

Allied Lubricants Limited

Credit Application form

Applicants Name _____

Date of application _____

Office Use Only

Approved

Position/Title

Date Account No.

Credit Limit

ORGANISATION DATA *Section A*

Account Name: (Full Legal name of organisation or individual/s).....

Trading Name: (Trading name if different from above)

Primary Contact.....

Postal Address.....

Town/City..... **Postcode**.....

Business phone:..... **Fax**.....

Email.....

Company **Sole Trader** **Partnership** **S.O.E/Govt** **Trust** **Incorporated Society** **Other**

Registered Office: (if company)..... **Age of business**

Es* mated monthly purchases-(NZD).....

Paid up Capital **Nature of business**.....

Sole Trade, Partners, Company Directors or Trustees (if more than two please a ach extra sheet).

	Surname	First Names	Date of Birth	Address (Home)	Phone (Home)
1
2

Co. Accountants..... **Co. Solicitors**.....

THREE CREDIT REFERENCES *Section B*

Please confirm with your references they will supply a reference

1 Phone number.....

2 Phone number.....

3 Phone number.....

ORDER/DELIVERY DETAILS *Section C*

Admin/Accounts Contact Person

Email address..... **Phone number**

Orders/Delivery Contact Person

Email address..... **Phone number**

Primary Delivery Address

.....

Secondary Delivery Address

.....

(If you have more than 2 delivery addresses, please include details on a separate form)

PERSONAL GUARANTEE *Section D*

The guarantor(s) named hereunder (the guarantor) acknowledges by signing below that such person(s) have read the provisions of the personal guarantee set out below and understands the nature and effect of the guarantee. Such person(s) agree that they are bound by the guarantee.

Guarantee

In consideration of the Company entering into this agreement and/or credit arrangement with the Customer the guarantor guarantees to the Company the due and punctual payment by the Customer of all moneys payable under this agreement and the due and punctual performance of all obligations, duties, liabilities and undertakings of the Customer under this agreement.

- a) Although as between the guarantor and the Customer the liability of the guarantor may be that of a surety only, as between the guarantor and the Company the guarantor will be deemed to be a principal debtor and not be released by any act, matter or thing the happening of which would release one liable only as a surety;
- b) The bankruptcy or liquidation of the Customer or the guarantor or the giving of time or any indulgence by the Company to the Customer or the guarantor or any one or more of them or any other person or the exercise or non exercise by the Company of any of the powers under this agreement or the release or partial release or variation of this agreement or of any collateral agreement or other security at any time held by the Company or any other dealing whatever by the Company with the Customer or the guarantor or any one or more of them or any other person shall not exonerate or release the guarantor from its liability under this agreement, nor will the guarantor be released by any other act, omission, matter or thing whatever whereby the guarantor as a surety only would have been so released;
- c) This guarantee is a continuous guarantee until all of the obligations of the Customer under this agreement have been fully discharged;
- d) The guarantor agrees to indemnify the Company from and against any liability, loss or damage which it might incur by reason of any breach by the Customer of the Customer's obligations under this agreement or by reason of this agreement being or becoming void or unenforceable.
- e) When two or more guarantors are parties hereto this Guarantee and the obligations and agreements on their part herein contained or implied shall bind them and every two or every greater number of them jointly and each of them severally.
- f) The guarantor authorises any person, company or organisation to provide to the Company such information as the Company may require in response to the Company's credit inquiry.

Any information obtained by the Company under this clause will be confined to that reasonably required by the Company.

Guarantor(s) Full Name.....

Address of Guarantor

Signature of Guarantor

Date/...../.....

Guarantor(s) Full Name.....

Address of Guarantor

Signature of Guarantor

Date/...../.....

APPLICATION *Section E*

I hereby apply to open a Credit Account. I accept the terms of trading as detailed on the reverse of this form and verify that the application details are correct.

CUSTOMER (Sole Trader, Partner, Company Director or Trustee)

Print Name

Position/Title

Signature

Date/...../.....

ALLIED PETROLEUM & ALLIED LUBRICANTS PRODUCT SUPPLY TERMS AND CONDITIONS**1. When these Terms and Conditions apply**

- 1.1 These terms and conditions apply whenever Allied Petroleum Limited or Allied Lubricants Limited (each called "Allied") supplies fuel, lubricants, or any other goods (the "Product") to the Customer.
- 1.2 These terms and conditions can only be changed:
- By Allied giving wri/en notice to the Customer in which case the changes will only apply to orders placed after the notice; or
 - By wri/en agreement between Allied and the Customer.
- 1.3 Where Allied has entered into any other agreement with the Customer, such as an Allied Equipment Supply Agreement, Allied Fuel Card Agreement, or Allied Merchant Agreement, those agreements apply as well.
- 1.4 However, where Allied has entered into more than one agreement with the Customer and there is a conflict between them, Allied may determine which agreement prevails.

2. Ordering

- 2.1 The Customer may order the Product by sending a wri/en order to Allied or by using another order method accepted by Allied.
- 2.2 Allied does not have to accept an order. A change to an order will not have any effect either unless Allied agrees to it.
- 2.3 Allied may, at any time, correct any error in an order, quote, invoice, statement, or related document.

3. Price

- 3.1 The price for the Product will be Allied's price applying for the Customer at the time of delivery (plus GST).
- 3.2 Allied may review its prices for the Customer from time to time.

4. Payment

- 4.1 The Customer must pay for the Product (without deduction) at the time agreed in writing by Allied and the Customer. If there is no wri/en agreement about payment terms then payment is due on the 20th of the month after delivery.
- 4.2 The Customer must pay for the Product by direct debit unless Allied agrees in writing to another method of payment.
- 5. Delivery and storage**
- 5.1 If Allied agrees to deliver the Product by a certain time it will make all reasonable efforts to ensure the Product is delivered within that timeframe. However, Allied will not be liable for any delay.
- 5.2 Allied will deliver the Product to the site agreed by the Customer and Allied. If there is no agreement about that Allied will deliver the Product at the Customer's usual delivery site. For bulk Product, delivery will occur when the Product is discharged or transferred from the delivery vehicle or other mechanism or installation at the delivery site. For packaged Product, delivery will occur when it is delivered to the delivery site.
- 5.3 The Customer is responsible for checking the Product and informing Allied of any shortfall or other problem with it. If it does not do this within 5 days after delivery it will be deemed to have accepted that the Product complies with the order.
- 5.4 The Customer must ensure Allied's delivery vehicle has suitable access to the delivery site (in all weather conditions). Allied may refuse delivery if it or its driver does not think the site or the access to it is safe. If this happens or the Customer refuses to accept or is unable to or otherwise does not accept delivery, the Customer must, on demand, pay Allied, its delivery costs and expenses.
- 5.5 The Customer must keep the storage equipment for the Product in good condition. It must also ensure the storage equipment (and any related equipment) meets all laws and industry requirements and guidelines. Allied may refuse delivery if it or its driver does not think the storage equipment (or any related equipment) complies with this or is safe.
- 5.6 The Customer must comply with all laws and industry requirements and guidelines in connection with the storage and handling of the Product. Without limiting that obligation the Customer must take all proper steps to prevent Product spills and carry out regular physical reconciliations to detect Product loss. If a spill or loss of greater than 5 litres occurs the Customer must notify Allied immediately.

6. Ownership (title) and risk

- 6.1 Title to the Product passes to the Customer when all amounts payable (from time to time) by the Customer under this agreement have been paid. Until then:
- The Customer will, where practicable, keep the Product on its premises and separate from other goods in a way which makes the Product easily identifiable as Allied's property; and
 - Where the Customer uses or resells the Product, Allied will be deemed to have retained title to the proceeds of sale and all other Product previously paid for by the Customer which is still in the Customer's possession or control, up to a value equal to the amount for which payment has not yet been made.
- 6.2 If the Customer pays for Product to be freighted, the risk lies with the Customer from the time the Product is freighted. Otherwise, risk in the Product passes to the Customer on delivery.

7. PPSA

- 7.1 This agreement creates a security interest in all present and after acquired personal property of the Customer (including the Product and its proceeds) under the Personal Property Securities Act 1999 (the "PPSA") as security for payment of all amounts payable (from time to time) under this agreement. The security interest will (despite any payment or anything else) continue until final wri/en release is given by Allied.
- 7.2 The Customer must, at its cost, at Allied's request, sign all documents and do all other things Allied reasonably requests to perfect Allied's security interest, obtain the priority required by Allied, or register (or renew) a financing statement for the security interest. The Customer irrevocably appoints Allied and each of Allied's directors (from time to time) to be its attorney for the purposes of doing the things referred to in this clause. The Customer agrees that this power of attorney will not be restrictively interpreted.
- 7.3 The Customer (and the Guarantor) agree sections 114(1)(a), 133, and 134 of the PPSA will not apply and waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.
- 7.4 The Customer (and the Guarantor) also waives its right to receive a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement.

8. Termination

- 8.1 Unless otherwise agreed in writing Allied or the Customer may terminate this agreement by giving the other at least 3 days wri/en notice of termination.
- 8.2 If this agreement is terminated:
- All the money payable under this agreement will be due immediately (despite any agreed period of credit under this agreement or otherwise); and
 - Any undelivered order will be treated as cancelled unless Allied and the Customer agree otherwise.
- 8.3 Termination of this agreement will not release Allied or the Customer (or any Guarantor) from any accrued liability under this agreement or from any terms and conditions of this agreement which (expressly or impliedly) deal with obligations after termination.

9. Customer default, etc

- 9.1 If the Customer fails to pay Allied any money when it is due Allied may require the Customer to pay interest at 18% pa (compounding on the 20th of each month) on the overdue money from when payment was due until payment (with interest under this clause) is made.
- 9.2 If the Customer fails to pay any money under this agreement when it is due or otherwise breaches this agreement then Allied may (without prejudice to its other rights and remedies):
- Require the Customer to pay all of Allied's costs (including legal costs on a solicitor/own client basis) in connection with the enforcement of or attempted enforcement of Allied's rights and remedies against the Customer and any Guarantor; and
 - Enter the Customer's premises and take possession of any Product Allied is entitled to in which case Allied will have no liability to the Customer or any other person.

10. Product Information

- 10.1 Allied may give the Customer some information about the Product and how it might be used. If Allied does this it will be passing on information it has received from other people. Allied does not carry out any tests or independently verify that information. Therefore Allied does not accept liability for any inaccuracy or omissions in the information.
- 10.2 This means the Customer uses the Product at its own risk. The Customer can verify its suitability and accuracy by contacting the vehicle or equipment supplier or manufacturer.
- 10.3 The Customer acknowledges that copyright in any documents about the Product (or otherwise) Allied gives the Customer remains with the owner.
- 11. Warranties, etc**
- 11.1 Allied warrants that it will (subject to part 6) give the Customer full ownership of the Product and that the Product meets the NZ standards required by law.
- 11.2 Allied will stand by those warranties but does not give any other warranties, conditions, or guarantees, or make any other representations about the Product.
- 11.3 Therefore all the implied warranties, conditions, and guarantees in the Sale of Goods Act 1908 or any other legislation are excluded to the extent allowed by law.
- 11.4 The Customer acknowledges that the Product is being purchased for business purposes. The Customer agrees that the provisions of the Consumer Guarantees Act 1993 are excluded and acknowledges that the Credit (Repossession) Act 1997 does not apply.

12. Allied's liability

- 12.1 The Customer agrees that the following exclusions and limitations of liability apply. The Customer acknowledges that Allied takes them into account when determining the price of the Product.
- 12.2 Allied is not liable for:
- Claims that are not for direct physical loss or damage, such as claims for (i) business interruption, (ii) loss of profits (or savings), (iii) indirect or consequential loss, damage, or liability, or (iv) costs, such as legal costs, relating to a claim, that the Customer or anyone else suffers or incurs in connection with the Product; or
 - Claims for any act or failure or refusal to act by any independent contractor (such as a driver of a delivery vehicle) of Allied.
- 12.3 Allied's employees (or other persons for whom Allied is responsible) do not accept any liability for any of those claims either. Nor do they accept any liability for claims for direct physical loss or damage.
- 12.4 Where Allied's liability for a claim has not been excluded (because the claim is for direct physical loss or damage), or, for any reason, the exclusion of liability does not work or apply, Allied's total liability, in the aggregate, for all claims for any loss, damage, liability, or costs that the Customer or anyone else suffers or incurs in connection with the Product is limited to the price of the Product, or, at Allied's option, replacing the Product.
- 12.5 These exclusions and limitations of liability apply regardless of how the claims arise including breach of Allied's agreement with the Customer, breach of any legislation, or for any tort such as negligence.
- 12.6 If the Customer or any employee or contractor or other person for whom it is responsible makes a claim against Allied or its employees that the Customer has agreed is excluded, or, to the extent it is above the limitation amount, the Customer must (on wri/en demand) indemnify Allied for all costs (including legal costs on a solicitor/own client basis), claims, losses, damages, and liabilities Allied suffers or incurs in connection with that claim.

13. Credit Information

- 13.1 The Customer authorises (and will ensure its directors and shareholders authorise) and the Guarantor authorises:
- Any person (including a company) to provide Allied with whatever information Allied reasonably requires about the Customer and its directors and shareholders and the Guarantor for the purposes of Allied's credit enquiries; and
 - Allied to collect, retain, use, and disclose that information and other business information for the purposes of Allied's business.
- 13.2 Allied acknowledges that the Customer, its directors, shareholders, and Guarantor may, under the Privacy Act 1993, access and correct their personal information held by Allied.

14. Security

- 14.1 To be/er secure the amounts payable (from time to time) by the Customer under this agreement each of the Customer and the Guarantor agrees to mortgage its existing and future land (including improvements on it) to Allied.
- 14.2 The terms of the mortgage will be those in the most recent Auckland District Law Society all obligations Memorandum of Mortgage form.
- 14.3 Each of the Customer and the Guarantor irrevocably appoints Allied and each of Allied's directors (from time to time) to be its attorney for the purposes of executing the mortgage and doing all things Allied requires for the mortgage to be registered. Each of the Customer and the Guarantor agrees that this power of attorney will not be restrictively interpreted.

15. Guarantee and indemnity

- 15.1 In consideration of Allied, at the Guarantor's request, entering into this agreement with the Customer, the Guarantor irrevocably guarantees to Allied:
- The due payment by the Customer of all amounts payable (from time to time) under this agreement; and
 - The performance by the Customer of all of its obligations under this agreement.
- 15.2 The Guarantor agrees that:
- As between the Guarantor and Allied, the Guarantor will be deemed to be a principal debtor.
 - No release, delay, waiver, or other indulgence given by Allied to the Customer, or variation of the agreement between Allied and the Customer, or any other thing whereby the Guarantor would have been released had it been merely surety will release, prejudice or affect the Guarantor's liability under this guarantee.
 - As between the Guarantor and Allied, the Guarantor may for all purposes be treated as the Customer and Allied will be under no obligation to take proceedings against the Customer before taking proceedings against the Guarantor.
- 15.3 The Guarantor indemnifies Allied against all costs, claims, losses, damages, and liabilities Allied suffers or incurs:
- As a result of a breach of this agreement by the Customer, the Guarantor, or any other Guarantor; or
 - As a result of any (or any prospective) bankruptcy, receivership, liquidation, voluntary administration, or statutory management of the Customer, the Guarantor, or any other Guarantor; or
 - If this document is or becomes unenforceable for any reason.
- 15.4 This guarantee and indemnity is a continuing guarantee and indemnity and will not be wholly or partially satisfied, discharged or affected by any intermediate payment or settlement of account. The Guarantor will remain liable until Allied signs a discharge of the Guarantor's obligations.
- 15.5 The Guarantor must pay to Allied upon wri/en demand any amount due under this guarantee and indemnity.
- 15.6 Where the Guarantor signs this agreement for or on behalf of the Customer the Guarantor's signature will also bind them as guarantor without prejudice to and regardless of whether they also sign separately as guarantor.
- 15.7 Where there is more than one Guarantor their obligations are joint and several.
- 16. Miscellaneous**
- 16.1 A waiver of a party's right under this agreement will not be effective unless it is in writing.
- 16.2 The Customer may not assign its rights or obligations under this agreement.
- 16.3 Where the Customer is a company, partnership, or trustee, the person signing this agreement warrants and represents to Allied that the Customer is properly formed under NZ law and has the power and capacity (and has done everything it needs to do) to enter into, and perform this agreement.
- 16.4 Where the Customer is a trustee, the person signing this agreement also warrants and represents to Allied that the Customer is entitled to be fully indemnified from the assets of the trust and no circumstances exist whereby the indemnity may be lost or materially affected.

NAME OF ACCOUNT:

AUTHORITY
TO ACCEPT
DIRECT DEBITS

(Not to operate as an
assignment or agreement)

CUSTOMER (Acceptor) TO COMPLETE BANK/BRANCH NUMBER &
ACCOUNT NUMBER & SUFFIX OF ACCOUNT TO BE DEBITED.

Authorisation Code
0 3 1 8 4 6 2
(User Number)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	-	<input type="text"/>	<input type="text"/>	<input type="text"/>
Bank	Branch Number				Account Number				Suffix				

#Please attach an encoded deposit slip to ensure your number is loaded correctly

Date Options for Direct Debit to be taken:
will default to the 20th if not ticked

20th	<input type="checkbox"/>
25th	<input type="checkbox"/>
28th	<input type="checkbox"/>

TO: The Manager, (Please Print Full Postal Address
Clearly for Window envelope)

BANK	
BRANCH	
ADDRESS (PO BOX)	
TOWN/CITY	

DATE: _____

I/We authorise you until further notice in writing to debit my/our account with you all amounts which -

Allied Lubricants Limited

(hereinafter referred to as the Initiator)

the registered Initiator of the above Authorisation Code, may initiate by Direct Debit.

I/We acknowledge and accept that the bank accepts this authority only upon the conditions listed on
the reverse of this form.

INFORMATION TO APPEAR ON MY/OUR BANK STATEMENT (TO BE COMPLETED BY INITIATOR).

Payer Particulars	Payer Code	Payer Reference
<input type="text"/>	<input type="text"/>	<input type="text"/>

NAME OF ACCOUNT - CUSTOMER TO COMPLETE

AUTHORISED SIGNATURE(S)

<p>APPROVED</p> <p>Approval code will be issued by the bank prior to printing of any stock</p>	FOR BANK USE ONLY:		BANK STAMP
	Date Received:	Checked By:	
Original	-Retain at Branch		
Copy	-Forward to initiator if requested		

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. The Initiator:

(a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of the debiting at least 10 calendar days before (but not more than 2 calendar months) the date when the Direct Debit will be initiated. This advance notice must be provided either:

(i) in writing; or

(ii) by electronic mail where the Customer has provided prior written consent to the Initiator

The advance notice will include the following message:-

“Unless advice to the contrary is received from you by (date*), the amount of \$....., will be direct debited to your Bank account on (initiating date).”

* This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.

(b) May, upon the relationship which gave rise to this Authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Authority. Upon receipt of such notice the Bank may terminate this Authority as to future payments by notice in writing to me/us.

2. The Customer may:-

(a) At any time, terminate this Authority as to future payments by giving written notice of termination to the Bank and to the Initiator.

(b) Stop payment of any Direct Debit to be initiated under this Authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

(c) Where a variation to the amount agreed between the Initiator and the Customer from time to time to be direct debited has been made without notice being given in terms of 1(a) above, request the Bank to reverse or alter any such Direct Debit initiated by the Initiator by debiting the amount of the reversal or alteration of the Direct Debit back to the Initiator through the Initiator's Bank, PROVIDED such request is made not more than 120 days from the date when the Direct Debit was debited to my/our account

3. The Customer acknowledges that:-

(a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this authority until actual notice of such event is received by the Bank.

(b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.

(c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other disputes lies between me/us and the Initiator.

(d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility in respect of:

- the accuracy of information about Direct Debits on Bank statements

- any variations between notices given by the Initiator and the amounts of Direct Debits

(e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give written advance notice correctly nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. - The Bank may:-

(a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly executed by me/us and given to or

(b) At any time terminate this authority as to future payments by notice in writing to me/us.

(c) Charge its current fees for this service in force from time-to-time.