

# CREDIT ACCOUNT APPLICATION

**To Be Completed By Applicants** - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.  
 This is a Credit Account Application Form under the Construction Contracts Act 2002. Please read clause 24 on the reverse.

<b>Client's Details:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Physical Address:				Postcode:
Billing Address:				Postcode:
Email Address:				
Phone No:		Fax No:		Mobile No:
<b>Personal Details:</b> <i>(please complete if you are an Individual)</i>				
D.O.B.:			Driver's Licence No:	
<b>Business Details:</b> <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>				
Company Number:			Date Incorp. <i>(current owners)</i> :	
Nature of Business:				
Paid Up Capital: \$		Estimated Monthly Purchases: \$		Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :				
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>				
(1) Full Name:			D.O.B.:	
Private Address:				Postcode:
Driver's Licence No:		Phone No:		Mobile No:
(2) Full Name:			D.O.B.:	
Private Address:				Postcode:
Driver's Licence No:		Phone No:		Mobile No:
<b>Account Terms:</b> <input type="checkbox"/> 20 Days <input type="checkbox"/> 7 Days <input type="checkbox"/> COD <input type="checkbox"/> Other:				
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO			Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO	
Accounts Email Address:				
Accounts Contact:				Phone No:
Bank and Branch:				Account No:
<b>Trade References:</b> <i>(please provide companies that are willing to do trade references)</i>				
Name:		Address:		Phone / Fax / Email:
1.				
2.				
3.				

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of B. Bullock (2009) Limited which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. **I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.**

**SIGNED (CLIENT):** \_\_\_\_\_ **SIGNED (CONTRACTOR):** \_\_\_\_\_

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

Position: \_\_\_\_\_ Position: \_\_\_\_\_

**WITNESS TO CLIENT'S SIGNATURE:**

Signed: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

# B. Bullock (2009) Limited– Terms & Conditions of Trade

1.1	<b>Definitions</b>	Works all risk for the Works shall immediately pass to the Client.	20.5	financing charge statement on the Personal Property Securities Register or releasing any Materials charged thereby;	Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable if:	
1.2		Notwithstanding the provisions of clause 7.1 if the Client specifically requests the Contractor to leave Materials outside the Contractor's premises for collection or to deliver the Materials to an unattended location, the Client shall be deemed to have accepted that the Contractor and it shall be the Client's responsibility to ensure the Materials are insured adequately or at all. In the event that such Materials are lost, damaged or destroyed then replacement of the Materials shall be at the Client's expense.	(c)	a financing charge statement in relation to the Materials and/or collateral (account) in favour of a third party without the prior written consent of the Contractor; and	(a) if any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;	
1.3		The Client must be on site to supervise the marking out of the fence line, placement of boundary pegs and during the installation of the fence. If the Client fails to comply with this clause, then the Contractor accepts no responsibility for installation decisions that need to be made by the Contractor in the Client's absence.	(d)	immediately advise the Contractor of any material change in its business practices of selling Materials which would result in a change in the nature of proceeds derived from such sales.	(b) if the Client has exceeded any applicable credit limit provided by the Contractor;	
1.4		The Client acknowledges that it is their responsibility to remove any existing fence (including existing footings), trees, vines and shrubs to allow the Contractor clear access along the proposed fence line prior to commencement of work by the Contractor unless otherwise agreed in writing between the Contractor and the Client. Under no circumstances will the Contractor handle removal of asbestos product.	(e)	the Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.	(c) if the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors;	
2.1	<b>Acceptance</b>	2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of any Works.	13.3	Unless otherwise agreed to in writing by the Contractor, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.	
2.2		2.2 These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Contractor.	13.4	The Client unconditionally ratifies any actions taken by the Contractor under clauses 13.1 to 13.5.	21.1	<b>Cancellation</b> Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the supply of Works to the Client. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.
3.1	<b>Electronic Transactions Act 2002</b>	3.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.	14.1	<b>Security and Charge</b> In consideration of the Contractor agreeing to supply the Works, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	21.2	The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Works at any time before or after the Works are commenced by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to the Contractor for Works already performed. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.
3.2		3.2 The Contractor reserves the right to change the Price:	14.2	The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.	21.3	In the event that the Client cancels the delivery of Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).
4.1	<b>Change in Control</b>	4.1 The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client's failure to comply with this clause.	14.3	The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Client's behalf.	21.4	Cancellation of orders for products made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
5.1	<b>Price and Payment</b>	5.1 At the Contractor's sole discretion, the Price shall be either:	15.1	<b>Client's Disclaimer</b> The Client hereby disclaims any right to rescind, or cancel any contract with the Contractor or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Contractor by the Contractor and the Client acknowledges that the Works are bought relying solely upon the Client's skill and judgment.	22.1	<b>Dispute Resolution</b> All disputes and differences between the Client and the Contractor touching and concerning this agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.
5.2		(a) as indicated on invoices provided by the Contractor to the Client in respect of Works performed or Materials supplied; or	16.1	<b>Defects in Materials</b> The Client shall inspect the Materials on delivery and shall within three (3) days of delivery (time being of the essence) notify the Contractor of any alleged defect, shortage in quantity, damage or failure to comply with description or quality. The Client shall afford the Contractor an opportunity to inspect the Materials within a reasonable time following delivery if the Client believes the Materials are defective in any way. If the Client shall fail to comply with these provisions the Materials shall be presumed to be free from any defect or damage. For defective Materials, which the Contractor has agreed in writing that the Client is entitled to reject, the Contractor's liability is limited to either (at the Contractor's discretion) replacing the Materials or repairing the Materials.	23.1	<b>Privacy Act 1993</b> The Client authorises the Contractor or the Contractor's agent to:
5.3		(b) the Contractor's Price at the date of delivery of the Works according to the Contractor's current price list; or	16.2	(i) failure on the part of the Client to follow any instructions or guidelines provided by the Contractor; or	(i)	access, collect, retain and use any information about the Client;
5.4		(c) the Contractor's quoted Price (subject to clause 5.2) which shall be binding upon the Contractor provided that the Client shall accept the Contractor's quotation in writing within thirty (30) days.	16.3	(ii) failure of the part of the Client to follow any instructions or guidelines provided by the Contractor; or	(ii)	(including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; and
5.5		(d) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested, or	16.4	(iii) any use of any Materials otherwise than for any application specified on a quote or order form; or	(iii)	for the purpose of marketing products and Works to the Client.
5.6		(e) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, inclement weather conditions, limitations to site accessibility, safety considerations, hard rock or other barriers below the surface, latent soil conditions, iron reinforcing rods in concrete, or hidden pipes and wiring underground, etc.) which are only discovered on commencement of the Works; or	16.5	(iv) the continued use of any Materials after any defect becomes apparent or would have become apparent to a reasonably prudent contractor user;	(iv)	disclose information about the Client, whether collected by the Contractor from the Client directly or obtained by the Contractor from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
5.7		(f) in the event of increases to the Contractor in the cost of labour or materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond the Contractor's control.	16.6	(v) fair wear and tear, an accident or act of God.	(v)	Where the Client is an individual the authorities under clause 23.1 are authorities or consents for the purposes of the Privacy Act 1993. The Client shall have the right to request the Contractor for a copy of the information about the Client retained by the Contractor and the right to request the Contractor to correct any incorrect information about the Client held by the Contractor.
5.8		No allowance is made for the Contractor's cost of retention. In the event that retentions are made, the Contractor reserves the right to treat all retentions as placing the Client's account into default.	16.7	(vi) the warranty shall cease and the Contractor shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Contractor's consent.	23.2	<b>Construction Contract Act 2002</b> The Client hereby expressly acknowledges that:
5.9		Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor, which may be:	16.8	(c) in respect of all claims the Contractor shall not be liable to compensate the Client for any delay in either replacing or repairing the workmanship or in properly assessing the Client's claim.	(a)	the Contractor has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client; and
5.10		(a) on completion of the Works; or	16.9	(d) For Materials not manufactured by the Contractor, the warranty shall be the current warranty provided by the manufacturer of the Materials. The Contractor shall not be bound by or responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Materials.	(b)	the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client; or
5.11		(b) the Contractor may submit a detailed payment claim at intervals not less than monthly for work performed up to the end of each month. The value of work so performed shall include the reasonable value of authorised variations and the value of materials delivered to the site but not installed.	17.1	<b>Warranties</b> Subject to the conditions of warranty set out in clause 17.2 the Contractor warrants that if any defect in any workmanship of the Contractor becomes apparent and is reported to the Contractor within six (6) months of the date of delivery of the Materials (time being of the essence) then the Contractor will either (at the Contractor's sole discretion) replace or remedy the workmanship.	(c)	a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or
5.12		(c) for certain approved Client's, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices.	17.2	The conditions applicable to the warranty given by clause 17.1 are:	(d)	the Client has not complied with an adjudicator's notice that the Client must pay an amount to the Contractor by a particular date; and
5.13		(d) the date specified on any invoice or other form as being the date for payment; or	17.3	(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:	(e)	the Contractor has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract;
5.14		(e) failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Client by the Contractor.	17.4	(i) failure on the part of the Client to properly maintain any Materials; or	(f)	if the Contractor suspends work, it:
5.15		Payment may be made, or by cash, cheque, bank cheque, electronic transfer, or by any other method as agreed to between the Client and the Contractor.	17.5	(ii) failure of the part of the Client to follow any instructions or guidelines provided by the Contractor; or	(i)	is not in breach of contract; and
5.16		The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because part of that invoice is in dispute.	17.6	(iii) any use of any Materials otherwise than for any application specified on a quote or order form; or	(ii)	is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and
5.17		Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Contractor an amount equal to any GST the Contractor is liable for in respect of the sale of the Materials. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	17.7	(iv) the continued use of any Materials after any defect becomes apparent or would have become apparent to a reasonably prudent contractor user;	(iii)	is entitled to an extension of time to complete the contract;
6.1	<b>Provision of the Works</b>	6.1 Subject to clause 6.2 it is the Contractor's responsibility to ensure that the Works start as soon as it is reasonably possible.	17.8	(v) fair wear and tear, an accident or act of God.	(iv)	keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.
6.2		The Works' commencement date will be put back and the completion date extended by whatever time is reasonable in the event that the Contractor claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Contractor's control, including but not limited to any failure by the Client to:	17.9	(c) in respect of all claims the Contractor shall not be liable to compensate the Client for any delay in either replacing or repairing the workmanship or in properly assessing the Client's claim.	(v)	exercises that right does not.
6.3		(a) make a selection; or	18.1	<b>Consumer Guarantees Act 1993</b> If the Client is acquiring Materials for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Materials by the Contractor to the Client.	(i)	affected by any other rights or remedies otherwise have been available to the Contractor under the Contract Remedies Act 1979; or
6.4		(b) have the site ready for the Works; or	18.2	<b>Intellectual Property</b> Where the Contractor has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in the Contractor, and shall only be used by the Client at the Contractor's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Contractor.	(ii)	enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of the Contractor suspending work under this provision.
6.5		(c) notify the Contractor that the site is ready.	18.3	Further to the above, the Contractor agrees that any instructions given to the Contractor will not cause the Contractor to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Contractor against any action taken by a third party against the Contractor in respect of any such infringement.	25.1	<b>General</b> The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
6.6		At the Contractor's sole discretion delivery is included in the Price. The Contractor may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	18.4	The Client agrees that the Contractor may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which the Contractor has created for the Client.	25.2	These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of Wanganui, New Zealand.
6.7		Any time specified by the Contractor for delivery of the Works is an estimate only and the Contractor will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Works to be supplied at the time and place as was arranged between both parties. In the event that the Contractor is unable to supply the Works as agreed solely due to any action or inaction of the Client, then the Contractor shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storage of the Materials.	18.5	<b>Default and Consequences of Default</b> Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Contractor's discretion, if such interest shall compound monthly at such a rate) after as well as before any judgment.	25.3	The Contractor shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor of these terms and conditions (alternatively the Contractor's liability shall be limited to damages which under no circumstances shall exceed the Price of the Works).
7.1	<b>Risk</b>	7.1 If the Contractor retains ownership of the Materials under clause 12, then:	18.6	If the Client owes the Contractor any money the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's collection agency costs, and bank dishonour fees).	25.4	Neither party shall assign or sub-contract all or any part of their rights and obligations under this agreement without the written consent of the other party.
7.2		(a) where the Contractor is supplying Materials only, all risk for the Materials shall immediately pass to the Client on delivery and the Client must insure the Materials on before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that either:	18.7	Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the supply of Works to the Client. The Contractor will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause.	25.5	The Client agrees that the Contractor may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Contractor to provide Works to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
7.3		(i) the Client or the Client's nominated carrier takes possession of the Materials at the Contractor's address; or	18.8	The Contractor warrants that if an interest in the Contractor's obligations given to the Contractor will not cause the Contractor to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Contractor against any action taken by a third party against the Contractor in respect of any such infringement.	25.6	Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.
7.4		(ii) the Materials are delivered by the Contractor or the Contractor's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address).	18.9	The Client agrees that the Contractor may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which the Contractor has created for the Client.	25.7	
7.5		(b) where the Contractor is to both supply and install Materials then the Contractor shall maintain a contract works insurance policy until the Works are completed. Upon completion of the	18.10	<b>Personal Property Securities Act 1999 ("PPSA")</b> Upon executing these terms and conditions in writing the Client acknowledges and agrees that:		
7.6		(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and	18.11	(a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register;		
7.7		(b) a security interest is taken in all Materials and/or collateral (account) – being a monetary obligation of the Client to the Contractor for Works – that have previously been supplied and that are to be supplied in the future by the Contractor to the Client.	18.12	(b) indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or		