

K & L Distributors Limited – Credit Application

This application is for the purchase of all products & services provided by K & L Distributors Limited and/or its authorized agents

Step 1: Fill in all details required for section 1.

Step 2: Select either section 2a **OR** 2b for the type of ownership applicable to you, **but don't fill in both sections.**

If section 2b is filled in then section 3 is also required to be filled in. All to complete section 4.

Section 5 to be completed if you require fuel cards.

Step 3: Print, sign and post to K & L Distributors Limited, PO Box 10255, Te Rapa, Hamilton 3241 accounts@kandldistributors.co.nz

If you have any questions or queries please contact K & L Distributors Limited on (07) 849 2943

1. Account details	For all applicants		
Full legal name of limited liability company/partnership/sole trader/trust/incorporated society			
Legal Name:			
Trading as (if applicable)			
Postal address			
Suburb	Tick to have invoices emailed <input type="checkbox"/>	Town/City	
E-mail Address	GST Number	Postal Code	
Contact Name		Contact Position	
Phone	Fax	Cell Phone No	
Type of business	Years in business	Monthly credit limit requested	
Est litres/month Petrol	Est litres/month Diesel	Est litres/month Lubricants	
Bankers		Bank Account Number	
Accountant Firm		Accountant Name	

Delivery Address/es for Fuel or Goods	For all applicants	
1 st Address	Area	
2nd Address	Area	

2a. Sole Trader/Partnership details	For sole traders or partnerships only	
Details 1	Last name	First name (s)
Residential address		
Details 2	Last name	First name (s)
Residential address		

2b. Limited liability company/trust/incorporated society details	For directors, trustees and elected officials only		
Details 1	Last name	First name (s)	
Residential address			
Signature		Phone	Date of birth
Details 2	Last name	First name (s)	
Residential address			
Signature		Phone	Date of birth

IN CONSIDERATION of K & L Distributors Limited and its successors and assigns ("K & L") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

(“the Client”) [Insert Company Name In Box Provided]

I/WE (also referred to as the “Guarantor/s”) UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to K & L of all monies which are now owing to K & L by the Client and all further sums of money from time to time owing to K & L by the Client in respect of goods and services supplied or to be supplied by K & L to the Client or any other liability of the Client to K & L, and the due observance and performance by the Client of all its obligations contained or implied in any contract with K & L, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to K & L the Guarantor will immediately on demand pay the relevant amount to K & L. In consideration of K & L agreeing to supply the Goods to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 (“PPSA”) and unequivocally consents to K & L registering any interest so charged. The Guarantor irrevocably appoints K & L and each director of K & L as the Guarantor’s true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor’s behalf which K & L may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** K & L on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, K & L in connection with:
 - (a) the supply of goods and/or services to the Client; or
 - (b) the recovery of monies owing to K & L by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to K & L’s nominees costs of collection and legal costs; or
 - (c) monies paid by K & L with the Client’s consent in settlement of a dispute that arises or results from a dispute between, K & L, the Client, and a third party or any combination thereof, over the supply of goods and/or services by K & L to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read and understood K & L’s Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to K & L by the Client and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on K & L’s part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client’s obligations to K & L, each Guarantor shall be a principal debtor and liable to K & L accordingly.
6. If any payment received or recovered by K & L is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and K & L shall each be restored to the position in which they would have been had no such payment been made.
7. The term “Guarantor” whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to K & L.**
9. I/we irrevocably authorise K & L to obtain from any person or company any information which K & L may require for credit reference purposes. I/We further irrevocably authorise K & L to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with K & L as a result of this Guarantee and Indemnity being actioned by K & L.
10. The above information is to be used by K & L for all purposes in connection with K & L considering this Guarantee and Indemnity and the subsequent enforcement of the same.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this day of 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this day of 20____

Note: 1. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

K & L Distributors Limited – Terms & Conditions of Trade

1. **Definitions**
- 1.1 "K & L" means K & L Distributors Limited, its successors and assigns or any person acting on behalf of and with the authority of K & L Distributors Limited.
- 1.2 "Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by K & L to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Goods as agreed between K & L and the Client in accordance with clause 4 below.
2. **Acceptance**
- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts Delivery.
- 2.2 These terms and conditions may only be amended with K & L's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and K & L.
3. **Change in Control**
- 3.1 The Client shall give K & L not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by K & L as a result of the Client's failure to comply with this clause.
4. **Price and Payment**
- 4.1 At K & L's sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by K & L to the Client; or
 - (b) K & L's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 K & L reserves the right to change the Price if a variation to K & L's quotation is requested.
- 4.3 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by K & L, which may be:
 - (a) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;
 - (b) the date specified on any invoice or other form as being the date for payment; or
 - (c) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by K & L.
- 4.4 Payment may be made by cheque, electronic/on-line banking, or by any other method as agreed to between the Client and K & L.
- 4.5 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to K & L an amount equal to any GST K & L must pay for any supply by K & L under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
5. **Delivery**
- 5.1 Delivery of the Goods ("Delivery") is taken to occur at the time that K & L (or K & L's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address.
- 5.2 At K & L's sole discretion, the cost of Delivery is included in the Price.
- 5.3 Any time or date given by K & L to the Client is an estimate only. The Client must still accept Delivery even if late and K & L will not be liable for any loss or damage incurred by the Client as a result of the Delivery being late.
6. **Risk**
- 6.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 6.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, K & L is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by K & L is sufficient evidence of K & L's rights to receive the insurance proceeds without the need for any person dealing with K & L to make further enquiries.
- 6.3 If the Client requests K & L to leave Goods outside K & L's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.
7. **Title**
- 7.1 K & L and the Client agree that ownership of the Goods shall not pass until:
 - (a) the Client has paid K & L all amounts owing to K & L; and
 - (b) the Client has met all of its other obligations to K & L.
- 7.2 Receipt by K & L of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 7.3 It is further agreed that:
 - (a) until ownership of the Goods passes to the Client in accordance with clause 7.1 that the Client is only a bailee of the Goods and must return the Goods to K & L on request.
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for K & L and must pay to K & L the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for K & L and must pay or deliver the proceeds to K & L on demand.
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of K & L and must sell, dispose of or return the resulting product to K & L as it so directs.
 - (e) the Client irrevocably authorises K & L to enter any premises where K & L believes the Goods are kept and recover possession of the Goods.
 - (f) K & L may recover possession of any Goods in transit whether or not Delivery has occurred.
 - (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of K & L.
 - (h) K & L may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
8. **Personal Property Securities Act 1999 ("PPSA")**
- 8.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
 - (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Goods previously supplied by K & L to the Client (if any) and all Goods that will be supplied in the future by K & L to the Client.
- 8.2 The Client undertakes to:
 - (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which K & L may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, K & L for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
 - (c) not register a financing change statement or a change demand without the prior written consent of K & L; and
 - (d) immediately advise K & L of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 8.3 K & L and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 8.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 8.5 Unless otherwise agreed to in writing by K & L, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 8.6 The Client shall unconditionally ratify any actions taken by K & L under clauses 8.1 to 8.5.
9. **Client's Disclaimer**
- 9.1 The Client hereby disclaims any right to rescind, or cancel any contract with K & L or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by K & L and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.
10. **Defects**
- 10.1 The Client shall inspect the Goods on Delivery and shall within seven (7) days (time being of the essence) notify K & L of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford K & L an opportunity to inspect the Goods within a reasonable time following such notification if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which K & L has agreed in writing that the Client is entitled to reject, K & L's liability is limited to either (at K & L's discretion) replacing the Goods or repairing the Goods.
- 10.2 Goods will not be accepted for return other than in accordance with 10.1 above.
11. **Consumer Guarantees Act 1993**
- 11.1 If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by K & L to the Client.
12. **Default and Consequences of Default**
- 12.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at K & L's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 12.2 If the Client owes K & L any money the Client shall indemnify K & L from and against all costs and disbursements incurred by K & L in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, K & L's collection agency costs, and bank dishonour fees).
- 12.3 Without prejudice to any other remedies K & L may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions K & L may suspend or terminate the supply of Goods to the Client. K & L will not be liable to the Client for any loss or damage the Client suffers because K & L has exercised its rights under this clause.
- 12.4 Without prejudice to K & L's other remedies at law K & L shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to K & L shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to K & L becomes overdue, or in K & L's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
13. **Cancellation**
- 13.1 K & L may cancel any contract to which these terms and conditions apply or cancel Delivery at any time before the Goods are delivered by giving written notice to the Client. On giving such notice K & L shall repay to the Client any money paid by the Client for the Goods. K & L shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 13.2 In the event that the Client cancels Delivery the Client shall be liable for any and all loss incurred (whether direct or indirect) by K & L as a direct result of the cancellation (including, but not limited to, any loss of profits).
14. **Privacy Act 1993**
- 14.1 The Client authorises K & L or K & L's agent to:
 - (a) access, collect, retain and use any information about the Client;
 - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Client.
 - (b) disclose information about the Client, whether collected by K & L from the Client directly or obtained by K & L from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
- 14.2 Where the Client is an individual the authorities under clause 14.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 14.3 The Client shall have the right to request K & L for a copy of the information about the Client retained by K & L and the right to request K & L to correct any incorrect information about the Client held by K & L.
15. **General**
- 15.1 The failure by K & L to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect K & L's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Hamilton Court of New Zealand.
- 15.3 K & L shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by K & L of these terms and conditions (alternatively K & L's liability shall be limited to damages which under no circumstances shall exceed the Price).
- 15.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by K & L nor to withhold payment of any invoice because part of that invoice is in dispute.
- 15.5 K & L may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 15.6 The Client agrees that K & L may amend these terms and conditions at any time. If K & L makes a change to these terms and conditions, then that change will take effect from the date on which K & L notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for K & L to provide Goods to the Client.
- 15.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 15.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

4. Declaration **For all applicants**

1. I/We understand that K & L reserves the right to decline any application.
2. I/We certify that the above information and foregoing statements, including all details completed by us or our guarantor(s), are true and correct, and that I am/we are authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of K & L Distributors Limited which form part of, and are intended to be read in conjunction with this Credit Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares), I shall be personally liable for the performance of the obligations under this contract.***

Details 1	Last name	First name(s)
	Authorised signature	Date
Details 2	Last name	First name(s)
	Authorised signature	Date

5. Card details **For all Card applicants**

Please enter below a Vehicle Registration as mandatory, and a Driver Name if required only. This will appear embossed on the Card.

Driver Name	Registration Number	Vehicle	Product Restriction Type (Must choose one below)	Daily Limit	Monthly Limit

- Product Restrictions**
- All Products
 - Fuels Only
 - Fuels & DEF
 - Fuels & Oil
 - Fuels Oil & DEF
 - Fuels Oil & Wash
 - Fuels Oil Wash & DEF
 - Fuels Oil Wash & Srvc
 - Diesel & Oil
 - Diesel Oil & DEF
 - Diesel Oil & Wash
 - Diesel Oil Wash & DEF
 - Diesel Oil Wash Srvc & DEF
 - Petrol & Oil
 - Petrol Oil & Wash
 - Regular & Oil
 - Diesel Only
 - Fuels Oil & LPG
 - Fuels Oil DEF & LPG
 - Fuels Oil Wash & LPG

*Note: DEF = Diesel Exhaust Fluid (Adblue)

Direct Debit Authority

Name of my account to be debited (acceptor)				Initiator's Authorisation Code	
<input type="text"/>				<input type="text" value="0653713"/>	
Name of my bank:					
<input type="text"/>					
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	Approved	
Bank	Branch	Account	Suffix	nnnn	mm/yy

From the acceptor to *[insert name of acceptor's bank]* (my bank):

I authorise you to debit my account with the amounts of direct debits from K & L DISTRIBUTORS LTD with the authorisation code specified on this authority in accordance with this authority until further notice.

I agree that this authority is subject to:

- The bank's terms and conditions that relate to my account, and
- The specific terms and conditions listed below.

Please include the following information on my bank statement:

Authorised signature/s:	Date:
<input type="text"/>	<input type="text" value=" / /"/>

Specific conditions relating to notices and disputes

I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:

- I don't receive a written notice of the amount and date of each direct debit from the initiator, or
- I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

The initiator is required to give you a written notice of the amount and date of each direct debit no less than 10 calendar days before the date of the debit.

If the bank dishonours a direct debit but the initiator sends the direct debit again within 5 business days of the dishonour, the initiator is not required to give you a second notice of the amount and date of the direct debit.