



**CREDIT APPLICATION AND SECURITY AGREEMENT**

I/We, the person or organisation described below (called "the customer"), apply for credit from **NEWFLOR INDUSTRIES LIMITED** (called "the Supplier") on and agree to be bound by the conditions of sale contained herein.

<b>BOX A ORGANISATION</b>	
Organisation Name:	
Organisation Type: Corporation [ ]    Partnership [ ]    Other [ ]    Please Tick	
Registration No:	
Place of business : Street Address:	
Suburb:	City/Town:
Email Address:	
<b>PERSON ACTING ON BEHALF OF:</b>	
First Name:	
Middle Name(s):	
Last Name:	

<b>DIRECTORS / PARTNERS / OFFICERS OF ORGANISATION</b>	
First Name:	First Name:
Middle Name(s):	Middle Name(s):
Last Name:	Last Name:
Date of Birth :	Date of Birth:
Street Address:	Street Address:
Suburb:	Suburb:
City/Town:	City/Town

<b>BOX B INDIVIDUAL PERSON/SOLE TRADER</b>	
First Name:	
Middle Name:	
Last Name:	
Date of Birth:	Type of ID:
Telephone: ( )	Fax: ( )
Street Address:	
Suburb:	City/Town:
Email Address:	

<b>BOX C BUSINESS DETAILS</b>	
Business Name:	
Postal Address:	
Telephone :( )	Fax: ( )
Nature of Business:	
Date of Establishment:	
Registered Capital (if corporation):	
Approx. Working Capital:	
Accounts Contact Person:	
Monthly Credit Requested:	
Bankers:	
Accountants:	

Landlord:		
<b>TRADE REFERENCES</b> Include 2 major suppliers but <b>not</b> Power, Telephone or Credit Card companies		
1 Name:	Tel: ( )	fax :
2 Name:	Tel: ( )	fax :
3 Name:	Tel: ( )	fax :

**Privacy Authorisation**

I/We, the signatory/ies named below, as the customer, or on behalf of the customer and in my/our personal capacities, authorise:

[a] any person or company to provide the Supplier with such information as it may require in response to their credit enquiries; and

[b] the Supplier to search the PPSR in any of our names and collect from it personal information about any of us for the purposes of this Agreement and perfecting any security interest granted to the Supplier under it; and

[c] the Supplier to otherwise collect, store and use any personal information about any of us for the purpose of assessing this application and the subsequent operation of this agreement; and

[d] the Supplier to disclose to any person or organisation personal information about any of us, including any default under any contract with the Supplier, for the purpose of the Supplier collecting any overdue monies or otherwise enforcing any of its rights under any contract with the customer or any of us.

**Applicant (when a person)**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Applicant (when an organisation)**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Position/Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PERSONAL GUARANTEE**

**IN CONSIDERATION** of the Supplier at my request extending supply and credit to the customer, I, the Guarantor named below, unconditionally guarantee to the company due and punctual payment of all monies (including interest) which are or may become owing by the customer to the Supplier (such amounts incurred with or without my knowledge). I acknowledge and agree that:

1. If the customer does not pay any monies owing, I will pay to the Supplier the overdue amount on demand.
2. This guarantee is a continuing guarantee.
3. My obligation to the Supplier is as a principal debtor
3. My liability under the guarantee shall not be affected or discharged by the release, abandonment or waiver of any rights against the customer, or by the liquidation or bankruptcy of the customer, or by the giving of time or any indulgence by the Supplier to the customer or otherwise.
4. I will upon demand pay all the Supplier's expenses and legal costs (on a solicitor / agent / client basis) in the collection of all monies due and owing by me pursuant to this guarantee.

Guarantor: \_\_\_\_\_  
(Signature)

Guarantor Name: \_\_\_\_\_

Guarantor Address: \_\_\_\_\_

Date: \_\_\_\_\_

## **CONDITIONS OF SALE**

### **1. INTERPRETATION**

In these conditions "Agreement" means the enclosed credit application form and these conditions of sale; "customer" means the applicant named in the enclosed credit application form; "insolvency" includes bankruptcy, liquidation, receivership and administration; "products" means all present and after-acquired goods of the kind described in the Schedule supplied by the Supplier to the customer and any other goods that may be described in any invoice rendered by the Supplier to the customer, which invoices shall be deemed to be incorporated in and form part of these conditions; "PPSA" means the Personal Property Securities Act 1999; "Supplier" means **Newflor industries Limited** together with its servants, agents, assigns and successors; and, unless the context otherwise requires, words or phrases have the meanings given to them in the PPSA.

### **2. ACCEPTANCE**

2.1 The Supplier may, at its absolute discretion, accept or decline the application for credit and suspend or cancel any entitlement to credit without being in any way liable to the customer.

2.2 By signing the application form the customer agrees to be bound by these conditions of sale.

2.3 The Supplier may unilaterally change any of these conditions by giving the customer 14 days written notice. Any other variation shall only be effective if it is in writing and signed by both parties.

### **3. TERM**

3.1 This agreement continues until terminated by either party in accordance with its provisions.

### **4. PRICE**

4.1 The price payable for the products is as notified to the customer in writing by the Supplier from time to time or as specified in the Supplier's invoice to the customer.

4.2 Unless otherwise specified in the Supplier's invoice to the customer, the price excludes all freight and insurance costs for delivery of the products, and GST or any other applicable taxes, duties or levies imposed on the supply of the products

4.3 The Seller may increase the price by an amount equivalent to any increase in the cost of any products not held in stock by the Supplier, currency exchange rates, freight and insurance charges or governmental taxes, duties or levies arising after the price is fixed and before delivery of the products.

4.4 The customer acknowledges the Supplier may also from time to time vary its prices.

4.5 Any discounts on the price offered by the Supplier are conditional on payment being made by due date. If the customer fails to comply with that condition, payment of the full amount of the price shall be come immediately due and payable.

### **5. SUPPLY**

5.1 The Supplier agrees to supply the products in accordance with this agreement.

5.2 All orders are subject to availability of the products, acceptance by the Supplier and to the Supplier considering the credit status of the customer. If the Supplier considers the creditworthiness of the customer is unsatisfactory, it may reject or cancel any order without in any way being liable to the customer.

5.3 On acceptance of each order placed by the customer a separate contract arises which incorporates these conditions. If there is any conflict between these conditions and the terms of any such order, these conditions shall prevail, unless otherwise agreed in writing by the Supplier.

5.4 The Supplier will arrange for delivery of the products to the customer's premises specified in the credit application or any other address agreed by the Supplier as the agent of the customer.

5.5 Any time specified for delivery is an estimate only. The Supplier is not liable for any delay in delivery.

5.6 Products may be delivered in instalments in any quantities and each delivery shall constitute a separate contract independent from other deliveries and the products delivered shall be paid for accordingly. Failure to deliver any instalment shall not entitle the customer to cancel the contract for that instalment or the contract for all the products.

5.7 If the customer breaches this agreement, the Supplier may withhold delivery of all products until the breach is remedied to its satisfaction.

5.8 The Supplier warrants that the products supplied will correspond to sample or description, as the case may be, and will be of merchantable quality. The Supplier gives no other warranty, express or implied.

5.9 The Supplier will be relieved of all liability in respect of any claims relating to the quantity, quality or condition of the products if they are not noted on the carrier's consignment note and made within 5 days of delivery to the customer or before the products are cut, altered or installed. To the extent permitted by law, the Supplier limits its liability in respect of any such claim to the replacement or the replacement cost of the relevant products.

### **6. PAYMENT**

6.1 All payments by the customer to the Supplier shall be made when due and without deduction or deferment of any amount on account of any claim, set-off or counterclaim. The Supplier may apply any payments it receives from the customer in and towards the satisfaction of any indebtedness of the customer.

6.2 Where the application for credit is accepted, all payments are due by the 20th day of the month following delivery of the products, unless otherwise agreed in writing by the Supplier.

6.3 Where the application for credit is declined or the customer is no longer entitled to credit, all payments

are due on delivery of the products.

6.4 If any payment is overdue under this agreement, the Supplier may cancel the customer's entitlement to credit and demand payment of all sums owing as a debt immediately due and payable, or suspend that credit entitlement, and/or withhold delivery of any products, until the customer has paid or discharged all sums owing to its satisfaction.

6.5 If any payment is overdue under this agreement, the customer will be liable to pay, in addition to the unpaid amount, simple interest on the unpaid amount at the rate of 1.5% per month calculated on a daily basis from the due date until payment in full is received and all costs and expenses on a solicitor/agent/client basis incurred by the Supplier in attempting to collect or enforce payment.

#### **7. BUSINESS PURPOSES**

7.1 The customer acknowledges that all products purchased under this agreement are for the purposes of a business, as defined in the Consumer Guarantees Act 1993 and that such Act does not apply to this Agreement, to the extent permitted by that Act.

#### **8. RISK AND TITLE**

8.1 Legal title in all products supplied pursuant to this agreement will remain with the Supplier until the price and all other moneys owing by the customer to the Supplier on any account has been paid in full. This provision is inserted solely for the benefit of the Supplier and does not entitle the customer to return or require the return of any products which have not been paid for.

8.2 Risk of loss or damage or deterioration of any such products shall pass to the customer on delivery.

#### **9. DEALING WITH PRODUCT**

9.1 The Customer shall permit the Supplier to inspect the products and any records, inventories and accounts of the sale of the products at any time and from time to time.

9.2 The customer will not use or sell or part with possession of the products other than in the ordinary course of their business.

#### **10. TERMINATION**

10.1 The customer may terminate this agreement on 14 days written notice to the Supplier. For the avoidance of doubt this termination right is in substitution for any right of cancellation under the Contractual Remedies Act 1979.

10.2 If the customer breaches this agreement or upon the insolvency of the customer, the Supplier may terminate this agreement without notice. In any other case, the Supplier may terminate this agreement on 14 days written notice to the customer.

10.3 The termination of this agreement shall automatically terminate any other contract or contracts which incorporate these conditions.

#### **11. REMEDIES**

11.1 If the customer breaches this agreement or upon the insolvency of the customer, or if the products are at risk, the Supplier may, without prejudice to its other rights and remedies: (a) take possession of and sell the products or any of them and for that purpose the customer grants the Supplier and its employees or agents the irrevocable right to enter the premises of the customer or (as the customer's agent) any other premises where they are stored without being in any way liable to the customer; or (b) appoint a receiver in respect of the products and any receiver so appointed may take possession of the products and sell them and otherwise exercise all rights and powers conferred on a receiver by law.

11.2 The customer shall indemnify the Supplier upon demand for all claims by any third party for any losses resulting from the Supplier or receiver effecting repossession.

#### **12. LIABILITY**

12.1 Unless otherwise stated in this agreement, the Supplier will not be liable to the customer in contract or in tort for any direct, indirect, special or consequential loss or damage arising out of the conditions of this agreement or the performance or non-performance by the Supplier of any obligation under this agreement.

12.2 If any such liability arises, then, to the extent permitted by law, the Supplier limits its liability to the replacement or the replacement cost of the relevant products.

#### **13. MISCELLANEOUS**

14.1 The agreement is personal to the customer and may not be assigned.

14.2 The Supplier may assign this agreement to any third party.

14.3 The customer will not change their name or address without first notifying the Supplier in writing of the proposed change at least seven days before it takes effect.

#### **Schedule**

Inventory of floor coverings, wall coverings and flooring materials.