



Credit Account Application form

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

☐ Road Metals Company Ltd ☐ Kiwi Concrete Ltd

Applicant's Full Legal Name: _____

Company Registration #: _____ Trading Name (if different from above): _____

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: _____

Phone: _____ Email: _____

Sales Contact Name: _____

Phone: _____ Email: _____

Is a Purchase Order Required for Supply of Goods (please tick): ☐ Yes ☐ No

Have you previously operated a trading account with Road Metals/Kiwi Concrete (please tick): ☐ Yes ☐ No

If yes, please state Account Name: _____

Have proceedings for the recovery of debt, bankruptcy or insolvency ever been brought against you, the company, shareholders, partners, or directors (please tick): ☐ Yes ☐ No

If Yes, please provide details: _____

Directors/Proprietors Names

Home Address:

1. _____

2. _____

Trade Credit References

Company Name

Contact email address

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 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, liabilities and obligations of the Customer with Road Metals & Kiwi Concrete, in respect of goods and services to be supplied to the Customer.

Guarantor(s) Signature _____ Date: _____

Guarantor(s) Names(s) _____ Position in Company _____

Please complete and return to: credit@roadmetals.co.nz or Road Metals Group, P O Box 2341 Christchurch 8140



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 applicant named in this application for a credit account and shall include the Customer’s trustees and executors if an individual or its successors, assignees, person acting on behalf of the applicant with the authority of the applicant or administrators.

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

“Goods” means any goods provided by and/or manufactured by Road Metals/Kiwi Concrete.

“Services” means any services provided by Road Metals/Kiwi Concrete.

2. ACCEPTANCE OF TERMS AND CONDITIONS

Use of this account or placement of an order for Goods or Services shall constitute acceptance of these Terms and Conditions of Trade notwithstanding that the application has not been completed and/or signed by or behalf of the Customer.

3. CHANGE IN CONTROL

The Customer shall give Road Metals/Kiwi Concrete not less than fourteen (14) days’ prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer’s details (including but not limited to, changes in the Customer’s name, address, contact phone number/s, or business practice).

Road Metals/Kiwi Concrete reserves the right to suspend, terminate or review the account upon change of control.

The Customer shall be liable for any loss incurred by the Road Metals/Kiwi Concrete as a result of the Customer’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.

4.3. Payments shall be made by direct debit to the supplied bank account, payments by credit card will incur any applicable surcharge.

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 immediately terminate the supply of Goods and Services and recover any costs or losses suffered as a result 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 any amount due to Road Metals/Kiwi Concrete 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. In addition, Road Metals/Kiwi Concrete shall be entitled to claim any costs it incurs in recovering any such debt (including solicitor – client costs).

6. CREDIT INFORMATION

The Customer authorises Road Metals/Kiwi Concrete to enquire from any person, company or organisation for information Road Metals/Kiwi Concrete may require to furnish credit information. Under the Privacy Act 2020 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. If Goods are to be delivered to the Customer, the Customer is to specify the place of delivery at the time of placing the order. The Customer shall be liable to pay all delivery and transportation charges.

7.2. Road Metals/Kiwi Concrete may stop future provision of Goods or Services 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 Customer’s work site or other specified place of delivery 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 majeure 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/Kiwi Concrete Road Metals and if the Customer has notified Road Metals/Kiwi Concrete of any such returns within 2 working days of delivery. 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/Kiwi Concrete.

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 will not be liable for delays or damages caused by independent contractors, except as required by law.

8. LIABILITY AND APPROVALS

8.1. Road Metals/Kiwi Concrete obligation in respect of products for which dispute of quality emerges or a breach by Road Metals/Kiwi Concrete of its obligations under these Terms and Conditions, shall be limited to the supply of such products only and Road Metals/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 Road Metals/Kiwi Concrete unless received in writing within 14 days after delivery. Road Metals/Kiwi Concrete shall not be liable for any indirect or consequential loss or loss of profit or any loss, costs or claims suffered by the Customer which are not a direct and reasonably foreseeable result of a breach by Road Metals/Kiwi Concrete of its obligations under these Terms and Conditions of Trade. Road Metals/Kiwi Concrete’s liability under these Terms and Conditions of Trade is limited to the cost of the relevant Goods or Services that are the subject of the claim. The Customer shall be under a duty to mitigate any loss, costs or damages it incurs.

8.2. Any claim pursuant to clause 8.1 must be sufficiently detailed to clearly identify what aspect of the Goods or Services is defective. Road Metals/Kiwi Concrete shall have a reasonable opportunity to rectify any defects to which any such valid claim relates and the Customer cannot engage anyone else to rectify the defects until a reasonable time has elapsed and the Customer has given Road Metals/Kiwi Concrete at least 10 working days’ notice of its intention to engage someone else. If the Customer engages someone else to rectify defects when it is not entitled to then without prejudice to Road Metals/Kiwi Concrete’s other rights and remedies Road Metals/Kiwi Concrete will be immediately discharged from any further obligation or liability in relation to the Goods and Services to the maximum extent permitted by law.

8.3. Road Metals/Kiwi Concrete is not responsible for securing building consents, inspections or any documentation required by third parties for any Goods or Services supplied.

9. CONCRETE MIXES

9.1. Unless notified otherwise, Kiwi Concrete standard design mixes are supplied in lieu of written specification.

9.2. Materials or additional water added by the Customer or their representative or any other party to the concrete will be at the Customer’s risk and Road Metals/Kiwi Concrete will not accept liability or responsibility for the resultant performance of the concrete.

9.3. The Customer warrants that it is familiar with good trade practice for concrete construction as set out in the New Zealand Standard NZS3109 and will comply with that Standard.

Signed: _____ Date: _____



- 9.4. Mixes including waterproofing products and other such additives are standard concrete mixes in all respects and have had waterproofing or other additive products added at the dose rate and dosing procedure as stipulated by the manufacturer of the additive product. Any warranty or guarantee given by the manufacturer of the additive product is between the additive manufacturer and the customer / builder / owner (as applicable), Road Metals/Kiwi Concrete gives no warranty or guarantee in relation to such additive products.
- 9.5. Early age care of the concrete is the responsibility of the Customer, and if the client is unsure, Kiwi Concrete strongly recommends the Customer takes advice on appropriate techniques for early age care in the Customer's specific circumstances.
- 10. AESTHETIC FINISH OF CONCRETE**
- 10.1. Concrete and concrete products are manufactured from natural materials and may produce varied shades and surface textures. Road Metals/Kiwi Concrete will not accept responsibility for variation in shades and surface textures caused by factors outside of its control.
- 10.2. Concrete cracking is common and to be expected to some extent. Cracking is caused by factors significantly out of Road Metals/Kiwi Concrete's control, and Road Metals/Kiwi Concrete will not be liable whatsoever for early aged or hardened concrete cracking or subsequent loss of function or amenity, unless it can be shown concrete compressive strength is less than levels set in NZS3104 and concrete strength is the sole cause for concrete cracking or breakdown of concrete element.
- 10.3. Efflorescence, both white and brown, is a naturally occurring phenomenon caused by moisture movement through concrete. Road Metals/Kiwi Concrete does not accept responsibility for efflorescence as it is outside of Road Metals/Kiwi Concrete's control.
- 11. 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.
- 12. 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.
- 13. ENFORCEMENT**
- 13.1. 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.
- 13.2. The Customer indemnifies Road Metals and Kiwi Concrete for any and all costs associated with the enforcement of these Terms and Conditions of Trade, including legal costs on a solicitor/client basis and all debt collection costs incurred.
- 13.3. The Customer waives its right to receive any financing statement or financing change statement from Road Metals under the PPSA.
- 13.4. On the enforcement of any security interest created by these Terms and Conditions 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, 117(1)(c), 119, 120(2), 121, 125, 126, 127, 129, 131, 132, 133 and 134 of the PPSA on enforcement of any such security interest.
- 14. VARIATIONS**
- Road Metals and Kiwi Concrete reserve the right to make and notify the Customer of amendments to these Terms and Conditions of Trade at any time. Upon notification, any such amendments shall become binding on the Customer.
- 15. 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 and liabilities of the Customer have been fully discharged.
- 16. TERMINATION**
- Road Metals/Kiwi Concrete 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 12 retention of ownership until payment. Road Metals/Kiwi Concrete may terminate immediately by notice if the Customer breaches any material provision of these terms or is subject to an insolvency event.
- 17. STATUTORY WARRANTIES DO 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. To the maximum extent permitted by law in business to business transactions, the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and any other guarantees, warranties or provisions that would otherwise be implied by statute or rule of law are expressly excluded.
- 18. SEVERABILITY**
- If any provision of these Terms and Conditions of Trade is, or becomes, unenforceable, illegal or invalid for any reason, these terms of trade will remain in full force apart from such provision which will be deemed deleted.

Credit Application Instructions

Thank you for your interest in becoming a client of Road Metals Company Limited and/or Kiwi Concrete Limited. Please note we require up to 10 working days to verify references and process your application to open an account. If your application is accepted, we will advise you in writing and provide you with our bank account details for future payment of the account.

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

- All fields are to be completed.
- Three trade credit references must be provided; personal references are not accepted. Please ensure the trade companies you choose are willing to provide a reference. Banking institutions, Farmlands etc. do not offer references.
- 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).
- All pages of this document must have the pages 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: credit@roadmetals.co.nz or Road Metals Group, P O Box 2341 Christchurch 8140

Signed: _____ Date: _____