



**WELCOME BAY ROAD, TAURANGA**  
**POSTAL ADDRESS:**  
**PO Box 11024**  
**PAPAMOA**  
**FAX: (07) 542 1218**  
**A/HR: 027 283 0823**

**BULK TIPPING \* GENERAL CARTAGE \* TRUCK-DIGGER-BULLDOZER HIRE \* SUPPLY SAND-PUMICE & METAL**

**NEW ACCOUNT APPLICATION**

**Customer Details:**

<b>Customer Name:</b> (insert full legal name)		
<b>Incorporation Number or Date of Birth:</b>		
<b>Organisation Type:</b>		
<b>Trading Name:</b>		
<b>Postal Address:</b>		
<b>Physical Address:</b>		
<b>Contact Name:</b>		
<b>Telephone Number:</b>	<b>Business:</b>	<b>Private:</b>
	<b>Mobile:</b>	<b>Fax:</b>
<b>Email address:</b>		
<b>Bank:</b>	<b>Branch:</b>	
<b>Trade References:</b>	<b>Business:</b>	<b>Phone Number:</b>
<b>1.</b>		
<b>2.</b>		

1. By signing this document the above-named customer ("customer") agrees to the **Terms of Trade** attached (and any replacement terms notified to the customer from time to time).
2. I/we hereby declare that the information provided in this document is true and correct.
3. The customer authorises Addline Transport Limited ("Addline") to:
  - (a) collect, retain and use any information about the customer and/or the guarantors for the purpose of assessing the customer's and/or the guarantors' creditworthiness or marketing goods to the customer; and
  - (b) disclose information about the customer and/or the guarantors, whether collected directly by Addline or obtained by Addline from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the customer and/or guarantors.

<b>Signed:</b>	<b>Full Name and Position:</b>	<b>Date:</b>

<b>Office Use Only:</b>		
<b>Customer Code:</b>	<b>Trade References:</b>	<b>Approved:</b>

**PERSONAL GUARANTEE**

**TO: Addline Transport Limited** (“Addline”)

In consideration of Addline agreeing to supply the customer with goods and services at my/our request, I/we **JOINTLY AND SEVERALLY AGREE** with Addline as follows:

1. I/We guarantee all of the obligations of the customer in relation to the supply of goods and services to the customer and the obligations under the Addline’s Terms of Trade. I/We indemnify Addline in relation to any loss, damage or cost arising from any breach of the Terms of Trade.
2. I/We acknowledge that no indulgence, granting of time, waiver or forbearance to sue, or any other matter whereby I/we would be released as a surety will in any way release me/us from liability.
3. This shall be a continuing guarantee to Addline for all debts and obligations of the customer in respect of goods and services supplied. This guarantee shall remain in force until all moneys hereby secured are paid. This guarantee shall continue to be binding and at all times enforceable by Addline notwithstanding the liquidation or insolvency of the customer.
4. Although the relationship between the customer and me/us will be principal debtor and surety, the relationship between me/us and Addline will be that of principal debtor and creditor.

**Dated this** \_\_\_\_\_ **day of** \_\_\_\_\_ **20** \_\_\_\_\_

**SIGNED BY:**

**Guarantor’s Signature:** \_\_\_\_\_

**Guarantor’s Name:** \_\_\_\_\_

**Guarantor’s Signature:** \_\_\_\_\_

**Guarantor’s Name:** \_\_\_\_\_

## ADDLINE TRANSPORT LIMITED – TERMS OF TRADE

- 1. Application of Terms:** These terms and conditions of trade apply to the purchase and supply of goods and services from Addline Transport Limited (“we”, “us” and “our”). “Goods” means all products supplied by us and “services” means all services supplied by us.
- 2. Price:** The price for goods and services supplied is the price set out in our price list at the time and date of order unless otherwise specified in a written quotation/order confirmation. You accept the price by placing an order. Generally we will list or quote prices exclusive of GST. Unless a price is specified as being GST inclusive, you must pay GST in addition to the price. You may not withhold the price or deduct or set-off any amount against the price.
- 3. Quotes:** Unless otherwise stated, all quotations issued by us remain valid for 30 days after their date of issue. Notwithstanding the foregoing, all quotations are given by us without obligation and we may alter or withdraw any quotation at any time. A quotation is void if not accepted by you in writing within 30 days of its date and prior to its withdrawal by us.
- 4. Payment:** The price will be payable in cash prior to delivery unless we have agreed to provide you with credit. If we provide you with credit, the price shall be payable in full on the 20th day of the month following the date of invoicing. Notwithstanding that we may have previously agreed to give you credit, we may in our discretion require payment of a deposit or that the price be paid wholly or partly in advance. We may also suspend or cancel any credit and require you to pay all outstanding amounts in full at any time if we deem this reasonably necessary to protect our business interests. We may elect not to sell or deliver goods to you if payment is not received in accordance with our requirements. You shall not set off against, or deduct from the price, any sums owed or claimed to be owed to you by us nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5. Supply:** If we cannot supply any goods that you have ordered, we will refund you the amount you have paid for the goods that we cannot supply. We may decline to supply or may cease to supply goods to you if you are in breach of, or unable to comply with, any of these terms.
- 6. Cancellation or breach:** If you make an order or accept our quotation and then fail to honour or complete that order, we may retain any deposit paid by you. You also agree to indemnify us for any losses or costs incurred by us as a result of you failing to honour or complete an order. In the event of we agree to accept a return of the goods, these shall be returned to us at your expense, and we will credit your account with the amount equal to ninety (90) per centum of the invoiced value of the returned goods. Our certificate showing the amount of any loss suffered will be sufficient evidence for the purposes of this clause. If you breach any of the conditions in this contract you agree to immediately pay us any costs incurred (including legal costs) in remedying the breach. We may charge interest on the costs and expenses at the rate of 2.5% per month calculated on a daily basis from the date upon which they are paid or incurred by us up to and including the date upon which you shall pay or reimburse us.
- 7. Default:** In the event that your account is overdue, default interest will be payable from the due date for payment at our discretion at the rate of 2.5% per month (or part month) on any amount due and unpaid. You acknowledge that the payment of default interest is without prejudice to our other rights and remedies. If we take action to recover any amount due from you, or to otherwise protect our interests in relation to money owed to us, you agree to pay our costs (including solicitor/client and debt collection costs). Such costs and expenses shall bear interest at the rate specified in this clause, from the date 7 days after we provide details of the costs and expenses to you up to the date of full reimbursement.
- 8. Title/recovery of goods:** The property in the goods will remain with us until we have received payment in full for all goods supplied to you and you have met all your obligations under to us under these terms. We have a security interest over the proceeds of the goods if such goods are sold or disposed of by you. If you fail to pay on the due date, or if you are in breach of these terms, you authorise us to enter any premises to recover goods supplied by us or in respect of which we have title or a security interest. If the premises are the premises of a third party, we will enter and recover the goods as your agent. You will be responsible for any damage we cause in recovering the goods and you indemnify us for any losses or costs that we incur. We will be entitled to sell any goods and apply the proceeds towards moneys owed by you. Where the goods have diminished in value, including as a result of wear and tear, damage or the passage of time, in addition to recovering the goods, we will also be entitled to recover from you the difference between the value of the goods at the time we recover them and the full amount you owe us for the goods.
- 9. Timing/delivery:** Delivery is deemed to occur when the goods are delivered to the site specified on the order or quotation. We will do our best to meet any estimated timeframes that we give you for supplying services and delivering goods. However, these timeframes are not guaranteed and we will not be liable for any claims in respect of delays. We may deliver in one or more instalments. If: (a) we determine (in our sole discretion) that due to health and safety considerations we are unable to deliver goods to the site; or (b) we have agreed that we will deliver on an agreed date and you are unable or unwilling to allow us access to the site to deliver on that date; we may charge you additional fees to cover our costs of storing the goods and/or redelivering the goods to you at a later date. No claim for short deliveries will be accepted unless notified within seven (7) days of receipt of the goods
- 10. Risk:** Risk in all goods we supply to you passes to you upon delivery. You are responsible for making such insurance arrangements as you see fit to cover the risk in goods supplied to you from the time of delivery.
- 11. Security interest:** You agree that, under clause 8 above, we have a security interest for the purposes of the Personal Property Securities Act 1999 (“PPSA”) over the goods supplied as well as the proceeds of those goods. You agree that we may take all steps required to perfect our security interest under the PPSA and you agree to execute any documents and provide us with all necessary information for this purpose. To the maximum extent permitted under the PPSA, you agree to waive your rights as

debtor. In particular, you agree to waive your right to receive a verification statement when we register a financing statement or a financing change statement.

12. **Warranty:** You acknowledge that we are a reseller or carrier (as applicable) and not the manufacturer of the goods. We give no warranties in respect of the goods or services.
13. **Liability for Loss or Damage as Carrier:** You acknowledge that our liability for loss of or damage to any goods transported by us shall be limited at limited carrier's risk in accordance with the Carriage of Goods Act 1979 to NZ\$2,000 per unit of goods (as those terms are defined in the Carriage of Goods Act 1979).
14. **Liability:** To the maximum extent permitted by law, warranties implied by customary practice, statute or at law are excluded. Except for the limited carrier's risk liability expressly set out in clause 13, our liability for any defective goods or services or for any cost, loss, damage or claim arising directly or indirectly in relation to any goods or services supplied by us, whether arising from contract, tort (including negligence) or otherwise, will be limited to (at our option): (a) repairing the goods; (b) providing you with a refund of the price paid for the affected goods or services or a credit for the invoice value of the affected goods or services (as the case may be); or (c) replacing the affected goods and resupplying the services. We are not responsible for any defect in goods or services that results partly or wholly from: (a) the act or omission of you or any third party (including incorrect installation, handling or maintenance of the goods); (b) steps have been taken to remedy an alleged problem with goods without our written consent; or (c) a cause beyond our reasonable control. We are not liable for any inability to perform our obligations, or any delay in performing our obligations, which is caused in whole or in part by circumstances beyond our reasonable control including, but not limited to, adverse weather conditions, acts of God, riots and acts or restraints of governments or regulatory authorities. We are not responsible in any circumstances for any indirect, consequential or special loss, loss of profits or economic loss.
15. **Consumer Guarantees Act:** Where you acquire goods from us that are for the purposes of a business or are for re-sale or supply to other persons in trade, you agree that the Consumer Guarantees Act (the "CGA") does not apply. You agree that, if you on-sell goods to any customer who is not a "consumer" in terms of the Consumer Guarantees Act, you will: (a) contract out of the Consumer Guarantees Act in respect of the sale of the goods; and (b) require your customer to contract out of the Consumer Guarantees Act in respect of any further sales of the goods other than to consumers. If you on-sell goods, you must not make any warranty inconsistent with these terms. You indemnify us for any damages or costs suffered as a result of your breach of this clause.
16. **Miscellaneous:** These terms prevail over the terms of any purchase order or terms or contracts submitted by you. No variation to these terms will be effective unless we have agreed or notified you in writing. No delay or failure by us to act or insist on any right will be regarded as a waiver and every right remains enforceable and may be exercised by us at any time. You may not assign or transfer your rights under this contract to any third party without obtaining our prior written consent.
17. **Information:** You authorise us to collect personal information as we may require for our credit inquiries or for marketing purposes from any third party. You authorise us to disclose any personal information to any person for the purpose of assessing your credit worthiness or in relation to recovery of moneys or goods belonging to us.
18. **Governing Law:** These terms of trade are governed by New Zealand law.