

Peninsula Aggregates Limited ("PAL") Credit Account Application

Email to accounts@pal.kiwi.nz or call (07) 866 4902 for queries

1 Please indicate the type of organisation that the Customer belongs to:

☐ Company ☐ Partnership ☐ Individual (Sole Trader)

2 Please complete the following:

Legal company/customer name

Phone number

Mobile Number

Physical address

Postal address

Email address (accounts)

3 If a company, also complete the following:

Date of incorporation.

Company Registration No.

Trading name (if different)

4 Please complete the following details concerning directors of the Customer:

Full details (name, address and date of birth) of directors

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.....
.....
.....

5 Please provide three trade references (major credit suppliers):

Name Contact

Name Contact

Name Contact

6 Please provide vehicle registration numbers for use with our weighbridges, any future registration numbers to be removed or added please email accounts@pal.kiwi.nz

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7 Please tick the quarries you are likely to use:

☐ Whitianga ☐ Tairua ☐ Whangamata ☐ Whangapoua ☐ Coromandel

8 Please identify the name (of business) and contact person at each of the Customer's bank, accountants and solicitors – please include contact telephone numbers.

Name (Bank) Contact

Name (Accountants) Contact

Name (Solicitors) Contact

9 Please read the following terms and conditions of sales, and have this application signed by the Customer (or by two directors in the event that the Customer is a company).

- a) Payment in full is due to PAL by the 20th of the month following the date of invoice. Customers failing to honour their obligations in this regard may, without notice, have their credit facility withdrawn (and any negotiated price discounts revoked), and may also incur interest and collection charges as referred below.
- b) The Customer authorises PAL to collect, retain and use any information about the Customer, for purposes of assessing the Customer's credit worthiness and enforcing any rights under the terms of this credit account. The Customer further authorises PAL to disclose any such information to any person; where the Customer is a natural person this authority shall be consent for the purposes of the Privacy Act 1993.
- c) Any expenses, disbursements or other costs (including legal) incurred in the enforcement of any payment due to PAL shall be recoverable on demand from the Customer.
- d) Any amount remaining unpaid by the Customer following the 20th of each month shall incur interest charges calculated at 2.0% per month for each or part thereof that elapses until payment in full is effected by the Customer.

I have read and accepted the above terms and conditions of any sale by PAL to the Customer. I warrant that all information provided to PAL in respect of this credit account application is to the best of my knowledge true and correct in all respects, and that I am duly authorised to enter into this application and future contracts on behalf of the Customer.

Signed

Print full name

Designation

Date

Guarantee and Indemnity

In consideration of Peninsula Aggregates Limited ("PAL") supplying and continuing to supply goods and/or services to (the "Customer").

I/We jointly and severally:

- 1 **Guarantee** the payment on demand of all monies now owing to PAL by the customer and all further sums of money from time to time owing to PAL by the Customer, including any interest and/or charges incurred by the Customer under the terms of this credit account. For the avoidance of doubt, I acknowledge that this guarantee shall extend to payment of any amount which may be owed by the Customer to PAL in respect of any goods or services supplied to the Customer prior to the date on which this document is signed.
- 2 **Hold harmless and indemnify** PAL on demand, as a separate obligation, against any liability (including but not limited to damages, costs, losses and legal fees) incurred by or assessed against PAL in connection with:
 - The supply of goods or services to the Customer; or
 - The recovery of monies owing to PAL by the Customer including the enforcement of this guarantee; or
 - Monies paid by PAL with the Customer's consent on settlement of a dispute that arises or results from a dispute between PAL, the Customer and any third party, or any combination thereof, over the supply of goods or services by PAL to the Customer.
- 3 **Acknowledge** this Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to PAL by the Customer and all obligations herein have been fully paid, satisfied and performed.
- 4 **Further acknowledge** that no granting of credit, extension of credit terms, or granting or time and no waiver, indulgence or neglect to sue on PAL's part (whether in respect of the Customer or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this deed shall impair or limit the liability under this Guarantee and Indemnity of any guarantor. Without affecting the Customer's obligations to PAL each guarantor shall be a principal debtor and liable to PAL accordingly
- 5 **Irrevocably authorise** PAL to obtain from any person or company any information which PAL may require for credit reference purposes.
- 6 **Further irrevocably authorise** PAL to provide to any third party in response to credit references and enquiries about me/us, or by way of information exchange with credit reference agencies, details of this guarantee and any subsequent dealings that I/We may have with PAL as a result of this guarantee being actioned by PAL.
- 7 **Further acknowledge** that the above information is to be used by PAL for all purposes in connection with PAL considering this guarantee and the subsequent enforcement of the same.

Dated:

Signed by the Guarantor

Print full name of Guarantor

Witnessed by:
Signed by Witness

Print full name & occupation of witness

Signed by the Guarantor

Print full name of Guarantor

Witnessed by:
Signed by Witness

Print full name & occupation of witness