

CREDIT ACCOUNT APPLICATION AND AGREEMENT FOR INDIVIDUALS, SOLE TRADERS, PARTNERHIPS AND TRUSTS

ACCOUNT TYPE (delete not applicable)		Individual	Sole Trader	Partnership	Trust
APPLICANT(S) DETAILS: For Joint or Partnership accounts, details of all applicants must be provided. Use separate page if necessary.					
Full Name					
Residential Address					
Postal Address					
Date of Birth (please attach a form of ID)					
Contact Details		Private Phone No.		Mobile No.	
		Business Phone No.		Fax No.	
		Email Address:			
Employer					
Nature of Business (Main Activity)					
Anticipated Value Monthly Purchase		\$		Maximum Credit requested	\$
Order Number required for purchases		No	<input type="checkbox"/>	Yes	<input type="checkbox"/> If yes state format.
Contact Person for Payment of Account			Email Address		
Have proceedings for bankruptcy, insolvency or recovery of debt ever been brought against you?					
No		<input type="checkbox"/>	Yes		<input type="checkbox"/> If yes provide details:
.....					
.....					
Bankers		Solicitors		Accountant	

TRADE REFERENCES

Name	Location	Ph. No.	Fax No.	Av. Mth spend

Have you ever had an account application declined by a supplier? No Yes
 If yes please provide details eg. Supplier, date.

Please circle relevant descriptions for your business:

- | | | | | |
|-----------------|------------|----------------|-----------------|------------|
| Residential | Commercial | Infrastructure | Merchant | |
| Construction Co | Paviour | Blocklayer | Concrete Placer | Drainlayer |
| Landscaper | Builder | | | |
- Other (please specify).....

All fields must be completed before this application can be processed. Please also complete the attached Statement of Financial Position.

DECLARATION FORM

APPLICANT NAME: (“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.

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:

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, credit card (Visa or Mastercard) 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 in payment 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 they change.

Statement of Financial Position			
Assets	(\$)	Liabilities	(\$)
Home and section (exclude Trusts) <i>Details:</i>		Mortgage lender 1	
Other property (exclude Trusts) <i>Details:</i>		Mortgage lender 2	
Vehicles (include year of manufacture)		Hire purchase 1	
		Hire purchase 2	
Value of other assets: <i>for example investments, savings, chattels</i>		Credit cards	
		Instalment loans	
		Trade creditors	
		Overdraft	
		Other liabilities (please detail)	
		Total liabilities	\$
Total assets	\$	Surplus assets to liabilities	\$
Annual Income	(\$)	Annual Expenditure	(\$)
<i>You may find it assists to use the following as a guide to calculate your income and expenditure</i>			
Salary / Wages (<i>after tax</i>):		Living expenses (e.g. food, power)	
1) Principal earner		Board/ Rent / Mortgage(s)	
2) Secondary earner		Rates: (land, water)	
Other income		Insurance:	
		1) Home and contents, car	
		2) Income continuance	
		3) Life, medical	
Investments (please detail)		Others:	
		1) Hire purchase	
		2) Credit cards	
		3) Child maintenance	
		4)	
Total income	\$		
<i>less expenditure</i>			
Surplus to meet proposed credit	\$	Total expenditure	\$
Signature of applicant: 1)		Signature of applicant: 2)	
Full name of applicant: 1)		Full name of applicant: 2)	
Date:			