

R.D.5.,
Feilding,
New Zealand
Phone (06) 323-4516
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CREDIT APPLICATION

FULL NAME(S) _____

(called 'the customer')

HOME ADDRESS _____

(Registered office if company)

POSTAL ADDRESS _____

TELEPHONE: Home _____ Business _____

TRADING ADDRESS _____

TRADING NAME _____

Individual
Only

OCCUPATION _____ BIRTH DATE _____

EMPLOYER _____

EMPLOYER'S ADDRESS _____

Companies & Societys
Only

COMPANY OFFICE No _____ DATE OF INCORPORATION _____

PAID UP CAPITAL _____ REGISTERED OFFICE _____
NAMES AND ADDRESSES OF COMPANY/SOCIETY OFFICERS

NAME _____ BIRTH DATE _____

ADDRESS _____ DIRECTOR/SECRETARY/OTHER _____

NAME _____ BIRTH DATE _____

ADDRESS _____ DIRECTOR/SECRETARY/OTHER _____

CREDIT REFERENCES

(1) NAME, ADDRESS & PHONE No _____

(2) NAME, ADDRESS & PHONE No _____

(3) NAME, ADDRESS & PHONE No _____

MONTHLY CREDIT REQUIREMENTS

Up to \$500

\$500 to \$5,000

\$5,000 & over

ACCOUNTANT'S NAME & ADDRESS _____

SOLICITOR'S NAME & ADDRESS _____

BANK & BRANCH _____

By signing this Credit Application the customer acknowledges receipt of a copy of this application with the terms and conditions of sale set out on the reverse side.

CUSTOMER SIGNATURE(S) _____ DATED _____

PRINT NAME (In capitals) _____ POSITION (Company/Society only) _____

Companies & Societys
Only

PERSONAL GUARANTEE

In consideration of Aorangi establishing a credit account for the customer at the Guarantor's request the Guarantor guarantees payment of all monies owing on such credit account and the performance by the customer of the terms and conditions of the credit account and indemnifies Aorangi against any loss Aorangi might suffer should the credit account be lawfully disclaimed or abandoned by any liquidator, receiver or other person. The Guarantor covenants with Aorangi that no release delay or other indulgence given by Aorangi to the customer or any other thing whereby the Guarantor would have been released had the Guarantor been merely a surety shall release prejudice or affect the liability of the Guarantor as a Guarantor or as indemnifier, and as between the Guarantor and Aorangi the Guarantor shall for all purposes be treated as the customer and Aorangi shall be under no obligation to take proceedings against the customer before taking proceedings against the Guarantor, and should there be more than one Guarantor their liability under this Guarantee shall be joint and several, and the Guarantor has received a copy of this application, terms and conditions and guarantee.

Dated this _____ day of _____

Signature of Guarantor _____ Witness _____

Occupation _____ Occupation _____

Address _____ Address _____

Full Name(s) of Guarantor(s) _____

CREDIT ACCOUNT TERMS AND CONDITIONS

- 1 For the purpose of this credit account terms and conditions "Aorangi" means Aorangi Bulb Nurseries Limited" and their successors and assigns.
- 2 Payment shall be made without deduction on the 20th of the month following the date of delivery of the goods (or any of the goods). No payment shall be withheld, reduced or deferred on account of any counter-claim, set-off or otherwise.
- 3 If full payment is not made to Aorangi by the due date, the customer agrees to pay interest on any overdue amount at 1.5% per month. Interest is payable on a daily basis and is also payable after judgment.
- 4 The customer agrees to pay all expenses, legal costs (calculated as between Aorangi and its solicitor) and collection commissions incurred by Aorangi in taking any steps, including court action, to obtain payment of any overdue amount or recovery of goods.
- 5 Ownership and risk:
 - 5.1 The risk of any loss or damage of the goods shall pass to the customer upon delivery.
 - 5.2 The legal ownership of the goods delivered shall not pass to the customer until Aorangi has received payment in full.
 - 5.3 If payment is not made to Aorangi by the due date, or the customer commits an act of bankruptcy, or is placed in receivership, or goes into liquidation, then the customer irrevocably permits Aorangi (without prejudice to any other rights of Aorangi) by its servants or agents to enter the customer's premises or any other premises where the goods are and retrieve the goods without liability for such retrieval however it may be carried out and to resell the goods.
- 6 Claims:
 - 6.1 Any claim or request for credit for short delivery or faulty goods or goods lost or damaged in transit shall be made within 7 days of delivery and shall be accompanied by supporting information to enable Aorangi to investigate.
 - 6.2 The liability of Aorangi for short delivery or faulty goods or goods lost or damaged in transit shall be rectified at the option of Aorangi by (and shall be limited to):
 - 6.2.01 Refund of the price of the goods rejected or short delivered or lost or damaged in transit, or
 - 6.2.02 Replacement of the goods rejected or short delivered or lost or damaged in transit.
 - 6.3 Aorangi will not accept liability for:
 - 6.3.01 Loss or damage to goods caused by any factor beyond the control of Aorangi.
 - 6.3.02 Deterioration of goods as a result of exposure to the elements after delivery.
 - 6.3.03 Loss or damage to goods caused by failure to unpack the goods immediately after delivery.
 - 6.3.04 Loss or damage to goods caused by failure to store the goods properly after delivery.
- 7 At Aorangi's discretion goods may only be returned if their condition has not deteriorated and Aorangi believes that there is still a reasonable period of time in which the goods can be sold elsewhere at their full price. The customer shall pay for the cost of return. Where goods are so returned Aorangi will give a credit to the customer of 90% of their cost (excluding cost of delivery).
- 8 All the original rights, powers, exemptions and remedies of Aorangi shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof.
- 9 The customer authorises any credit references named to provide Aorangi with such information as they may require to verify the customers credit status.
- 10 These terms express the entire credit agreement between Aorangi and the customer, and the customer agrees that the customer has received a copy of this agreement.