

RESENE APPLICATION FOR CREDIT

(Please read carefully before completing)

Resene

the paint the professionals use

Organisations

(Please tick one) <input type="checkbox"/> Company <input type="checkbox"/> Partnership <input type="checkbox"/> Other (eg Society or Trust)		Branch/ColorShop					
Legal name*: <small>*N.B Please ensure this is as it appears on official documentation <input type="checkbox"/></small>		Account No.					
Trading name:		Postal code:					
Postal address:							
Actual address:							
Previous address (if within 2 years):							
Phone:				Fax:			
Mobile:				Email:			
Co. Registered Office:				Co. Registered (year):			

Details of Partners, Principals and Trustees (not required for Public Companies)

1. Full name:	Phone:
Home address (not Box No.):	
2. Full name:	Phone:
Home address (not Box No.):	
Contact for account payment queries:	

To be completed only if a Limited Company and/or Trust

I, _____ of address _____
being a Shareholder/Director/Trustee of (name of Company or Trust)* _____
*N.B Please ensure this is as it appears on official documentation

hereby guarantee to Resene Paints Limited payment when demanded by Resene Paints Limited of all moneys and liabilities whether certain or contingent now or hereafter due, owing or incurred to Resene Paints Limited anywhere on any account or in any manner whatsoever from or by (name of Company or Trust) _____ whether as principal or surety. This guarantee is a continuing guarantee and no waiver or forbearance will affect the enforcement of the guarantee against me.

Signature:	Birth date:
Witness:	Date:

Individuals

Trading name:	Postal code:
Full name*: <small>*N.B Please ensure this is as it appears on official documentation <input type="checkbox"/></small>	Birth date:
Postal address:	
Actual address:	
Previous address (if within 2 years):	
Phone:	Fax:
Mobile:	Email:

All applicants to complete

Type of business:	
Name of branch of bank:	
Accountants (if any):	Phone:
Trade references:	
1.	Phone:
2.	Phone:
3.	Phone:
My/our purchases from Resene will not be less than \$2000 per annum. I have read and agree to the Terms of trade set out overleaf.	
Customer's signature:	Date:
Print name:	Position: Birth date:
Customer's signature:	Date:
Print name:	Position: Birth date:
Witness:	

RESENE PAINTS LIMITED – TERMS OF TRADE

Resene Paints Limited ("Resene") supplies all goods to every customer ("the Customer") subject to the following terms and conditions of sale. Resene reserves the right to amend these terms at any time.

Customer account

- Trade prices are available to approved customers upon application and by approval of Resene.
- Should an account application be approved in the name of an individual customer, and subsequently the individual customer registers his business as a limited liability company, a new application form must be completed in the name of the company. Failure to do so will be treated as non-notification of the company formation and the account will still operate in the name of the individual customer until the new application has been approved.
- The Customer and any guarantor of the Customer each authorises the following actions, and where human individuals are providing authority, provides waiver under the Privacy Act 1993 for the following actions:
 - Any person or company to provide Resene with such information as it requires in response to its credit enquiries;
 - Resene to provide any third party with details of this application, any subsequent dealings which the Customer or guarantor may have with Resene, including the state of the Customer's account with Resene if the Customer or guarantor defaults on its payment or other obligation under these terms of trade; and
 - For the purposes of this clause 'Resene' shall include any professional person or organisation or debt recovery organisation acting on its behalf.
- The Customer and any guarantors further authorises Resene to furnish to any third party details of this application and any subsequent dealings that the Customer and any guarantors may have with Resene if Resene is required to take action for non-payment of an account.
- All accounts are due for payment by the 20th of the month following date of invoice.
- If accounts are not paid by the 20th of the month following the date of invoice then Resene reserves the right to charge interest at one and a half per cent (1.5%) per month payable on the lowest balance for the month calculated as at the 20th of each month. Interest shall be payable at the contractual rate up until the date of payment, including after judgment.
- In the event of payment default the Customer agrees to pay all legal (at the rate of solicitor client) and other incidental expenses incurred in respect of recovery of the debt.
- Payment of all amounts and any other monies owing to Resene shall be made free of any counter-claim, set off, deduction or other claim whatsoever.
- Unless the Customer raises any objection to the balance outstanding on any Resene statement within 45 days of the date of issue of that statement the Customer shall be deemed to have accepted the balance shown on the statement as being correct.
- Resene reserves the right to suspend or refuse supply and cancel an accepted order if the Customer is in breach of terms Resene reserves the right to close an account or require customers to purchase goods on a cash only basis.
- The Customer will also be in default:
 - If the Customer becomes insolvent, is wound up, has a receiver appointed, enters into any composition or arrangement with creditors, or does anything which would render the Customer liable to be placed in liquidation or have a receiver appointed over property, commits an act of bankruptcy, ceases to be of full legal capacity or dies;
 - Goods we have retained title to are at risk;
 - There occurs an event or series of events (whether related or not) which, in Resene's opinion may cause a material adverse change in the Customer's ability to meet its obligations to Resene;
 - The Customer breaches any other agreement it has with Resene.
- Where the Customer fails to make any payment when it is due, a default described in clause 11 occurs, or the Customer otherwise fails to comply with these Terms of Trade, any of which is "a Default", Resene will, without prejudice to any other remedy it may have at law, be entitled to take the actions of a secured creditor described in clause 19.

Conditions

- The Customer agrees, to the maximum extent permitted by law, that no warranty or condition shall be implied against Resene by any statute, common law or otherwise and no representation, express condition or warranty shall be binding on Resene unless it is in writing and signed for or on behalf of Resene and in no circumstances will Resene be liable to the Customer for any expenses, costs or damages (whether foreseeable or not) resulting from the supply of goods.
- The Customer further agrees that where the Customer acquires or holds itself, himself or herself out as acquiring goods for business purposes, the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of goods to the Customer.
- The parties may execute a counterpart copy of this agreement by photocopying a facsimile or scanned copy of this agreement and executing that photocopying or scanned copy. The transmission by facsimile or email by each party of a signed counterpart copy of this agreement to the other parties is deemed proof of signature of the original and the signed facsimile or scanned copy so transmitted is deemed an original for the purpose of this agreement.

Delivery

- The Customer is liable for all freight charges except by prior negotiation.

Prices

- Prices are subject to change without notice.

Credits

- Subject to Resene's discretion, goods (except tinted colours) may be accepted for credit provided returns are made within 30 days of purchase. All good accepted for credit will be subject to a 5% handling charge.

Security interest, name change, payments and risk

- All goods supplied (as more fully described in any invoice or other sales record issued by Resene, all of which form part of these Terms of Trade) shall remain the property of Resene until all amounts owing by the Customer to Resene have been paid. Where a Default occurs, Resene or Resene's agent may exercise any and all remedies afforded to a secured party by Part 9 of the Personal Property Securities Act 1999 ("PPSA") and enter any building or premises owned, occupied, or used by the Customer, to search for and re-take possession of any goods supplied to which Resene has priority. Repossession of goods in this manner shall not operate as a discharge from liability for any account balance remaining after credit has been given for repossessed goods.
- The Customer agrees that sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA shall not apply on the enforcement by Resene of any security interest it has in the goods supplied. The Customer also waives any rights it may have under sections 116, 119, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA on such enforcement.
- In consideration of the provision of credit for goods under these terms the Customer:
 - Agrees to grant a mortgage over all land which the Customer owns, whether at the time of entry into these terms or subsequently while credit is provided; and
 - Will on written demand being made to the Customer sign an Authority and Instruction form and all other documents which may be necessary to allow Resene to register a mortgage in favour of Resene (the "Mortgage") to secure repayment of all money owed by the Customer to Resene.
- The Mortgage Memorandum applicable to the Mortgage will be in a commonly used all obligations form chosen by Resene's solicitors.
- Resene may caveat all or any of the Mortgaged Property and the land described in clause 21a to protect Resene's interests under this agreement.
- The Customer appoints Resene, and any of its Directors, jointly and severally as the Customer's attorney to sign an Authority and Instruction Form authorising the registration of the Mortgage, and any other documents which may be required to effect registration, on the Customer's behalf if the Customer fails to properly complete them and return them to Resene within 7 days of its being sent to the Customer for signature purposes.
- Any demands and documents to be sent to the Debtor in accordance with this agreement to mortgage will be deemed to have been made, or sent, (as appropriate) when posted by ordinary post to the Customer's address last known to Resene.
- The Customer acknowledges receipt of a copy of these Terms of Trade and waives any right it may have to receive from Resene a copy of any financing statement, financing change statement or verification statement that is registered, issued, or received at any time in relation to these Terms of Trade.
- The Customer agrees not to change its name or physical or postal address without giving Resene (7) days notice of what its new name and or address will be.
- The Customer authorises Resene to apply (without prior notice) any monies:
 - Held by Resene for or on behalf of the Customer on any account and/or towards payment of any amount owing to Resene; and
 - Received by Resene from or on account of the Customer in payment of any amount owing to Resene.
- Without limiting clause 28, Resene may at any time (including when amounts are owing in respect of more than one transaction) apply or appropriate any monies received from the customer in any matter (and in any order and to any amount owing to Resene) Resene thinks fit (despite any direction to the contrary) and whether before or after any default by the Customer.
- It is the Customer's risk and responsibility to ensure goods are purchased by an authorised person. The Customer shall provide written advice to Resene the names of personnel authorised to place orders on the Customer's behalf and must advise in writing if any such authorities are withdrawn. The Customer shall be solely responsible for the supervision of the use of the account and in the absence of specific written advice of authorised personnel, Resene shall have no obligation to enquire into the authority of any person placing orders on any account in the name of the Customer. Any orders made by a specifically authorised person, prior to receipt by Resene or written notice withdrawing that person's authority, shall be paid by the Customer.
- Risk for all goods supplied shall be passed to the Customer on dispatch of the goods from Resene's premises unless goods are being delivered by a carrier contracted to Resene in which case risk shall pass at the time of receipt by the Customer.

Insurance

- The Customer shall be obliged to insure all goods from the time of despatch (or time of receipt where goods are being delivered by a carrier contracted to Resene) for their full market value in the name of Resene and the Customer for their respective interests and maintain prompt payment of premiums on any such insurance policy. The buyer will account to Resene for all money received under any insurance claims in respect of the goods, title to which has not passed to the Customer.

I have read and agree to the above stated terms of trade.

Signature: _____ Date: _____