



LOVENS UNITED DEVELOPMENT LIMITED

1 Rakino Way, Mt Wellington
Postal Address: PO Box 132080 Sylvia Park
Mt Wellington 1644, Auckland, New Zealand
Phone 64-9 222 2758 Fax 64-9-259 9935

Website: www.loventools.com
Email: accounts@loventools.com

NEW ACCOUNT APPLICATION FORM

TYPE OF BUSINESS
(Please tick)

Public Company
Private Company
Partnership

Sole Trader
Incorporated Society

LEGAL NAME: **STATEMENT/INVOICE ADDRESS:**

Phone number & contact for accounts
Phone: Fax: Contact:
Email:

BUSINESS PRINCIPALS

(Directors, Shareholders, Partners): Full name, Residential Address, Office or Title:
Name:
Ph: Fax:()..... Contact:

TRADE CREDIT REFERENCES

Name:
Ph: Fax:().....
Contact:

Name:
Ph: Fax:().....
Contact:

CONDITIONS OF SALE

- ACCOUNT CUSTOMERS:** To qualify as LOVENS UNITED DEVELOPMENT LTD account customer must buy a minimum of \$500 per month.
- FREIGHT TERMS:** All prices are inclusive of GST, following Invoices.
- PAYMENT TERMS:** Monthly payment due by the 20th of the following month.
- DAMAGE, DEFECTS AND LOSS IN TRANSIT:** Any complaints of damage, short delivery, loss in transit or defects must be made to the company within 7 working days of delivery to the customer. The company shall have the right in its discretion to repair or replace the goods in respect of which any complaint as aforesaid is made and proven or to refund or credit the portion of the purchase price applicable thereto thereby fully discharging all legal liabilities but the company will use its best endeavours to enforce any guarantee or warranty given by the manufacturer of goods supplied and sold by the company.
- WARRANTY:** The Company shall not be liable for any direct or consequential loss or damage attributable to defects in the goods nor in respect of conditions or warranties whether expressed or implied by Statute or at common law or otherwise which has not been confirmed by the company in writing.
- OWNERSHIP:** Notwithstanding that risk in the goods shall pass when they are delivered to the customer, ownership is retained by the company until payment is made in full. If the goods are sold by the customer prior to payment therefore or if they shall become constituents of other goods then the proceeds of sale shall be the property of the company. The company shall be deemed to have leave to enter at will the property of the customer for the purpose of regaining possession should the customer default in payment.
- CREDITS:** No goods will be accepted for credit that are correctly supplied and invoiced if not returned freight paid within 7 days and delivery freight will be charged. Also a 10% restocking fee will be charged for any goods supplied correctly.
- FAULTY GOODS:** Will be replaced no charge freight paid. Please hold faulty goods pending our instruction to either hand to representative on next visit or return at our expense.
- GOODS FORWARDED IN ERROR:** Will be replaced no charge freight paid. Please again hold goods incorrectly sent pending our instruction to either hold for representative or return at our expense.
- DEBT RECOVERY:** The customer agrees to pay all legal and other incidental expenses incurred in respect of recovery of debt.

I/We hereby apply to open a trading account with LOVENS UNITED DEVELOPMENT LTD. I/We:

- A. have duly read and understood the terms and conditions,
- B. agree to the terms stated,
- C. certify that the above details are correct, and confirm that I am duly authorised to sign on its behalf,
- D. agree to pay all invoices by following the payment term, which is the 20th of the following month since invoice date.
- E. agree to purchase from Lovens United Development Ltd monthly not less than \$500 net,
- F. agree to the contact of credit references, legal accountants and solicitors if required

Signed: Title/Office:
Print Full Name: Director.....
Date:

OFFICE USE ONLY:

APPROVED DATE

PERSONAL GUARANTEE & INDEMNITY

If you have any concerns about this please seek legal advice

This Deed of Guarantee and indemnity is made BETWEEN: LOVENS UNITED DEVELOPMENT LIMITED ("the supplier") AND ("The Guarantor")

IN CONSIDERATION OF LOVENS UNITED DEVELOPMENT LIMITED agreeing to supply to hire any goods or services or any other advances to ("The customer")

I, the guarantor, hereby jointly and severally agree as follows:

Unconditionally an irrevocably GUARANTEE and INDEMNITY to the Supplier the due, proper and punctual payment of all moneys which are now owing or may time to time become owing, in the manner and at the time agreed between the Supplier and the Customer, for goods and services supplied or hired from "the Supplier" to the Customer". If no time is agreed then payment shall be on demand.

ACKNOWLEDGE that this guarantee an indemnity is continuing and irrevocable guarantee and indemnity for all debts contracted by the "Customer" with "Supplier" and shall remain in full force and effect even if the Customers' account with the "Supplier" is from time to time in credit.

FURTHER ACKNOWLEDGE that,

- (a) This Guarantee is a continuing guarantee and indemnity and will be irrevocable and shall remain in full force and effect until the "Supplier" grants a written release from joint or several liability to the Guarantor upon the whole of the moneys hereby secured and all obligations hereby secured having been paid, satisfied or performed under this Guarantee and
(b) This Guarantee and indemnity shall not affected or discharged by the receivership, liquidation, bankruptcy, statutory management or death of the "Customer" or the "Guarantor" and
(c) No granting of time, credit or extension of credit by the Supplier nor any waiver, indulgence or neglect to sue shall in any way abrogate, diminish or release the Guarantor from its obligation under this guarantee and indemnity and
(d) My obligation under this guarantee and indemnity shall be that of principal debtor and
(e) I acknowledge that this Guarantee is in addition to, and not in substitution for, any other security or rights which you may presently have or may subsequently acquire and this Guarantee may be enforced against each of us without having recourse to any such security or right and without making demand or taking proceedings against the "Customer" or the others and
(f) The Guarantor also hereby agrees, independently of the foregoing guarantee, to indemnify the "Supplier" against all loss, cost and other expenses (including solicitor/client costs) which the "Supplier" may suffer or incur as a result of any failure by the "Customer" to make due, proper and punctual payment of all or any moneys hereby secured whether or not the liability of the Customer is or has become void or unenforceable for any reason and whether or not the foregoing guarantee shall be void or unenforceable against the Guarantor for any reason.

I/We understand and accept responsibility to obtain any legal advice deemed necessary prior to signing this form.

The "Guarantor" is the person providing the guarantee that all obligation will be complied with:

Whom it is a company or should be a company director, general manager or financial controller.

Whose application is in the name of a Trust all trustees must complete the Guarantee.

The Guarantor consents to the applicants signing the suppliers terms and conditions and its existing Guarantee remaining in full force and effect unless replaced with any new form of Guarantee.

I authorize the Supplier to obtain at any time from any person or entity, including but not limited to any credit reporting agency or references given in any application, any information the Supplier may require to process and/or accept any application for credit I may make to Supplier (including, but not limited to the application) or to perform or complete any of the other purpose for which I have provided Personal information to the Seller. I authorize any such person to release to the Supplier any Personal information that person holds concerning me.

Guarantor's Name: _____

Residential Address _____

Date of Birth _____

DATED this _____ day of _____ year _____

SIGNED by _____ in the presence of _____

(Signature of person giving guarantee)

(Signature of Witness)

Full Name of Witness: _____

Residential Address of Witness: _____

Dated: _____