

DECLARATION FORM

APPLICANT NAME:Limited (“**Applicant**”)

The Applicant hereby applies for a Trade Credit Account with Stevenson in accordance with Stevenson’s Terms of Trade Credit and Terms of Trade attached or available at www.stevenson.co.nz and agrees to abide by them. The Applicant warrants and represents that all information in this Application is accurate and complete. Stevenson may refuse this Application at its absolute discretion.

AUTHORISED PERSON ON BEHALF OF APPLICANT TO COMPLETE:

Signature..... Print Name..... Position.....
 Date.....

WITNESS TO COMPLETE:

Signature..... Print Name.....
 Address:

Completed forms to be returned to the address stated or **posted** to:
 Stevenson Group Limited
 Private Bag 94000
 South Auckland Mail Centre, Manukau 2240

FOR OFFICE USE ONLY

Sales Department to complete

Industry Segment:	Customer Cat:	Concrete Code:
Discount Schedule: (Please circle)	Customer Management Group: (Please circle)	Sales Rep:
SBP (Co. 6) MAS (Co. 17) SRL (Co. 7) SLL (Co.14) SEL (Co.8)	K1 masonry key accounts K2 concrete key accounts R1 Reseller S1 northern selection centre S2 central selection centre S3 eastern selection centre S4 southern selection centre ZZ Not SBP customer/ vendor.	

Customer Price Group:

Credit Department to complete

Checked by..... Date

Approved by Declined by

Date:

Credit Limit \$

Account No.

Comments:

ACCOUNT GUARANTEE FORM

In the event that Stevenson (as defined in the Stevenson's Terms of Trade Credit) agrees (in its sole discretion and after review of the Customer's Credit Application) to open a Trade Credit Account for the Customer, the Guarantor(s):

- 1 Guarantee (jointly and severally if more than one) repayment to Stevenson of all amounts payable by the Customer in respect of the Trade Credit Account, and the performance of all of the Customer's obligations in relation to that Account.
- 2 Acknowledges that Stevenson has opened a Trade Credit Account with the Customer at the request of the Guarantor, and that Stevenson might not have done so without the Guarantor's guarantee.
- 3 Agrees that if the Customer does not pay any amount, or perform any obligation, in respect of the Trade Credit Account, the Guarantor will do so on demand (without counterclaim or any deduction or set off).
- 4 Agrees that if for any reason any amounts payable by the Customer in respect of the Trade Credit Account are not recoverable by Stevenson, the Guarantor will indemnify Stevenson against any resulting loss and related costs, and will pay the amount of any such loss to Stevenson as a principal debtor and on demand.
- 5 Agrees that their obligations as a Guarantor are absolute and unconditional, and will not be released or in any way affected by:
 - (a) any variation or release of the terms of the Trade Credit Account; or
 - (b) any concessions by Stevenson to the Customer or to any other Guarantor; or
 - (c) the insolvency of the Customer or any other Guarantor; or
 - (d) any other act, omission, or rule of law which, were it not for this clause, might release a guarantor;
 and irrevocably waives any rule of law to a different effect.
- 6 Acknowledges that the Guarantor has either had independent legal advice prior to executing this Guarantee or, if that has not occurred, that is solely the Guarantor's own choice freely made, and the Guarantor irrevocably waives any rights which the lack of that independent advice might otherwise have given the Guarantor.
- 7 Authorises Stevenson to collect personal information and/or provide personal information relating to the Guarantor to credit reference agencies, referees and other bodies, as Stevenson considers necessary for the purposes of the Guarantee. The Guarantor has the right to access and correct any personal information held by Stevenson.

Name of Entity being guaranteed

Street Address

GUARANTORS TO COMPLETE:

Guarantor (One)
 Name (Print)
 Street Address
 Guarantor's Signature
 Dated this day of 20.....

Guarantor (Two)
 Name (Print)
 Street Address
 Guarantor's Signature
 Dated this day of 20.....

WITNESS TO COMPLETE

In the presence of
 Name (Print)
 Signature
 Street Address

 Occupation

WITNESS TO COMPLETE

In the presence of
 Name (Print)
 Signature
 Street Address

 Occupation

TERMS OF TRADE CREDIT

1 Definitions

In these Terms:

"Account" means the trade credit account established in the name of the Customer by Stevenson.

"Application" means the Application for Trade Credit Account attached to these Terms.

"Credit Limit" means the dollar amount of credit to be made available to the Customer by Stevenson under the Account.

"Credit Term" means the term determined by Stevenson over which the Account will remain open.

"Customer" means the Customer named in the Application and where the Customer comprises two or more persons, means those persons jointly and severally.

"Stevenson" means those companies comprising the Stevenson group of companies including W Stevenson & Sons Limited, Stevenson Precast Systems Limited, Stevenson Engineering Limited, Stevenson Resources Limited, Stevenson Agriculture Limited, Stevenson Properties Limited, Stevenson Laboratory Limited together with any other subsidiary and/or related company of Stevenson Group Limited from time to time.

"Terms of Trade" means the Stevenson terms of trade available at www.stevenson.co.nz (as the same may be varied from time to time by Stevenson).

Terms not defined in these Terms of Trade Credit shall have the same meaning as those defined in the Terms of Trade.

2 Use of Accounts

2.1 Stevenson shall determine the Credit Limit and Credit Term for the Account and will notify the Customer of such. The Customer shall not at any time allow the balance of its Account to exceed the Credit Limit.

2.2 Supplies may be charged to the Account in person or by telephone. Where the Application states that order numbers are not required, Stevenson may require the person charging the Supplies to give their name.

2.3 The Customer shall be liable for all indebtedness arising from any use of the Account by any person who purports to be an employee, agent or representative of the Customer.

3 Payments

3.1 All Supplies charged to the Account and any interest due on the Account shall be paid in full no later than the 20th of the month following the date of the relevant invoice.

3.2 Stevenson shall be entitled to charge interest at 15 % per annum on all overdue amounts from the date payment was due until the date of actual payment.

3.3 All payments must be made by way of cash, cheque or bank transfer, free of any deductions, set off, counterclaim or condition of any kind. Payment of any amount due occurs only when cleared funds are deposited into Stevenson's bank account.

3.4 Payments received by Stevenson shall be applied firstly in payment of interest and any costs incurred in debt recovery and then in reduction of principal.

3.5 Payments received without remittance advice will be applied firstly to the oldest balance owing by the Customer.

3.6 Stevenson may withhold any credit due to the Customer and apply that credit against any amount owing under the Account.

3.7 If the Customer disputes any item charged to the Account, it must notify Stevenson immediately, and pay the undisputed portion of the Account balance by the due date for payment.

4 Default

4.1 If the Customer breaches any of these Terms or the Terms of Trade and fails to remedy that breach within 7 days after receiving notice to remedy from Stevenson, Stevenson may (without prejudicing its other rights or remedies) forthwith suspend or terminate the Account without notice to the Customer.

4.2 All amounts owing in respect of the Account shall become immediately due and payable to Stevenson without the need for notice if:

4.2.1 Stevenson suspends or terminates the Account in accordance with clause 4.1 above;

4.2.2 any information contained in the Application proves to have been false or misleading when made;

4.2.3 the Customer enters into a composition with its creditors, becomes insolvent within the meaning of the Insolvency Act 1967, or fails to satisfy the solvency test within the meaning of the Companies Act 1993, is declared bankrupt, goes into liquidation, or a receiver, or a receiver and manager, or statutory receiver is appointed in respect of it or if any event analogous in nature has occurred under the laws of any relevant jurisdiction; or

4.2.4 the Customer ceases, or threatens to cease, to carry on any material part of its business.

5 Account Closure

5.1 The Customer may close the Account at any time by giving written notice to that effect to Stevenson, and paying of any outstanding Account balance.

5.2 Stevenson may close the Account by giving notice to the Customer (specifying the date on which the Account will be closed). The Customer must pay any outstanding Account balance by the 20th of the month following the date of closure of the Account (unless the Customer is in default of these Terms or the Terms of Trade, in which case the outstanding Account balance is payable immediately).

6 Indemnity

6.1 The Customer shall indemnify Stevenson against all claims, penalties, costs, expenses, damages and liability, including legal fees, and debt recovery costs arising out of or connected with or resulting from a breach by the Customer of these Terms.

7 Variation of terms

7.1 Stevenson may, in its sole discretion, vary these Terms or the Terms of Trade from time to time.

8 Assignment

8.1 Stevenson may at any time assign or transfer any of its rights and obligations under these Terms (including the right to receive payment) to any other person.

8.2 The Customer may not assign or transfer any of its rights or obligations in respect of the Account.

8.3 A change of control in respect of the Customer shall be deemed to constitute an assignment for the purposes of paragraph (b) of this clause. A "change of control" means any direct or indirect change in control or management of the Customer, or a direct or indirect change in the legal or beneficial ownership of the Customer, or a change in the legal form of the Customer, whether by a single event or a series of related events.

9 Waiver

9.1 Stevenson's failure or delay to exercise or enforce any right it has under these Terms shall not operate as a waiver of Stevenson's right to exercise or enforce such right or any other right in the future.

10 Privacy Act

10.1 Stevenson may not be able to process this application unless all the information requested is provided.

10.2 The Customer authorises Stevenson to collect and/or provide information relating to the Customer to credit reference agencies, referees and other bodies as Stevenson considers necessary for the purposes of credit assessment and debt collection in relation to the Customer's Account and for marketing purposes.

10.3 Any personal information may be held by Stevenson for as long as the Customer continues as a customer of Stevenson or to owe on the Account.

10.4 The Customer has the right to access and correct any personal information held by Stevenson.

10.5 The Customer is obliged to update the Customer's contract details if such details change.