

# MANUKAU QUARRIES LP - APPLICATION FOR CREDIT ACCOUNT

Please print clearly in the boxes provided and sign where relevant.  
In order to avoid possible delays in the processing of your application, please refer to the checklist in Section 8 before submitting.  
Please allow 3-5 working days for the processing of your completed application.

EMAIL COMPLETED APPLICATION OR ANY QUESTIONS ABOUT THIS FORM TO [anu@nakhlegroup.co.nz](mailto:anu@nakhlegroup.co.nz)

## PLEASE TICK TO INDICATE IN WHAT CAPACITY YOU ARE APPLYING FOR CREDIT:

Individual / Sole Trader       Partnership       Limited Company       Other .....

SECTION 1: APPLICANT DETAILS (All Applicants to Complete)	
APPLICANT NAME (in full): .....	
TRADING AS (if different): .....	
POSTAL ADDRESS: .....	
.....	
STREET ADDRESS: .....	
.....	
PHONE: .....	FAX: .....
ACCOUNTS:	
Contact Name: .....	Email: .....
Direct Line: .....	Mobile: .....
HOW DO YOU WISH TO RECEIVE INVOICES?	<input type="checkbox"/> Email <input type="checkbox"/> By Mail
PURCHASING:	
Contact Name: .....	Email: .....
Direct Line: .....	Mobile: .....
PREVIOUS ADDRESS (if applicable):	
1. ....	
BANK AND BRANCH: .....	
ACCOUNT NUMBER: .....	
SOLICITOR: .....	
SOLICITOR'S ADDRESS: .....	
CREDIT LIMITED REQUESTED: .....	
WHAT IS THE MAIN ACTIVITY OF YOUR COMPANY: .....	

**SECTION 2: INDIVIDUAL / SOLE TRADER**

DATE OF BIRTH: ..... OCCUPATION: .....

INCOME:             Less than \$30,000             \$30,001 - \$40,000             Over \$40,000

OTHER ANNUAL INCOME RECEIVED FROM:

Spouse             Pension             Investments             Other

TOTAL OTHER ANNUAL INCOME: \$.....

DO YOU OWN YOUR OWN HOME?             Yes             No

IS IT MORTGAGED?             Yes             No

If yes, what is the amount of mortgage? \$.....

If the address of this home is different from that stated in Section 1, please provide: .....

.....

TYPE OF BUSINESS (if self employed): .....

USE OF GOODS:     Business use             Personal use

**SECTION 3: PARTNERSHIP**

**NAME AND ADDRESS OF PARTNERS** (If there is insufficient room, please attach a schedule):

DATE PARTNERSHIP COMMENCED: .....

TYPE OF BUSINESS OR PURPOSE OF PARTNERSHIP: .....

NAME: .....

ADDRESS: .....

.....

DATE OF BIRTH: ..... PHONE: .....

PERCENTAGE OF SHARE IN PARTNERSHIP: .....

NAME: .....

ADDRESS: .....

.....

DATE OF BIRTH: ..... PHONE: .....

PERCENTAGE OF SHARE IN PARTNERSHIP: .....

NAME: .....

ADDRESS: .....

.....

DATE OF BIRTH: ..... PHONE: .....

PERCENTAGE OF SHARE IN PARTNERSHIP: .....

PRESENT NET ASSET VALUE: \$.....

NET ANNUAL INCOME AFTER TAX (most recent annual accounts maximum 12 months old) : \$.....

**SECTION 4: COMPANY**

COMPANY NUMBER: ..... DATE OF REGISTRATION: .....

ADDRESS OF REGISTERED OFFICE: .....

.....

TYPE OF BUSINESS: .....

IS THIS A LIMITED LIABILITY COMPANY?  Yes  No

**NAME AND ADDRESS OF CURRENT DIRECTORS** (If there is insufficient room, please attach a schedule):

NAME: .....

ADDRESS: .....

.....

DATE OF BIRTH: ..... NO OF SHARES HELD: .....

IS THE DIRECTOR A SHAREHOLDER?  Yes  No

NAME: .....

ADDRESS: .....

.....

DATE OF BIRTH: ..... NO. OF SHARES HELD: .....

IS THE DIRECTOR A SHAREHOLDER?  Yes  No

NAME: .....

ADDRESS: .....

.....

DATE OF BIRTH: ..... NO OF SHARES HELD: .....

IS THE DIRECTOR A SHAREHOLDER?  Yes  No

WHAT IS THE PRESENT VALUE OF THE SHARHOLDERS' EQUITY? \$.....

NET ANNUAL INCOME AFTER TAX (most recent annual accounts maximum 12 months old) : \$.....

**SECTION 5: CREDIT REFERENCES (All Applicants to Complete)**

Please supply details of **three** businesses (excluding utility companies or credit card companies) with whom you operate or have operated a major trading account.

SUPPLIER: .....  
CONTACT: ..... PHONE: .....  
AVERAGE SPEND / MONTH: ..... ACCOUNT NUMBER: .....

SUPPLIER: .....  
CONTACT: ..... PHONE: .....  
AVERAGE SPEND / MONTH: ..... ACCOUNT NUMBER: .....

SUPPLIER: .....  
CONTACT: ..... PHONE: .....  
AVERAGE SPEND / MONTH: ..... ACCOUNT NUMBER: .....

HAVE YOU PREVIOUSLY OPERATED A TRADING ACCOUNT WITH MANUKAU QUARRIES LP?  Yes  No

IF YES, PLEASE COMPLETE THE FOLLOWING:

ACCOUNT NAME: .....  
DATE ACCOUNT LAST USED (if known): .....

HAVE PROCEEDINGS FOR THE RECOVERY OF DEBT, BANKRUPTCY OR INSOLVENCY EVER BEEN BROUGHT AGAINST YOU, THE COMPANY, OWNERS, PARTNERS OR DIRECTORS?  Yes  No

IF YES, PLEASE PROVIDE DETAILS: .....  
.....  
.....  
.....

**SECTION 6: CUSTOMER ACCEPTANCE (All Applicants to Complete)**

I/WE:

- (a) confirm that the information provided in connection with this credit account application is in all respects true, complete and up to date and I/we will immediately inform Manukau Quarries LP in writing if at any time this is not the case.
- (b) have read and agree to be bound by all the terms and conditions contained herein, including the attached Conditions of Supply (as varied by Manukau Quarries LP in its sole discretion from time to time) (**Terms**);
- (c) confirm that no information has been withheld of which Manukau Quarries LP should be aware in considering this application for credit
- (d) authorise Manukau Quarries LP to collect from me/us or any third parties (including, without limitation, credit reporters and other credit providers), hold and use, and “personal information” (as that term is defined in the Privacy Act 1993) including without limitation the information in this form and any other information collected in the course of dealings with Manukau Quarries LP, and for a reasonable period thereafter, in relation to my/our identity, credit history and credit worthiness for the following purposes:
  - i. making a credit decision in relation to the applicant set out in section 1 (**Applicant**)
  - ii. in relation to any default by the Applicant under its credit agreement with Manukau Quarries LP, or any other related purposes
  - iii. in relation to the enforcement or attempted enforcement of the Terms;
  - iv. distribution of the Applicant of promotional material and information about goods and services supplied by Manukau Quarries LP
  - v. generally for the purposes of doing business with the Applicant (**Credit Purposes**).
- (e) authorise Manukau Quarries LP to hold such information for such periods as Manukau Quarries LP provides credit to the Applicant (**Credit Period**)
- (f) authorise each third party referred to above to disclose the information referred to above (**Information**) to Manukau Quarries LP and other third parties (including, without limitation, customers of credit reporting agencies) and agree that Manukau Quarries LP may produce this authority to any such third party as evidence of my/our consent:
- (g) authorise Manukau Quarries LP to disclose any Information during the Credit Period to cover credit providers, debt collectors, credit reporters or any other third parties in connection with Credit Purposes, including, without limitation:
  - i. for the purposes of confirming the Information and/or creating a credit profile for the Applicant; and
  - ii. for collating with any other information about me/us from other sources and/or to create a credit score in respect of the Applicant;
- (h) acknowledge that I/we have a right to review, and correct if necessary, all personal information regarding me/us held by Manukau Quarries LP; and
- (i) acknowledge that if not all the requested information is provided, the credit application may not be approved by Manukau Quarries LP; and
- (j) acknowledge that Manukau Quarries LP is the agency that is collecting and will hold the information (subject to the rights of third parties to receive and hold the Information) as set out above.

SIGNED BY THE APPLICANT(S) (where the applicant is a company or partnership, each partner and director must sign) – attach additional signing page if more than two:

SIGNED by	SIGNED by
.....	.....
NAME: .....	NAME: .....
POSITION: .....	POSITION: .....
WITNESS SIGNATURE: .....	WITNESS SIGNATURE: .....
FULL NAME: .....	FULL NAME: .....
OCCUPATION: .....	OCCUPATION: .....
ADDRESS: .....	ADDRESS: .....
DATE: .....	DATE: .....

**SECTION 7: CONTRA (All Applicants to Complete)**

I ..... (Full Name of authorising person), on behalf of .....  
(Company) confirm and agree to allow Manukau Quarries LP to contra our Debtor Account Number .....  
using the Creditor Account Number ..... to offset the debt.

Manukau Quarries LP undertakes to forward any remaining Creditor payment amounts to the Creditor by direct credit on the last working day of each month to the agreed Creditors bank account.

The Debtor will forward payments remaining outstanding to the Creditor by the 20<sup>th</sup> of the month following purchase.

SIGNATURE ..... DATE: .....

**SECTION 8: CREDIT APPLICATION CHECK LIST (All Applicants)**

**IMPORTANT: ALL APPLICANTS PLEASE CHECK THAT YOU HAVE COMPLETED ALL THE REQUIRED SECTIONS OF THIS FORM AS BELOW.**

**INDIVIDUAL / SOLE TRADER:** Sections 1, 2, 5, 6, 7, 9 and sign Conditions of Supply

**PARTNERSHIP:** Sections 1, 3, 5, 6, 7, 9 and sign Conditions of Supply

**COMPANY:** Completed sections 1, 4, 5, 6, 7, 9 and sign Conditions of Supply

**\*\* Please note that NO Credit Application will be considered without a fully completed Personal Guarantee and Indemnity (Section 9) \*\***

**Please return your completed application to:**

**Manukau Quarries LP  
420 Airfield Road  
RD2, Ardmore 2582**

**Email: [anu@nakhlegroup.co.nz](mailto:anu@nakhlegroup.co.nz)**

**SECTION 9: PERSONAL GUARANTEE AND INDEMNITY (All Applicants)**

Made on ..... day of ..... 20.....

TO: MANUKAU QUARRIES LIMITED PARTNERSHIP

RE: (Customer's Name) ..... of  
(Address) ..... (the **Customer**)

FROM: (Guarantor's Name) ..... of  
(Address) ..... (the **Guarantor**)

(Guarantor's Name – if more than one) ..... of  
(Address) ..... (the **Guarantor**)

In consideration of Manukau Quarries LP supplying to the Customer at the Guarantor's request, goods and/or services on credit, the Guarantor together with the Guarantor's successors and personal representatives **GUARANTEES** the due and punctual payment of all monies owing from time to time by the Customer to Manukau Quarries LP (**Money Owing**) and **AGREES** that:

- a) If for any reason, the Customer does not pay any Money Owing when due the Guarantor will pay to Manukau Quarries LP the overdue amount on demand;
- b) Further and separately, the Guarantor indemnifies Manukau Quarries LP on demand, against all claims made against Manukau Quarries LP and/or any costs or losses incurred by Manukau Quarries LP if, for any reason whatsoever, Manukau Quarries LP is unable to recover any Money Owing from either the Customer or the Guarantor even if those claims, costs or losses are avoided by law;
- c) The Guarantor indemnifies Manukau Quarries LP against all costs and expenses which are either incurred in or incidental to the enforcement of this deed (including legal fees on a full indemnity basis);
- d) Without in any way affecting the Customer's obligations to Manukau Quarries LP, the Guarantor's liability under this deed is to be construed as if the Guarantor is the sole principal debtor for the Money Owing. The Guarantor's liability is unconditional and irrevocable and will remain in force until the Money Owing has been paid in full. The Guarantor's liability will not be discharged or affected by anything whatsoever (including any act which would affect, limit or release one liable as surety only) which, but for this clause, might otherwise discharge or affect the Guarantor's obligations under this deed. This includes, but is not limited to, any guarantee being given by another person or company in relation to the Money Owing.
- e) This guarantee and indemnity shall be a continuing guarantee and indemnity and shall not be considered satisfied or discharged if the Customer's account at any time or times comes into nil or credit balance or on the winding up, liquidation, dissolution, death or bankruptcy or any disclaimer by any liquidator of the Customer and/or the Guarantor but shall continue in full force and effect.

**EXECUTED AND DELIVERED AS A DEED**

**SIGNED** by the Guarantor

Signature of Witness .....

Name of Witness .....

Occupation of Witness .....

Address of Witness .....

**SIGNED** by the Guarantor (if more than one)

Signature of Witness .....

Name of Witness .....

Occupation of Witness .....

Address of Witness .....

If the Guarantor is a company, this Guarantee must be signed by two directors of the company, or if the company has only one director, by that director, whose signature must be witnessed.



# MANUKAU QUARRIES LP CONDITIONS OF SUPPLY

## PAYMENT TERMS STRICTLY 20<sup>TH</sup> OF MONTH FOLLOWING SUPPLY

### 1. MASTER AGREEMENT

- 1.1. The parties agree that these conditions of supply will apply to all aggregate ("goods") supplied by Manukau Quarries LP to the customer in the future.
- 1.2. The customer acknowledges that the goods supplied to it by the company are inventory.
- 1.3. The company may amend these conditions of supply from time to time by notice in writing to the customer.

### 2. PRICES AND QUOTATIONS

- 2.1. Quotations are valid for thirty (30) days from the date of issue, during which time the customer's written acceptance must be received. If the customer's written acceptance is not received, the quotation shall be deemed null and void after thirty (30) days from date of issue.
- 2.2. Prices quoted are based on rates and charges applicable at the date of quotation unless otherwise specified. Manukau Quarries LP ("the Company") reserves the right to revise a quotation (accepted or otherwise) should any significant increases in rates and charges occur between the time that price is quoted and the time of delivery.
- 2.3. Prices quoted are ex-quarry unless otherwise specified.
- 2.4. The provision by the company of a quote shall in no way be construed as a readiness to extend credit.

### 3. DELIVERY

- 3.1. Where the company does not undertake delivery, risk in the goods passes to the customer at the time possession is given to the first carrier.
- 3.2. Where the company does undertake delivery:
  - 3.2.1. The company is not a common carrier and does not undertake the obligations or liabilities of a common carrier.
  - 3.2.2. The company shall use its best endeavors to ensure that any delivery day or date provided to the customer is adhered to provided that the company shall not be liable for failure to deliver on the estimated day or dates where such failure is due, or caused or contributed to by events or circumstances beyond the company's control.
  - 3.2.3. Where the company has agreed to leave a public road or street in order to effect delivery of goods then:
    - (a) When in the opinion of the company's representative there is not sufficient and suitable means of access to the delivery point it shall be the customer's responsibility to provide such sufficient and suitable means of access, and the customer shall be liable for and reimburse the company for all costs, damages and expenses incurred if the customer fails to provide such sufficient and suitable means of access.
    - (b) The final decision on entry onto any site will be at the option and discretion of the company's representative. Failure to deliver pursuant to this clause will not be deemed to be a break of contract by the company.
  - 3.2.4. The company shall not be liable for any damage to the goods or other property where such damage could not have been reasonably foreseen by the company's representative prior to such damage occurring.
  - 3.2.5. Hourly truck hire rates may (at the company's option) be charged for excessive waiting times and delays caused by the customer or his client.

### 4. PAYMENT

- 4.1. Unless the company expressly agrees to payment being made in accordance with clause 4.3, all sales shall be cash sales.
- 4.2. Under no circumstances shall the customer be entitled to make any form of retention from any monies due to the company.
- 4.3. Where the company agrees to a sale not being a cash sale in terms of clause 4.1 payment by the customer shall be made no later than the 20<sup>th</sup> day of the month following the month of purchase.
- 4.4. Where payment is not made in accordance with clauses 4.1 or 4.3 as the case may require the customer agrees to pay to the company as a result of non-payment.
  - 4.4.1. Interest at the rate of twenty percent (20%) per annum on all overdue amounts from the date of default (i.e. when payment becomes overdue) until payment in full on all monies overdue; and
  - 4.4.2. All expenses and legal fees and disbursements as changed to the company incurred by the company in relation to obtaining or seeking to obtain remedy of default in payment by the customer.
- 4.5. All payments by the customer shall be applied first in reduction of interest and costs due pursuant to clause 4.4, the balance (if any) then being in reduction of any amounts due under clause 4.3.

### 5. SECURITY

- 5.1. Risk in the goods supplied shall pass when the goods are delivered into the possession of the customer or into custody on the customer's behalf.
- 5.2. The customer grants a purchase money security interest to the company in the goods supplied to the customer by the company.
- 5.3. The customer also grants to the company a general security interest in all the present and after acquired goods for any indebtedness it has to the company.
- 5.4. The company may allocate payment of indebtedness for any debt to any installment of goods provided to the customer as it sees fit.

**SIGNED BY CUSTOMER** ..... **SIGNED BY GUARANTOR** .....