APPLICATION FORM FOR CREDIT ACCOUNT

PRECISION READY MIX LIMITED

This form must be completed and returned to Precision Ready Mix Limited (the **Company**) prior to the Company opening a trade account and/or providing credit to the Customer.

The Customer acknowledges receipt of the Company's Terms of Sale.

CUSTOMER DETAILS	
Company name:	
Trading as ***(if different to the above)***	
Physical Address:	
Postcode:	
Type of entity:	☐ Limited Company ☐ Sole Trader ☐ Partnership ☐ Trust ☐ Other *(please state)*
NZBN number:	
Incorporation date:	
Nature of Business:	
Years in Business:	
Phone Number:	
Contact Person for Orders:	
Contact Email for Accounts Payable:	
Accounts Phone Number:	
Approximate monthly spend	

DIRECTOR DETAILS (use separate sheet if needed)		
Name:	**Address:**	
Contact number:	**DOB:**	**Drivers Licence No:**

Precision Ready Mix Limited – 107c Hautapu Road, Cambridge – 07 222 3262 – admin@prmc.co.nz

PRECISION READYMIX

DIRECTOR DETAILS		
Name:	**Address:**	
Contact Number:	**DOB:**	**Drivers Licence No:**

TRADE REFERENCES	
Company 1:	
Contact Name:	
Telephone:	**Email:**
Company 2:	
Contact Name:	
Telephone:	**Email:**
Company 3:	
Contact Name:	
Telephone:	**Email:**

I/we hereby authorise Precision Ready Mix Ltd to obtain references from the above, as and when appropriate.

I/we certify that the information in this application is true and correct and not misleading in any respect. I/we have read and agreed to the TERMS OF SALE (overleaf or attached) set out by Precision Ready Mix Ltd, which include that all invoices are due to be paid on or before 20th of the following month of delivery.

I confirm I am authorised to make this application on behalf of the Customer and any other person named in this application, and that the Customer and any other person named in this application form authorise and consent to the collection, use and disclosure of their personal information by the Company. In accordance with the Privacy Act 2020, I confirm I have obtained the necessary approvals to authorise any person or company (including credit reporting agencies) to provide the Company with any information as you may require in response to a credit check.

Signed:	
Printed name:	
Position:	
Date:	

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Personal Guarantee

All Directors, Sole Traders, Trustees, Business Partners and any other Guarantors must complete, print and sign below in the presence of Independent Witnesses.

This deed is made on the date stated below, between Precision Ready Mix Limited (the **Company**) and the guarantors (**Guarantor**) set out **herein**. The Customer means the party recorded as the 'Customer' on the Credit Application Form. The Guarantor (and if more than one) jointly and severally agrees with the Company:

a) This Guarantee constitutes a continuing obligation to the Company for the whole debt which shall be contracted by the Customer with the Company in respect of Goods and/or Services supplied to the Customer;

b) To be answerable and responsible for, and to guarantee, the due payment by the Customer for all such Goods and/or Services the Company has provided to the Customer.

c) This Guarantee will not be affected by the death, mental incapacity, liquidation or bankruptcy of any of the Customer, Guarantor or the Company;

d) All payments and dividends received by the Company from the Customer, whether in liquidation or otherwise, shall be taken and applied by the Company as payments in gross and the Guarantor's rights to be subrogated to the Company shall not arise until the Company has received the full amount of all of its claims against the Customer. This Guarantee shall be a security to the Company for payment of any ultimate balance which may remain due to the Company in respect of Goods and/or Services to be supplied to the Customer;

e) This Guarantee shall not be affected by any changes in the constitution of the Customer or the Guarantor, and this Guarantee shall survive any amalgamation, merger, absorption or consolidation;

f) The Company shall be entitled to assign its rights under the Credit Application Form, and/or this Guarantee, without the prior consent or knowledge of the Guarantor. The Guarantee shall remain in full force and effect in relation to the indebtedness incurred by the Customer to the Company (including any assignee), both before and after the date of assignment;

g) The Company may at its absolute discretion at any time and without giving notice to the Guarantor or the Customer, refuse further credit or supply of Goods and/or Services to the Customer;

h) This Guarantee shall be enforceable against the Guarantors jointly and each severally despite that any negotiable or other securities shall at the time of proceedings being taken against the Guarantor be outstanding or in circulation;

i) Each Guarantor has read the terms of this Guarantee and has been advised to, and has had the opportunity to, take independent legal advice before agreeing to giving this Guarantee;

j) To give effect to this Guarantee each Guarantor confirm the Company shall be entitled to act as though the Guarantor is the principal debtor and each Guarantor waives any rights as surety which may be inconsistent with the terms of this Guarantee; and

k) As a separate severable and independent agreement, and for the consideration above, the Guarantor agrees with the Company that in the event all, or any part of, the Customer's liability to the Company is not recoverable from the Guarantor due to any legal limitation, incapacity, disability, or due to any failure of liability of the Customer for any reason whether or not known to the Company, the Guarantor will indemnify and keep the Company fully indemnified at all times against all damages or losses the Company may suffer by reason of such limitation, disability, incapacity or other failure of liability;

l) The reference to 'Guarantor' in this Guarantee includes any individual, or entity which is the Guarantor, and applies to each and every Guarantor herein.

Guarantor 1:	**Witness:**
Name:	**Name:**
Address:	**Address:**
Signature:	**Signature:**
Date:	**Date:**

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Guarantor 2:	Witness:
Name:	Name:
Address:	Address:
Signature:	Signature:
Date:	Date:

Guarantor 3:	Witness:
Name:	Name:
Address:	Address:
Signature:	Signature:
Date:	Date:

Guarantor 4:	Witness:
Name:	Name:
Address:	Address:
Signature:	Signature:
Date:	Date: