



SITECH CONSTRUCTION NZ LTD

Unit 2, 1 Show Place, Addington, Christchurch 8024

Postal: PO BOX 8160, Riccarton, Christchurch, 8440

CREDIT APPLICATION FORM

1. ENTITY INFORMATION

FULL Organisation name

Trading name (if different)

Status of Organisation

(i.e. partnership, private company, Public company etc)

Number of Years Trading _____

Estimated Credit limit requested _____

Billing/Postal Address

Delivery Address

Contact Name _____ **Position** _____

Phone _____ Fax: _____ Mobile _____

SITECH Construction NZ Limited, Unit 2, 1 Show Place, Addington or PO Box 8160,
Riccarton, CHRISTCHURCH 8440
Phone: 0800 4 SITECH, Email: info@sitechnz.co.nz

Email: _____

Accounts Payable Contact Name _____

Email: _____

Phone _____

Bank and Branch

2. CREDIT REFERENCES (TRADE Accounts only excluding phone & power companies)

1. Company _____ A/C # _____ Phone _____

2. Company _____ A/C # _____ Phone _____

3. Company _____ A/C # _____ Phone _____

3a. INDIVIDUAL/SOLE TRADER OR PARTNERSHIP

SURNAME _____ FIRST NAMES _____

DATE OF BIRTH _____ RESIDENTIAL PHONE _____

RESIDENTIAL ADDRESS

SURNAME _____ FIRST NAMES _____

DATE OF BIRTH _____ RESIDENTIAL PHONE _____

RESIDENTIAL ADDRESS

SITECH Construction NZ Limited, Unit 2, 1 Show Place, Addington or PO Box 8160,
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3b. LIMITED COMPANIES

REGISTERED NAME OF COMPANY _____

DATE OF REGISTRATION _____ REGISTERED COMPANY NO _____

REGISTERED OFFICE:- _____

DIRECTOR (S)

FULL NAME _____ DATE OF BIRTH _____

PERSONAL ADDRESS _____

FULL NAME: _____ DATE OF BIRTH _____

PERSONAL ADDRESS _____

FULL NAME: _____ DATE OF BIRTH _____

PERSONAL ADDRESS _____

4. PERSONAL GUARANTEE

I / we _____ the Guarantor/s acknowledge that

I / we understand all the provisions and terms of this application & agree that in the consideration of SITECH Construction NZ Limited agreeing to supply the above applicant with goods and services from time to time, the Guarantor/s will pay all such moneys upon demand and shall be liable as a principal debtor in respect of all liabilities to SITECH Construction NZ Limited.

Full Name of Guarantors(s) _____

Signature(s) _____

Full Name of Witness _____

Signature _____ Date _____

5. CUSTOMERS ACKNOWLEDGEMENT AND AGREEMENT

The customer warrants to SITECH Construction NZ Ltd that the above information is correct and acknowledges that SITECH Construction NZ Ltd will rely on it and that the customer has read and agreed to the attached terms and conditions.

Authorised Signature(s)

Printed Name _____

Position _____ Date _____



TERMS & CONDITIONS of TRADE

1. PRICES

These DO NOT INCLUDE GST and may change without notice as a result of exchange rate fluctuations or price increases.

2. FREIGHT, HANDLING AND INSURANCE

Freight is charged on orders less than \$5,000.00 + GST in value. All goods are insured to a prearranged delivery point. Please allow two to three days for delivery. Most standard equipment can be delivered to major centres overnight. On all export orders freight and insurance are extra.

3. PAYMENT TERMS

Non-Account Clients - Cash, cheque, credit cards (Visa, Mastercard, Bankcard), money order.

Account Clients - Payment by 20th of month following the date of invoice unless otherwise specified on the invoice or in a quotation.

Any account which is in arrears for more than 30 days may result in the suspension of credit facilities without notice, until the account is paid in full.

Overdue accounts may incur interest calculated at 3% per month from the due date.

Continued non-compliance will result in the account being closed and legal action taken to recover the amounts outstanding.

All costs of collection, including debt collector's fees will be added to the account.

4. WARRANTIES

Goods are guaranteed in terms of manufacturer's warranty.

5. SUPPLIER'S LIABILITY

5.1 Our liability to you

Subject to clause 5.2, the Supplier's total liability in connection with defective or damaged Goods supplied by it or in relation to the provision of Services is limited at the Supplier's option to:

- a) Replacing or repairing the defective or damaged Goods; or
- b) Re-performing the defective Service; or
- c) Refunding the price paid by you for the defective or damaged Goods or provision of Service; or
- d) if the Supplier did not charge for the defective or damaged Goods or the relevant Service, paying you your recoverable direct loss up to a maximum of \$5,000.

Where, in relation to any Goods, the manufacturer's warranty provides a greater warranty entitlement than provided for in this clause 9, Supplier will pass through the benefit of that warranty as it is received from the manufacturer.

5.2 Exclusion of liability

The Supplier shall not be liable whether in contract (including under any warranty), tort (including negligence), equity or otherwise:

- a) Where you have altered or modified the Goods, misapplied the Goods, or have subjected them to any unusual or non-recommended use, servicing or handling;
- b) For loss caused by any factors beyond the Supplier's control;
- c) For loss of revenue, loss of profits, loss of production, loss of use, loss of contract, loss of business or loss of opportunity, whether arising directly or indirectly, or for any indirect or consequential loss of any kind;
- d) in relation to any second hand Goods supplied;

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Where the terms of any written warranty have not been complied with or any manufacturer's handbook provided to you has not been complied with.

Except as set out in clauses 5.1, neither the Supplier nor any other member of the Supplier will be liable to you in contract (including under any warranty), tort (including negligence), equity or otherwise for any loss or damage of any nature under these Terms or in relation to any Goods or Services provided to you.

5.3 Time limit for bringing any claim

In the event of a short delivery or errors in dispatch which would be apparent by inspection on delivery, the Supplier will accept no liability unless notified by you in writing within three days of delivery.

You may not make or pursue any claim against any Supplier member in relation to the provision of any Goods or Services unless you have given the Supplier written notice of the claim (including full particulars of the grounds on which the claim is based) within:

- (a) 1 year of the relevant Good or Service being supplied; or
- (b) if the claim relates to a breach of a written warranty expressed for a defined period, that defined period.

6. RETURN OF GOODS

Credits will be issued for returned goods providing that:

SITECH Construction NZ Limited accept the claim in writing in advance of return.

Goods are in as-new condition with the original undamaged wrapping and documentation.

Goods are received within 30 days of original shipment.

A restocking fee may be charged on some items. Indent items and overseas orders are not returnable.

7. OWNERSHIP OF GOODS

Ownership in all goods supplied shall not pass to the purchaser and any proceeds of sale of the goods shall belong to SITECH Construction NZ Limited until the purchaser has paid for the goods in full.

The purchaser agrees not to sell or assign the goods without the express permission of SITECH Construction NZ Limited until the purchaser has paid or the goods in full.

The purchaser agrees to store the goods safely and indemnify SITECH Construction NZ Limited against any loss or damage to the goods.

The purchaser acknowledges and agrees that SITECH Construction NZ Limited may register any Security Interest that SITECH Construction NZ Limited has in respect of the goods and their Proceeds on the Personal Property Securities Register.

In the case of sequential contracts or deliveries of goods, money paid by the purchaser to SITECH Construction NZ Limited will be applied by it to the earliest-in-time delivery or contract that is unpaid or has a portion unpaid. The purchaser agrees that, until the purchaser has paid SITECH Construction NZ Limited in full for any goods:

- (a) SITECH Construction NZ Limited supplies the goods to the purchaser on the condition that SITECH Construction NZ Limited has a Purchase Money Security Interest ("PMSI") in the goods;
- (b) in relation to goods that are Inventory, the purchaser will not allow any non-PMSI interest to arise in respect of the goods unless SITECH Construction NZ Limited has perfected its PMSI prior to the purchaser's possession of the goods;
- (c) the purchaser will not permit any goods to become Accessions or Commingled Goods with other goods or mass if SITECH Construction NZ Limited has not perfected any Security Interest that SITECH Construction NZ Limited has in respect of the goods;
- (d) if the purchaser sells the goods in breach of this agreement, the purchaser will advise SITECH Construction NZ Limited of the dealing and pay the Proceeds arising from that dealing into a separate account, especially dedicated to those funds, so that those Proceeds remain identifiable and traceable to that dealing and the goods; and
- (e) the purchaser will not do anything that results in SITECH Construction NZ Limited having less than the secured or priority position in respect of the Personal Property Security Act 1999 (the "PPSA") that SITECH Construction NZ Limited assumed at the time of any Perfection.

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The purchaser will assist SITECH Construction NZ Limited by completing any formalities or providing any information required by SITECH Construction NZ Limited such that SITECH Construction NZ Limited may establish and maintain the best security position that it is entitled to under the PPSA.

The purchaser irrevocably gives SITECH Construction NZ Limited and its agents the right to enter upon the purchaser's premises, without giving notice and without being in any way liable to the purchaser or to any person claiming through the purchaser, if SITECH Construction NZ Limited has cause to exercise any rights under section 109 of the PPSA.

If SITECH Construction NZ Limited is a Secured Party under the PPSA:

(a) sections 114, 125, 126, 129, 132, 133 and 134 shall not apply between SITECH Construction NZ Limited and the purchaser; and the purchaser waives its rights in sections 121 and 131 of the PPSA. Further, in accordance with section 148 of the PPSA, the purchaser waives its right to receive any Verification Statement from SITECH Construction NZ Limited.

The terms "Accessions", "Commingle Goods", "Inventory", "Proceeds", "Purchase Money Security Interest", "Secured Party", "Security Interest" and "Verification Statement" have the meaning given to them by the PPSA.

8. CREDIT CHECKS

I/We authorise any seller or person to irrevocably provide SITECH Construction NZ Limited with such information as may be required in response to credit enquiries for the provision of credit to me/us.

I/We further authorise SITECH Construction NZ Limited to furnish any third party any details contained in this application and any details of subsequent dealings that I/we may have as a result of this application being actioned by SITECH Construction NZ Limited and to use for any lawful purpose connected with our business, any information which I/we or any third party may provide.

We may change these terms of trade at any time by changing or removing existing terms or adding new ones. Any change applies from the time it is published on our web site.

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