

Credit Application Form

Private and Confidential

Please complete and send back

Company Name: _____

Trading Name: _____

Delete Non Applicable: Public Company / Private Company / Trustee Company / Partnership / Sole Trader

Street Address: _____
_____ Post Code: _____

Delivery Address: _____
_____ Post Code: _____

Postal Address: _____
_____ Post Code: _____

Telephone No: _____ Fax No: _____

E-Mail: _____

Bank: _____ Branch: _____

Accountant: _____

Solicitor: _____

Trade References:	Phone No:	Contact:
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____

I/We Hereby...

1. Agree to settle accounts on the due date.
2. Authorise Insinc Products Ltd Ltd to make credit checks on the applicant.
3. Agree to be bound by the Conditions of Sale shown on the reverse of this form and sign below as the said Guarantor.
4. Certify than I am authorised to sign this Credit Application form on behalf of the Applicant and information given is true and correct to the best of my knowledge.
5. Where products are made for specific purpose, e.g., house branded products, the customer agrees to give 6 month notice in writing of intention not to use those products and to purchase all remaining stock including any containers in transit.

Signature: _____ Position: _____

Name (please print in block letters): _____

Witnessed By Signature: _____

Name (please print in block letters): _____

Residential Address: _____

Conditions of Sale

1. Deliveries

- (a) Insinc Products Ltd may or arrange to be made deliveries of Insinc Products Ltd products by such means of delivery and in such packaging as Insinc Products Ltd may select.
- (b) Where the purchaser gives Insinc Products Ltd. adequate notice of the purchasers' specific requirements of Insinc Products Ltd. products, Insinc Products Ltd shall use reasonable endeavours to make deliveries in accordance with Insinc Products Ltd.s' delivery schedule applicable from time to time.
- (c) Insinc Products Ltd. shall not be responsible or liable in any way to the purchaser for delays and defaults in delivery of the order or any part thereof not for any direct or consequential loss or damage arising therefrom.

2. Risk and Title

- (a) The risk in the goods supplied by Insinc Products Ltd. to the purchaser shall pass to the purchaser upon delivery but the ownership in them shall not pass to the purchaser until the purchaser has fully paid for the same. Receipt by Insinc Products Ltd. of any cheque or other bill of exchange or any promissory note shall not be deemed to be payment or conditional payment until the same has been honoured or cleared to the credit of Insinc Products Ltd.s' bank account and until such time shall not prejudice or affect Insinc Products Ltd.s' rights, power or remedies against the purchaser and/or the goods.
- (b) Until payment in full of the purchase price has been made to Insinc Products Ltd. the purchaser irrevocably gives Insinc Products Ltd., its agents and servants leave and licence without necessity of giving any notice to enter on and into and premises occupied by the purchaser to search for and remove any of the goods supplied or in which Insinc Products Ltd. has ownership as aforesaid without in any way being liable to the purchaser or any person or company claiming through the purchaser.

3. Prices

Insinc Products Ltd. may in its absolute discretion increase or decrease Insinc Products Ltd.s' prices current from time to time. Without derogating from the generality of the foregoing Insinc Products Ltd. may do so to provide for an increase or decrease in taxes, charges, imports or duties of whatsoever nature levied by or in compliance by Insinc Products Ltd. with any legislation, requirement, request or recommendation of, any Government or body, authority or tribunal constituted by or under the laws of New Zealand in respect of or in relation to the importation, refining, manufacture, transportation, storage, distribution, purchase or sale of Insinc Products Ltd. products.

The price which results from such increase or decrease shall become the current price to be paid for Insinc Products Ltd. products delivered to the purchaser.

4. Terms of Payment

- (a) Terms of payment in respect of each delivery of Insinc Products Ltd products made hereunder shall be cash on delivery or such credit terms as are agreed in writing between Insinc Products Ltd. and the purchaser, where credit terms are agreed, payment by the due date shall be such means as is acceptable to Insinc Products Ltd.
- (b) Insinc Products Ltd. may alter or revoke such terms at any time without prior notice to the purchaser.
- (c) If the purchaser is at any time buying on credit terms extended to them by Insinc Products Ltd. and if payment of the whole or any part of any account rendered by Insinc Products Ltd. to the purchaser, is not made by the time allowed by Insinc Products Ltd. for payment, every amount then owing by the purchaser to Insinc Products Ltd., whether due for payment or not, shall become immediately payable by the purchaser to Insinc Products Ltd. and thereafter until such time as Insinc Products Ltd. extends credit terms again to the purchaser, the purchaser shall pay cash on delivery for all Insinc Products Ltd. products
- (d) Should the purchaser fail to make payment as specified above, interest shall accrue on such overdue amounts at the rate of the ASB Bank retail base rate plus 2 per centum per annum.

5. Guarantee

That the Applicant signing this Application does hereby guarantee to Insinc Products Ltd. the due and punctual payment therefore and the payment of all moneys and obligations now due or to become due by the principal debtor and agree to be answerable and liable to Insinc Products Ltd. therefore AND the following provisions shall be applicable to this guarantee:

- (a) This guarantee is a continuing guarantee.
- (b) No granting of credit extension of former credit or granting to the debtor and no waiver indulgence no neglect to sue on Insinc Products Ltd.s' part nor the release of any securities held by Insinc Products Ltd nor the winding up or bankruptcy of the principal debtor shall affect my liability to Insinc Products Ltd. hereunder and as between Insinc Products Ltd. and me I shall be deemed to be a principal debtor and shall be liable to Insinc Products Ltd accordingly.
- (c) This guarantee shall continue in force notwithstanding that the principal debtor's account with Insinc Products Ltd. may from time to time be in credit.
- (d) Within seven (7) days from my receipt of notice in writing of any default on the part of the principal debtor, I shall make payment to Insinc Products Ltd. of all sums in respect of which such default has been made.

6. Defects and Shortages

Insinc Products Ltd. need not consider any claim by the purchaser in relation to:

- (a) The quality of any Insinc Products Ltd. products unless:
 - (i) The purchaser gives notice to Insinc Products Ltd. of any claim they proposes to make, specifying fully the fact on which the claim is based, within five working days of the alleged defect coming to the purchasers attention.
 - (ii) The purchaser uses their best endeavours to minimise loss and damage arising from the alleged defect, and
 - (iii) Insinc Products Ltd. is given reasonable opportunity to take samples, inspect and test the Insinc Products Ltd. products in respect of which the claim is made.
- (b) Discrepancies in quantities of Insinc Products Ltd products in the amount stated on any delivery docket or invoice compare with the amount received at the purchaser's premises unless the purchaser has notified Insinc Products Ltd. of such discrepancies within five working days of delivery. If the purchaser fails so to notify Insinc Products Ltd., the amount stated to have been delivered shall be deemed correct.

7. PPSR

- (a) The customer acknowledges that this Agreement constitutes a Security Agreement for the purpose of the PPSR
- (b) The customer will, when requested by Insinc Products Ltd., promptly execute any documents and do anything else required by Insinc Products Ltd., to ensure that the Security Interest created under this agreement constitutes a first ranking perfected Security Interest over the Products, their proceeds and the Plant, including providing any information Insinc Products Ltd., reasonably required to complete a Financial Statement or a Financing change Statement and register such on the PPSR.
- (c) The customer waives any right to receive a copy of a Verification Statement under the PPSR.
- (d) The Customer will on demand pay all costs and expenses of, or incurred by, Insinc Products Ltd., as a result of enforcing any of its rights under this Agreement or as a result of complying with any demand made by The Customer under section 162 of the PPSR.

8. Extend of Liability

- (a) The liability of Insinc Products Ltd to the purchaser shall not in any case exceed the purchase price of the goods in respect of which such liability arises and this limitation shall apply to liability howsoever arising whether in contract or in tort.
- (b) In any case of liability in the part of Insinc Products Ltd arising from breach of contract Insinc Products Ltd. shall be under no liability for damages or consequential loss to the purchaser arising from such breach.

9. Exclusion of Liability

Insinc Products Ltd. shall not be responsible for any damages whatsoever caused either to the products supplied or as result of the malfunction of such products in the event that such products are in any way adapted to a use to which they are not specifically intended or is such products:

- (a) Have added to or have been added to components, or
- (b) Placed in container, in either case not recommended or approved by the manufacture or supplier of such products.