or remedies the Buyer may have under the Fair Trading Act 1986. If the provision in these conditions is illegal, invalid or unenforceable, the validity and enforceability of the remaining provisions will not be affected.

## 14. Personal Property Securities Act 1999

- 14.1 For the purposes of the Personal Property and Securities Act 1999 (PPSA), Buyer agrees these conditions constitute and create a security agreement. Buyer grants a security interest in favour of EDL in all Buyer's present and after-acquired inventory of industrial fasteners supplied to Buyer by EDL, and all proceeds and accounts receivable in relation to that inventory (which present and after-acquired inventory is hereafter in this clause 14 of these Conditions referred to as "Goods") to secure the payment by Buyer to EDL of all amounts Buyer may owe EDL from time to time and at any time in respect of such Goods.
- 14.2 EDL may at its discretion and in such manner as EDL determines allocate payments made by Buyer for all and any Goods.
- 14.3 Until payment is made to EDL, Buyer agrees to store the Goods in a manner, which permits them to be identified, and cross-referenced to particular invoices for the goods.
- 14.4 To the extent permitted by law, if Buyer defaults under these conditions or under any other payment obligation to EDL:
7. (a) Each security interest created in favour of EDL will become immediately enforceable.
  8. (b) EDL may, at any time, by notice to Buyer declare all or any part of the moneys owing to EDL to be due and payable immediately, upon demand or at a later date as EDL may specify.
  9. (c) EDL may:
    - (i) Take possession of and either sell or retain the Goods; and
    - (ii) Pay any expenses incurred in the exercise of any such powers out of the revenue from, or proceeds of realisation of, the Goods.
    - (iii) Under Sections 133 and 134 of the PPSA, to reinstate the security agreement; and
    - (iv) To receive a copy of the Verification Statement or a Financing Change Statement relating to EDL's security interest.
- 14.5 Buyer shall give written notice to EDL immediately upon any change of name of Buyer.
- 14.6 On being requested by EDL, Buyer shall promptly do all things (including signing any document) and provide all information necessary to enable EDL to perfect and maintain the perfection of any and each security interest granted to EDL by Buyer (including by registration of a Financing Statement).

| SIC Code | SIC Description |
|----------|-----------------|
|----------|-----------------|

| Agriculture |                                      |
|-------------|--------------------------------------|
| A011        | Horticulture and Fruit Growing       |
| A012        | Grain, Sheep and Beef Cattle Farming |
| A013        | Dairy Cattle Farming                 |
| A014        | Poultry Farming                      |
| A015        | Other Livestock Farming              |
| A016        | Other Crop Growing                   |
| A021        | Services to Agriculture              |
| A022        | Hunting and Trapping                 |
| A030        | Forestry and Logging                 |
| A041        | Marine Fishing                       |
| A042        | Aquaculture                          |

| Mining |                              |
|--------|------------------------------|
| B110   | Coal Mining                  |
| B120   | Oil and Gas Extraction       |
| B131   | Metal Ore Mining             |
| B141   | Construction Material Mining |
| B142   | Mining nec                   |
| B151   | Exploration                  |
| B152   | Other Mining                 |

| Power, Water, Sewerage and Drainage |  |
|-------------------------------------|--|
| D361                                | Electricity Supply                           |
| D362                                | Gas Supply                                   |
| D370                                | Water Supply, Sewerage and Drainage Services |

| Construction |                              |
|--------------|------------------------------|
| E411         | Building Construction        |
| E412         | Non-Building Construction    |
| E421         | Site Preparation Services    |
| E422         | Building Structure Services  |
| E423         | Installation Trade Services  |
| E424         | Building Completion Services |
| E425         | Other Construction Services  |

| Wholesaling |  |
|-------------|--|
| F451        | Farm Produce Wholesaling                   |
| F452        | Mineral, Metal and Chemical Wholesaling    |
| F453        | Builders Supplies Wholesaling              |
| F461        | Machinery and Equipment Wholesaling        |
| F462        | Motor Vehicle Wholesaling                  |
| F471        | Food, Drink and Tobacco Wholesaling        |
| F472        | Textile, Clothing and Footwear Wholesaling |
| F473        | Household Goods Wholesaling                |
| F479        | Other Wholesaling                          |

| SIC Code | SIC Description |
|----------|-----------------|
|----------|-----------------|

| SIC Code | SIC Description |
|----------|-----------------|
|----------|-----------------|

| Manufacturing |  |
|---------------|--|
| C211          | Meat and Meat Product Manufacturing                      |
| C212          | Dairy Product Manufacturing                              |
| C213          | Fruit and Vegetable Processing                           |
| C214          | Oil and Fat Manufacturing                                |
| C215          | Flour Mill and Cereal Food Manufacturing                 |
| C216          | Bakery Product Manufacturing                             |
| C217          | Other Food Manufacturing                                 |
| C218          | Beverage and Malt Manufacturing                          |
| C219          | Tobacco Product Manufacturing                            |
| C221          | Textile Fibre, Yarn and Woven Fabric Manufacturing       |
| C222          | Textile Product Manufacturing                            |
| C223          | Knitting Mills   |
| C224          | Clothing Manufacturing                                   |
| C225          | Footwear Manufacturing                                   |
| C226          | Leather and Leather Product Manufacturing                |
| C231          | Log Sawmilling and Timber Dressing                       |
| C232          | Other Wood Product Manufacturing                         |
| C233          | Paper and Paper Product Manufacturing                    |
| C241          | Printing and Services to Printing                        |
| C242          | Publishing   |
| C243          | Recorded Media Manufacturing and Publishing              |
| C251          | Petroleum Refining                                       |
| C252          | Petroleum and Coal Product Manufacturing                 |
| C253          | Basic Chemical Manufacturing                             |
| C254          | Other Chemical Product Manufacturing                     |
| C255          | Rubber Product Manufacturing                             |
| C256          | Plastic Product Manufacturing                            |
| C261          | Glass and Glass Product Manufacturing                    |
| C262          | Ceramic Manufacturing                                    |
| C263          | Cement, Lime, Plaster and Concrete Product Manufacturing |
| C264          | Non-Metallic Mineral Product Manufacturing               |
| C271          | Iron and Steel Manufacturing                             |
| C272          | Basic Non-Ferrous Metal Manufacturing                    |
| C273          | Non-Ferrous Basic Metal Product Manufacturing            |
| C274          | Structural Metal Product Manufacturing                   |
| C275          | Sheet Metal Product Manufacturing                        |
| C276          | Fabricated Metal Product Manufacturing                   |
| C281          | Motor Vehicle and Part Manufacturing                     |
| C282          | Other Transport Equipment Manufacturing                  |
| C283          | Photographic and Scientific Equipment Manufacturing      |
| C284          | Electronic Equipment Manufacturing                       |
| C285          | Electrical Equipment and Appliance Manufacturing         |
| C286          | Industrial Machinery and Equipment Manufacturing         |
| C291          | Prefabricated Building Manufacturing                     |
| C292          | Furniture Manufacturing                                  |
| C294          | Other Manufacturing                                      |

| SIC Code | SIC Description |
|----------|-----------------|
|----------|-----------------|

| <b>Retailing</b> |  |
|------------------|--|
| G511             | Supermarket and Grocery Stores               |
| G512             | Specialised Food Retailing                   |
| G521             | Department Stores                            |
| G522             | Clothing and Soft Good Retailing             |
| G523             | Furniture, Houseware and Appliance Retailing |
| G524             | Recreational Good Retailing                  |
| G525             | Other Personal and Household Good Retailing  |
| G526             | Household Equipment Repair Services          |
| G531             | Motor Vehicle Retailing                      |
| G532             | Motor Vehicle Services                       |

| <b>Transport and Storage</b> |                             |
|------------------------------|-----------------------------|
| I611                         | Road Freight Transport      |
| I612                         | Road Passenger Transport    |
| I620                         | Rail Transport              |
| I630                         | Water Transport             |
| I640                         | Air and Space Transport     |
| I650                         | Other Transport             |
| I661                         | Services to Road Transport  |
| I662                         | Services to Water Transport |
| I663                         | Services to Air Transport   |
| I664                         | Other Services to Transport |
| I670                         | Storage                     |

| <b>Government</b> |                                   |
|-------------------|-----------------------------------|
| M811              | Government Administration         |
| M812              | Justice                           |
| M813              | Foreign Government Representation |
| M820              | Defence                           |

| <b>Education</b> |                       |
|------------------|-----------------------|
| N841             | Preschool Education   |
| N842             | School Education      |
| N843             | Post School Education |
| N844             | Other Education       |

| <b>Recreation</b> |                               |
|-------------------|-------------------------------|
| P911              | Film and Video Services       |
| P912              | Radio and Television Services |
| P921              | Libraries                     |
| P922              | Museums                       |
| P923              | Parks and Gardens             |
| P924              | Arts                          |
| P925              | Services to the Arts          |
| P931              | Sport                         |
| P932              | Gambling Services             |
| P933              | Other Recreation Services     |

| <b>Accommodation, Food &amp; Beverage</b> |                        |
|---|------------------------|
| H571                                      | Accommodation          |
| H572                                      | Pubs, Taverns and Bars |
| H573                                      | Cafes and Restaurants  |
| H574                                      | Clubs (Hospitality)    |

| <b>Communication</b> |                             |
|----------------------|-----------------------------|
| J711                 | Postal and Courier Services |
| J712                 | Telecommunication Services  |

| <b>Finance and Insurance</b> |   |
|------------------------------|---|
| K731                         | Central Bank                            |
| K732                         | Deposit Taking Financiers               |
| K733                         | Other Financiers                        |
| K734                         | Financial Asset Investors               |
| K741                         | Life Insurance and Superannuation Funds |
| K742                         | Other Insurance                         |
| K751                         | Services to Finance and Investment      |
| K752                         | Services to Insurance                   |

| <b>Property and Professional Services</b> |  |
|---|--|
| L771                                      | Property Operators and Developers          |
| L772                                      | Real Estate Agents                         |
| L773                                      | Non-Financial Asset Investors              |
| L774                                      | Machinery and Equipment Hiring and Leasing |
| L781                                      | Scientific Research                        |
| L782                                      | Technical Services                         |
| L783                                      | Computer Services                          |
| L784                                      | Legal and Accounting Services              |
| L785                                      | Marketing and Business Management Services |
| L786                                      | Other Business Services                    |

| <b>Health</b> |                             |
|---------------|-----------------------------|
| O861          | Hospitals and Nursing Homes |
| O862          | Medical and Dental Services |
| O863          | Other Health Services       |
| O864          | Veterinary Services         |
| O871          | Child Care Services         |
| O872          | Community Care Services     |

| <b>Personal Services, Interest and Religion</b> |                                     |
|---|-------------------------------------|
| Q951  | Personal and Household Goods Hiring |
| Q952  | Other Personal Services             |
| Q961  | Religious Organisations             |
| Q962  | Interest Groups                     |
| Q963  | Public Order and Safety Services    |
| Q970  | Private Households Employing Staff  |

## PERSONAL GUARANTEE & INDEMNITY

(If you have any concerns about this please seek legal advice)

This Deed of Guarantee and indemnity is made BETWEEN: EDL Fasteners Ltd (“the Supplier”) AND  
\_\_\_\_\_ (“the Guarantor” – Person giving guarantee)

In consideration of EDL Fasteners Ltd and its associates agreeing to supply or hire any goods or services or other advances to  
\_\_\_\_\_ (“the Customer” – is the Company).

I, the guarantor, hereby jointly and severally agree as follows:

- 1 Unconditionally and irrevocably GUARANTEE and INDEMNIFY to the Supplier the due, proper and punctual payment of all moneys which are now owing or may from time to time become owing, in the manner and at the time agreed between the Supplier and the Customer, for goods and services supplied or hired from the “Supplier” to the “Customer”. If no time is agreed then payment shall be on demand.
- 2 ACKNOWLEDGE that this guarantee and indemnity is a continuing and irrevocable guarantee and indemnity for all debts contracted by the “Customer” with the “Supplier” and shall remain in full force and effect even if the Customer’s account with the Supplier is from time to time in credit.
- 3 FURTHER ACKNOWLEDGE that:
  - a. This Guarantee is a continuing guarantee and indemnity and will be irrevocable and shall remain in full force and effect until the “Supplier” grants a written release from joint or several liability to the Guarantor upon the whole of the moneys hereby secured and all obligations hereby secured having been paid, satisfied or performed under this Guarantee: and
  - b. This Guarantee and indemnity shall not be affected or discharged by the receivership, liquidation, bankruptcy, statutory management or death of the “Customer” or the “Guarantor”: and
  - c. No granting of time, credit or extension of credit by the Supplier, nor any waiver, indulgence or neglect to sue shall in any way abrogate, diminish or release the Guarantor from this obligation under this guarantee and indemnity: and
  - d. My obligation under this guarantee and indemnity shall be that of a principal debtor: and
  - e. I acknowledge that this Guarantee is in addition to, and not in substitution for, any other security or rights which you may presently have or may subsequently acquire and this Guarantee may be enforced against each of us without having recourse to any such security or rights and without making demand or taking proceedings against the “Customer” or others: and
  - f. The Guarantor also hereby agrees, independently of the foregoing guarantee, to indemnify the “Supplier” against all loss, cost and other expenses (including collection costs, solicitor/client costs) which the “Supplier” may suffer or incur as a result of any failure by the “Customer” to make due, proper and punctual payment in full of all or any moneys hereby secured whether or not the liability of the Customer is or has become void or unenforceable for any reason and whether or not the foregoing guarantee shall be void or unenforceable against the Guarantor for any reason.

Guarantors Name: \_\_\_\_\_  
Residential Address: \_\_\_\_\_  
Mobile Phone #: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
Email Address: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ year \_\_\_\_\_

Signed by: \_\_\_\_\_ In the presence of: \_\_\_\_\_  
(Signature of person giving guarantee) (Signature of Witness)

Full Name of Witness: \_\_\_\_\_ Dated: \_\_\_\_\_  
Residential Address: \_\_\_\_\_

**I/we understand and accept responsibility to obtain any legal advice deemed necessary prior to signing this form.**

**Please complete a separate form for each Guarantor.**

The “Guarantor” is the person providing this personal guarantee that all obligations will be complied with:

- Where it is a company it should be a company director, general manager, or financial controller.
- Where the application is in the name of a Trust all trustees must complete the Guarantee.

The Guarantor consents to the Applicant signing the Suppliers terms and conditions and that its existing guarantee remains in full force and effect unless replaced with any new form of guarantee.

I authorise the Supplier to obtain at any time from any person or entity, including but not limited to any credit reporting agency or references given in any application, any information the Supplier may require to process and/or accept any application for credit I may make to the Supplier (including, but not limited to this application) or to perform or complete any of the other purposes for which I have provided Personal Information to the Seller. I authorise any such person to release to the Supplier any Personal Information that person holds concerning me.