



P 0800 UNILOG (864 564)
 P +64 9 236 8880
 F +64 9 236 8663
 E sales@unilog.co.nz
 W www.unilog.co.nz
 TTT Products Limited
 Bollard Rd, PO Box 99
 Tuakau 2342, New Zealand

APPLICATION FOR TRADING ACCOUNT

PLEASE NOTE: TRADING TERMS ARE NOT AVAILABLE UNTIL THIS APPLICATION HAS BEEN APPROVED BY OUR CREDIT CONTROLLER AND OUR ACCEPTANCE OF THIS APPLICATION IS SUBJECT TO PERIODICAL REVIEW AT OUR DISCRETION.

APPLICATION IS:

COMPANY LIMITED PARTNERSHIP PARTNERSHIP SOLE TRADER TRADING TRUST

REGISTERED OFFICE (NAME & ADDRESS): _____

TRADING NAME: _____

DATE & PLACE OF INCORPORATION: _____ COMPANY NO: _____ NZBN: _____

DATE OF BIRTH (FOR SOLE TRADERS): _____

ACCOUNTS CONTACT: _____ EMAIL: _____

ADDRESS - POSTAL: _____ POST CODE: _____

ADDRESS - DELIVERY: _____

TELEPHONE: _____ FACSIMILE: _____

EMAIL: _____ WEBSITE: _____

CREDIT REQUIRED MONTHLY: _____ AUTHORISED CAPITAL: _____

NATURE OF BUSINESS: _____

YEARS BUSINESS HAS BEEN OPERATING: _____

YEARS IN CURRENT OWNERSHIP: _____

BANK: _____ ACCOUNTANT: _____

TRADE REFERENCES:

1 _____ TELEPHONE: _____

2 _____ TELEPHONE: _____

3 _____ TELEPHONE: _____

DOCUMENTS TO BE ATTACHED TO THIS APPLICATION:

TRADING TRUST:

A schedule listing the Name, Address and Date of Birth of Each Trustee.

COMPANY:

A schedule listing the Name, Address and Number of Shares held by Each Shareholder of the company.

A schedule listing the Name and Address of Each Director of the company.

SOLE TRADER:

A copy of your Birth Certificate, Passport or Driver's License.

PARTNERSHIP:

A schedule listing the Name, Address, Partnership Share and Date of Birth of Each Partner.

TO: TTT PRODUCTS LIMITED

1 Application for Customer Account and Provision of Information

I, _____, the Applicant, or an authorised employee/principal/partner of the Applicant apply for a trading account on the basis of the above information and declare that to the best of my knowledge and belief the information contained in this Application is true and correct.

2 Standard Terms & Conditions of Sale

I confirm that all supplies made by you to the Applicant will be on your standard Terms and Conditions of Sale (a copy of which is attached) as may be amended by notice in writing from time to time. I confirm that I have read, understood and accepted those standard Terms and Conditions of Sale on behalf of the Applicant.

3 Collection of Information

I acknowledge that:

Personal information collected or held by you (whether contained in this Application or otherwise obtained) is provided and may be held, used and disclosed to enable you to process this or any other application the Applicant may make to you, to obtain credit reports, character references or credit statements, to enable you to administer any trade account the Applicant may hold with you, to enable you to notify any credit reporting or referencing agency of any application the Applicant may make to you or of any default by the Applicant in any obligation to you, to enable you to provide to the Applicant or have provided to the Applicant advice or information concerning Goods and Services you believe may be of interest to the Applicant and to enable you to communicate with the Applicant for any purpose.

The personal information provided in this Application is collected and will be held by you at the address specified at the bottom of this form.

If I fail to provide any information requested in this Application, you may be unable to process this Application.

The Applicant has the right under the Privacy Act 1993 to obtain access to and request correction of any personal information held by you concerning the Applicant.

I authorise you to obtain at any time from any person or entity (including the persons nominated in this Application) any information you may require to process and/or accept any application for trading account the Applicant may make to you (including, but not limited to, this Application) or to perform or complete any of the other purposes for which the Applicant has provided Personal Information to you. I authorise any such person to release to you any personal information that person holds concerning the Applicant.

SIGNED BY: _____

For and on behalf of the Applicant:

NAME (print): _____ **DATE:** _____

Personal Guarantee:

In consideration of you supplying Goods or Services to the Applicant on account, at my/our request, I/we personally guarantee jointly and severally payment upon demand of all moneys owed by the Applicant from time to time to you. I/we agree and acknowledge that as between you and ourselves I/we am/are liable as principal debtor/s and my/our liability will not be lost or removed by the giving of time or any other act that would release a person liable only as a surety.

SIGNED BY: _____ **(as Guarantor/s)**

NAME (print): _____

WITNESSED BY THE SELLERS REPRESENTATIVE: _____

DATE: _____

TERMS AND CONDITIONS OF SALE/SERVICE

We supply all Goods and Services to you subject to these terms and conditions:

1 Acceptance

1.1 By placing an order with us you accept these terms and conditions, despite anything stated to the contrary on your order, terms and conditions of purchase or similar document.

2 Price

2.1 All orders will be filled at prices current at the date of delivery of the Goods and/or provision of the Services or otherwise agreed by us in writing. Prices are subject to change without notice.

2.2 All prices are exclusive of GST or other taxes payable on Goods and/or Services supplied or on any amount payable under clause 8; freight costs; insurance charges and all other costs and charges, all of which you must pay unless we agree otherwise with you in writing.

3 Terms of Payment

3.1 Payment is due by the 20th of the month following the date of our invoice.

3.2 You must make payment of all amounts owing without set-off or deduction of any kind.

4 Delivery of Goods/Performance of Services

4.1 Dates given for delivery of Goods/performance of Services are stated in good faith but are not to be treated as a condition of our contract with you. If delivery of the Goods/performance of the Services is delayed for any reason at all, we will not be responsible or liable in any way to you or any other party for loss suffered due to that delay.

4.2 We may make delivery of Goods by instalments and may cancel delivery of the Goods or any instalments of the Goods without limiting our rights to recover all money you owe us for deliveries already made.

4.3 Where you do not take delivery of or uplift any Goods (being either Goods which we are supplying to your or Goods owned by you which we have performed Services on) by the delivery date specified or any later date we agree on, you must pay reasonable storage costs until you take delivery of the Goods. We will determine the costs of storage and may invoice you.

4.4 We will not accept any claim for discrepancy in orders of Goods supplied by us unless you make written claim to us within 48 hours of delivery.

4.5 Delivery by us to a carrier will be deemed to be delivery to you.

5 Warranties and Conditions

5.1 Where this Agreement would otherwise be subject to the Consumer Guarantees Act 1993 ("Act"), you agree that you are acquiring the Goods and/or Services for business purposes and that the Act does not apply to the supply of the Goods and/or Services to you.

5.2 Where you supply Goods to a customer and the supply of Goods would otherwise be subject to the Act, and the customer acquires or holds him or herself out as acquiring the Goods for business purposes as defined in the Act, then you warrant that you will obtain the written Agreement of the customer that the Act will not apply to the supply to him, her or it.

5.3 Where you supply Goods to a customer and the supply of the Goods is subject to the Act you will ensure the customer is notified at or before the time at which the Goods are supplied that we do not undertake that repair facilities and parts in respect of the Goods will be available beyond the duration of any written warranty supplied with the Goods.

5.4 With the exception of any express written warranty we give, no warranty or condition will be implied against us by any statute, at common law or otherwise and no representation, condition or warranty will bind us unless it is in writing and signed for us or on our behalf.

6 Ownership and Risk (Applicable where we are selling you Goods)

6.1 Risk in the Goods will pass to you on delivery into your custody or the custody of anyone acting on your behalf even though ownership in the Goods may not have passed to you. You must insure the Goods in our name and your name for our respective interests from the time of delivery until payment in full.

6.2 Ownership of the Goods shall not pass to you until all amounts due to us (whether in relation to the Goods, other Goods or Services or otherwise) have been paid in full in cleared funds. We hold a Security Interest in all Goods supplied to you for payment of those moneys.

6.3 Until all moneys due to us are paid you:

- a) shall not sell, charge or part with possession of the Goods otherwise than for its full value in the ordinary course of business;
- b) shall not alter, obliterate or deface the Goods (other than for the purpose of becoming an Accession or an Ingredient) and shall not alter, obliterate, deface, cover up or remove any identity mark indicating that the Goods are the property of TTT Products Limited;
- c) must store the Goods in such a manner that they are clearly identifiable as the property of TTT Products Limited and will keep separate records in respect of the Goods;
- d) will hold the proceeds of the Goods on trust for us, in a separate and identifiable account.

6.4 At our request, you will promptly make, do, execute and deliver (or cause to be made, done, executed and delivered) any documents, contracts, Agreements or deeds that we may require from time to time to give effect to this Agreement, including without limitation, doing all such things as we may require in order to ensure that the Security Interest created under this Agreement constitutes a perfected security interest over the Goods, including providing any information we request to enable it to complete a financing statement or financing change statement.

6.5 You shall permit any person authorised by us to enter upon the premises where the Goods are located to inspect their condition. If the Goods are located on premises that are leased, you will use all reasonable commercial efforts to obtain a written Agreement from each landlord of the premises on which the Goods are located, in which each landlord agrees that it will not distrain against the Goods for any arrears in rent or other moneys owing by you to the landlord, and consents that TTT Products Limited, or its duly authorised agents and employees, may enter onto the premises for the purposes of inspecting, repairing, maintaining or repossessing the Goods at any time.

6.6 You waive any right to receive a verification statement under the PPSA. Nothing in sections 114(1)(a), 117(1), 133 and 134 of the PPSA shall apply to this Agreement. Your rights as a debtor in sections 116, 119, 120(2), 121, 125-127 and 129 of the PPSA shall not apply to this Agreement.

7 Lien

7.1 We will have a first lien on all Goods which you have supplied to us for us to perform Services on, for all amounts you owe us under these terms and conditions.

8 Default

8.1 Where we consider you may be unable to meet your payment obligations to us, we may, without limiting or affecting our other rights and remedies, do all or any of the following:

- a) require you to stop selling or otherwise disposing of the Goods or mixed Goods;
- b) demand payment of all or part of any sums due;
- c) require security for your obligations before we make any further supplies to you;
- d) without notice, withhold deliveries of Goods ordered by you.

8.2 Where:

- a) you are in breach of any of these terms and conditions (including failure to make payment on due date); or
- b) you become insolvent or are adjudicated bankrupt or an application is made for your liquidation or a liquidator or a receiver is appointed in respect of your assets; or
- c) you no longer carry on business or threaten to stop carrying on business; or
- d) an arrangement is made or likely to be made with your creditors; or
- e) you are unable to pay your debts as they fall due,

then, without limiting or affecting our other rights and remedies, we may do all or any of the following:

- f) where you have failed to make payment on due date, require you to compensate us by making payment to us on demand of interest as liquidated damages on the amount due from the due date until the date of payment at a rate equal to two (2) percent above the current overdraft rate which we have with our principal trading bank (in addition to you remaining liable for the full amount outstanding);
- g) cancel this and any other contract of supply with you;
- h) recover and/or resell any of the Goods and/or mixed Goods and enter any premises where we believe the Goods and/or the mixed Goods are stored and you grant us an irrevocable right and authority to do so. We may take possession of or sell the Goods even if we do not have priority over other persons having a Security Interest in the Goods and sections 108, 109 and 120 of the PPSA do not apply to the extent that they are inconsistent with this clause;
- i) sell any of your Goods over which we have a lien under clause 7.1.

8.3 We may only recover and resell for our own account sufficient Goods and/or mixed Goods under clause 8.2(g) and/or sell for our own account sufficient Goods under clause 8.2(h), to satisfy all unpaid liabilities, the cost of recovery and resale and the costs referred to in clause 8.4. If we recover any excess, we will not be liable to you in damages but must account to you for the excess.

8.4 You will pay all costs and expenses (including costs on a solicitor/client basis and debt collectors costs) we incur in enforcing or attempting to enforce our rights under this clause or these terms and conditions. We may deduct any costs and expenses incurred from the proceeds of sale of any Goods or mixed Goods recovered from you.

9 Claims for Damaged/Defective Goods/Defective Services

9.1 We may, at our discretion, replace any damaged or defective Goods or make a reasonable allowance on the purchase of Goods and/or Services to replace the damaged or defective Goods or defective Services provided:

- a) you return the Goods within seven days of delivery at your cost, together with a copy of the invoice and a claim specifically identifying the damage or defect(s); and
- b) we have a reasonable opportunity to investigate the claim.

9.2 If you do not comply with the above requirements, you will be deemed to have accepted the Goods and we will not incur any liability whatsoever to you in relation to the Goods.

10 Credits for Returned Goods

10.1 We may, at our discretion, give credit for returned Goods which are delivered to us within seven (7) days at your cost in the same condition and packaging in which they were dispatched, with a copy of our invoice. Goods that are manufactured to order or procured specially for you may not be returned for credit.

11 Limitation of Liability

- 11.1 Without restricting the limitations of liability contained elsewhere in these terms and conditions, our liability in relation to the supply of the Goods and/or Services and the Goods and/or Services themselves is limited to the purchase price of the Goods and/or amount paid or payable for the Services in respect of which such liability arises. We have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage whatsoever and howsoever arising.
- 11.2 We are not responsible for any damage whatsoever caused either to any Goods supplied or as a result of the malfunction or failure in performance of any Goods or any Goods which we have performed Services on if:
- a) the Goods are adapted to a use for which they are not specifically intended; or
 - b) the Goods are improperly stored and transported; or
 - c) the Goods have been installed, removed, altered, repaired or otherwise worked on by unqualified trade persons or other persons or in an unprofessional manner.

12 Force Majeure

- 12.1 We will not be in breach of these terms and conditions because of any failure on our part directly or indirectly due to wars, strikes, lockouts, delays or defaults of manufacturers or suppliers, acts of God or any other cause (whether similar or dissimilar) beyond our reasonable control.

13 General

- 13.1 You indemnify us against any liability for any direct, indirect or consequential injury, loss or damage arising out of any act, default or omission of, or any representation made by, you or your servants or agents.
- 13.2 If any of these terms or conditions is held by a Court to be ineffective because of non-registration, illegality or any other reason, then that term or condition or part of it will be severed from all other terms and conditions without affecting the validity or enforceability of all other terms and conditions or part of them.
- 13.3 No waiver by us of any term or condition will constitute a waiver of any other of these terms and conditions.
- 13.4 We may vary these terms and conditions at any time by notice in writing to you. You may not vary these terms and conditions unless we agree in writing.

14 Interpretation

- 14.1 Where used in this Agreement the following terms have the following meanings:

"Goods" means timber, roundwood products, timber treatment products, machinery used for the treatment of timber.

"Services" means all work, labour or Services performed by TTT Products Limited for the Applicant or on the Applicants behalf.

"PPSA" means the Personal Property Securities Act 1999 as amended from time to time; and terms defined in the PPSA shall have the same meaning if used in this Agreement.

SCHEDULE

TRADING TRUST:

Please provide the Name, Address and Date of Birth of Each Trustee.

COMPANY:

Please provide the Name, Address and Number of Shares held by Each Shareholder of the company.
Please also provide the Name and Address of Each Director of the company.

SOLE TRADER:

Please attach a copy of your Birth Certificate, Passport or Driver's License.

PARTNERSHIP:

Please provide the Name, Address, Partnership Share and Date of Birth of Each Partner.
