



## Credit Account Application form

Please tick which company or companies you wish to purchase from:

- Road Metals Co Ltd  
 Kiwi Concrete Ltd

**Applicant Name:** \_\_\_\_\_

Company Registration Number: \_\_\_\_\_

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

Statement/Invoice Address: \_\_\_\_\_

\_\_\_\_\_ Postcode: \_\_\_\_\_

Statement/Invoice Email Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

How much credit do you require (this is the maximum account balance at any one time) : \$ \_\_\_\_\_

Accounts Department Contact Name: \_\_\_\_\_

Landline Phone: (0 ) \_\_\_\_\_ Email: \_\_\_\_\_

Mobile: \_\_\_\_\_

Sales Contact Name: \_\_\_\_\_

Landline Phone: (0 ) \_\_\_\_\_ Email: \_\_\_\_\_

Mobile: \_\_\_\_\_

**Directors/Proprietors Names**

**Home Address:**

1. \_\_\_\_\_

2. \_\_\_\_\_

**Credit References:**

**Phone Number:**

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

### Acceptance of Terms and Conditions of Trade

I/We hereby apply to open a credit account with Road Metals Co Ltd & Kiwi Concrete Ltd. I/We have already read and fully understand Road Metals Co Ltd & Kiwi Concrete Ltd's Terms and Conditions of Trade (see over) and agree to abide by them.

Name of the person signing the application: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### Guarantee

In consideration of Road Metals & Kiwi Concrete's agreeing to supply \_\_\_\_\_ (the customer) with goods on credit, I/We hereby jointly and severally agree with Road Metals & Kiwi Concrete as follows:

To guarantee the due performance by the Customer of the terms and conditions attached hereto and the payment of any moneys advanced by way of credit to the Customer.

That this agreement shall be a continuing guarantee to Road Metals & Kiwi Concrete for all debts of the Customer with Road Metals & Kiwi Concrete, in respect of goods and services to be supplied to the Customer.

Dated \_\_\_\_\_ Guarantor(s) Signature \_\_\_\_\_

Guarantor(s) Names(s) \_\_\_\_\_ Position in Company \_\_\_\_\_



## TERMS AND CONDITIONS OF TRADE

### 1. DEFINITIONS

Unless the context otherwise requires, the following definitions shall apply to these terms of trade:

“Road Metals” means Road Metals Company Limited and any of its related companies that have supplied the goods or services and shall include the successors and assigns of those companies. “Kiwi Concrete” means Kiwi Concrete Limited and any of its related companies that have supplied the goods or services and shall include the successors and assigns of those companies.

“Customer” means the Customer(s) named in this application for credit account and shall include the Customer’s trustees and executors if an individual or its successors, assigns or administrators.

“PPSA” means that Personal Property Securities Act 1999, and associated regulations, as amended from time to time.

### 2. ACCEPTANCE OF TERMS AND CONDITIONS

Use of this account shall constitute acceptance of these Terms and Conditions of Supply notwithstanding that the application has not been completed and/or signed by or behalf of the Customer.

### 3. CHANGE IN CONTROL

The buyer shall give the seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the buyer and/or any other change in the Buyer’s details (including but not limited to, changes in the Buyer’s name, address contact phone or fax number/s, or business practice). The Buyer shall be liable for any loss incurred by the Seller as a result of the Buyer’s failure to comply with this clause.

### 4. PAYMENT

4.1 The Customer shall pay for the goods and services no later than the 20th of the month following the date of invoice or as may otherwise be required by Road Metals/Kiwi Concrete.

4.2 Road Metals/Kiwi Concrete may at any time in its sole discretion withdraw the provision of credit to the Customer.

### 5. DEFAULT

5.1 In the event of any default under Clause 4.1 (above) the full amount owing to Road Metals/Kiwi Concrete shall immediately become due and payable.

5.2 Road Metals/Kiwi Concrete may take immediate action if the Customer is in default under any agreement with Road Metals or commits an act of insolvency or bankruptcy, goes into liquidation or receivership, enters into a creditors composition or has its credit standing impaired in any way.

5.3 If the Customer fails to pay the amount due on or before the due date Road Metals or Kiwi Concrete (without prejudice to its other rights and remedies) shall be entitled to charge interest at the rate of 2% per month compounded monthly on the 20th of each month on the outstanding balance.

### 6. CREDIT INFORMATION

The Customer authorises Road Metals to enquire from any person, company or organisation for information Road Metals/Kiwi Concrete may require to furnish credit information. Under the Privacy Act 1993 the Customer has the right of access to and correction of their personal information held by Road Metals/Kiwi Concrete.

### 7. DELIVERY

7.1 Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from Road Metals/Kiwi Concrete’s premises or collected by the Customer or the Customer’s agent.

7.2 Road Metals/Kiwi Concrete may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by Road Metals/Kiwi Concrete (whether payment is due or not).

7.3 The Customer shall provide suitable access to the Customers work site in all weather conditions for Road Metals/Kiwi Concrete’s delivery vehicles. Any damage to footpaths, kerbs, drains and other property caused by any of Road Metals/Kiwi Concrete’s vehicles delivering beyond the kerb line shall be the Customer’s responsibility.

7.4 If Road Metals/Kiwi Concrete is unable to deliver the goods or perform a service because of any cause beyond its control (including any force/major event) it may suspend delivery or cancel the Customer’s order without incurring any liability for loss or damage suffered by the Customer.

7.5 Goods will only be accepted for return with the prior approval of Road Metals. Freight and all other costs associated with the return of goods will be at the Customer’s expense unless otherwise agreed in writing by Road Metals.

7.6 The Customer shall at its own cost ensure that all concrete products are discharged immediately upon arrival of the Kiwi Concrete delivery vehicle(s) at the site. Kiwi Concrete shall be entitled to charge waiting time for any delivery that exceeds 10 minutes per cubic metre of concrete to discharge concrete. It is hereby acknowledged that where delivery is carried out by an independent contractor, Kiwi Concrete has no responsibility for the actions of the independent contractor.

### 8. LIABILITY

Kiwi Concrete’s obligation in respect of products for which dispute of quality emerges, shall be limited to re supply of such products only and Kiwi Concrete shall not be responsible for the removal and disposal of any products (including concrete) or the preparation of the relevant part of the site for re-pouring of any concrete. No claim shall be accepted by Kiwi Concrete unless received in writing within 14 days after delivery.

### 9. RISK

Goods are at the sole risk of the Customer upon delivery in accordance with clause 7.1 whether received by the Customer or not, whether or not there is a delay in delivery and even though ownership of the goods may not have passed to the customer.

### 10. OWNERSHIP

Ownership of the goods shall not pass to the Customer until the Customer has paid for the goods in full and proceeds of sale of goods that have not been paid for shall belong to Road Metals/Kiwi Concrete.

### 11. ENFORCEMENT

11.1 The Customer irrevocably gives Road Metals and Kiwi Concrete and its agents the right to enter upon the Customer’s premises (including leased premises), without giving notice and without being in any way liable to the Customer, if Road Metals/Kiwi Concrete have cause to exercise any rights it has under section 109 of the PPSA.

11.2 The Customer indemnifies Road Metals and Kiwi Concrete for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis and all debt collection costs incurred.

11.3 The Customer waives its right to receive any financing statement or financing change statement from Road Metals under the PPSA.

11.4 On the enforcement of any security interest created by these terms of trade to which the PPSA applies, sections 114(1)(a), 133 and 134 of the PPSA shall not apply. The Customer waives any rights it may have under sections 116, 120(2), 121, 125, 129, 131 and 132 of the PPSA on enforcement of any such security interest.

### 12. VARIATIONS

Road Metals and Kiwi Concrete reserve the right to make and notify the Customer of amendments to these Terms and Conditions of Supply at any time.

### 13. GUARANTEE

The person(s) signing the credit application form do jointly and severally personally guarantee to pay all monies due to Road Metals/Kiwi Concrete. This guarantee is continuous and remains in effect at all times until all obligations of the Customer have been fully discharged.

### 14. TERMINATION

Road Metals and the Customer shall each have the right to terminate this credit facility on giving of three (3) working days notice in writing but no such termination shall release the customer from payment of any monies owed to Road Metals/Kiwi Concrete or clause 10 retention of ownership until payment.

### 15. CONSUMER GUARANTEES ACT DOES NOT APPLY

The Customer agrees and acknowledges that all supplies of goods and services from Road Metals/Kiwi Concrete are/will be acquired for the Customer’s business purposes and accordingly the provisions of the Consumer Guarantees Act 1993 will not apply as between the Customer and Road Metals/Kiwi Concrete.

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



## Credit Application Instructions

Thank you for your interest in becoming a customer of Road Metals Company Limited and/or Kiwi Concrete Limited.

In order to apply for a credit account with us, the following credit application must be completed. Please take note of our requirements below:

- All fields are to be completed
- Three credit references must be provided
- The Acceptance of Terms and Conditions of Trade must be signed
- The personal guarantee is required to be signed (by Partner, Company Director or Trustee)
- On the reverse of our form we must have this page initialled and dated to indicate the applicant has sighted our Terms and Conditions.

Ensuring that the entire application is complete will help us to provide you with a prompt and accurate service.

Please return to: Road Metals Group, PO Box 2341, Christchurch 8140 or email to [credit@francis.co.nz](mailto:credit@francis.co.nz)