

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Trading Name: <i>(if different from above)</i>				
Physical Address:				Postcode:
Billing Address:				Postcode:
Email Address:				
Phone No:		Fax No:		Mobile No:
Personal Details: <i>(please complete if you are an Individual)</i>				
D.O.B.:		Driver's Licence No:		
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>				
Company Number:		Date Incorp. <i>(current owners)</i> :		
Nature of Business:				GST No: <i>(if applicable)</i>
Paid Up Capital: \$		Estimated Monthly Purchases: \$		Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :				
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>				
(1) Full Name:			D.O.B.:	
Private Address:				Postcode:
Driver's Licence No:		Phone No:		Mobile No:
(2) Full Name:			D.O.B.:	
Private Address:				Postcode:
Driver's Licence No:		Phone No:		Mobile No:
Account Terms				
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Accounts Email Address:				
Accounts Contact:				Phone No:
Bank and Branch:				Account No:
Trade References: <i>(please provide companies that are willing to do trade references)</i>				
Name:		Address:		Phone / Fax / Email:
1.				
2.				
3.				

I certify that the above information is true and correct and that I am 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 Account 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.

SIGNED (CUSTOMER): _____ **SIGNED (K&L):** _____
 Name: _____ Name: _____
 Position: _____ Position: _____
 Date: _____ Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of K & L Distributors BOP 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 Customer") [Insert Company Name In Box Provided]

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

- GUARANTEE** the due and punctual payment to K&L of all monies which are now owing to K&L by the Customer and all further sums of money from time to time owing to K&L by the Customer in respect of goods and services supplied or to be supplied by K&L to the Customer or any other liability of the Customer to K&L, and the due observance and performance by the Customer of all its obligations contained or implied in any contract or agreement with K&L, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer 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 and/or services to the Customer, 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 this Guarantee and Indemnity (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. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. 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:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - register any other document required to be registered by the PPSA or any other law; or
 - correct a defect in a statement referred to in clause 1(a) or 1(b).
- 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:
 - the supply of goods and/or services to the Customer; or
 - the recovery of monies owing to K&L by the Customer 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
 - monies paid by K&L with the Customer's consent in settlement of a dispute that arises or results from a dispute between, K&L, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by K&L to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 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.**
- 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 all monies owing to K&L by the Customer and all obligations herein have been fully paid satisfied and performed.
- 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 Customer 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 Customer's obligations to K&L, each Guarantor shall be a principal debtor and liable to K&L accordingly.
- The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced or affected by:
 - any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services;
 - the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Customer;
 - any other act, omission or event which, but for this provision, might operate to discharge, impair or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, powers or remedies conferred by this Guarantee and Indemnity or by law.
- 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, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
- 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 Customer to K&L.**
- 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.
- 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.

For and on behalf of the Customer I/We confirm I/We have read, understood and accept the terms of this Guarantee and Indemnity and I/We agree to be bound by this Guarantee and Indemnity.

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:
- If the Customer is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.
 - If the Customer is a limited partnership, the Guarantor(s) must be the general partners
 - If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 - If the Customer 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 BOP Limited – Terms & Conditions of Trade

1. **Definitions**
- 1.1 **Contract** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.2 **“Cookies”** means small files which are stored on a user’s computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular Customer and/or website, and can be accessed either by the web server or the Customer’s computer. If the Customer does not wish to allow Cookies to operate in the background when using K&L’s website, then the Customer should enable/disable the Cookies first by selecting the option to enable/disable provided on the website, prior to making enquiries via the website.
- 1.3 **Customer** means the person(s), entities or any person acting on behalf of and with the authority of the Customer requesting K&L to provide the Services as specified in any proposal, quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.4 **“Goods”** means all Goods or Services supplied by K&L to the Customer at the Customer’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).
- 1.5 **“K&L”** means K&L Distributors Limited, its successors and assigns.
- 1.6 **“Price”** means the Price payable (plus any Goods and Services Tax (“GST”) without applicable for the Goods as agreed between K&L and the Customer in accordance with clause 6 below.
2. **Acceptance**
- 2.1 The parties acknowledge and agree that:
 - (a) they have read and understood the terms and conditions contained in this Contract; and
 - (b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended by the consent of both parties.
- 2.4 The Customer acknowledges and agrees:
 - (a) that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with K&L and it has been approved with a credit limit established for the account and;
 - (b) that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, K&L reserves the right to vary the Price with alternative Goods as per clause 6.2.
- 2.5 In the event of the credit limit exceeding the Customer’s credit limit and/or the account exceeds the payment terms, K&L reserves the right to refuse delivery.
- 2.6 Any advice, recommendation, information, assistance, or service provided by K&L in relation to Goods or Services supplied is given in good faith to the Customer, or the Customer’s agent and is based on K&L’s own knowledge and experience and shall be accepted without liability on the part of K&L. Where such advice or recommendations are not acted upon then K&L shall require the Customer or their agent to authorise commencement of the Services in writing. K&L shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.
- 2.7 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.
3. **Errors and Omissions**
- 3.1 The Customer acknowledges and accepts that K&L shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 - (a) resulting from an inadvertent mistake made by K&L in the formation and/or administration of this Contract; and/or
 - (b) contained in or from any literature (hard copy and/or electronic) supplied by K&L in respect of the Services.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of K&L, the Customer:
 - (a) shall not be entitled to treat this Contract as repudiated nor render it invalid; but
 - (b) shall not be responsible for any additional costs incurred by K&L arising from the error or omission.
4. **Change in Control**
- 4.1 The Customer shall give K&L 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 and contact phone or fax number(s), change of trustees or business practice). The Customer shall be liable for any costs incurred by K&L as a result of the Customer’s failure to comply with this clause.
5. **Online Ordering**
- 5.1 The Customer acknowledges and agrees that:
 - (a) K&L does not guarantee the website’s performance;
 - (b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by K&L;
 - (c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades;
 - (d) there are inherent hazards in electronic distribution, and as such K&L cannot warrant against delays or errors in transmitting data between the Customer and K&L including 12.3 orders, and you agree that to the maximum extent permitted by law, K&L will not be liable for any losses which the Customer suffers as a result of online-ordering not being available for delays or errors in transmission;
 - (e) when making a transaction through the website, the Customer’s information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technology as disclosed by K&L and/or displayed on the website. The Customer agrees to accept that the Customer’s information cannot be read by or altered by outside influences;
 - (f) if the Customer is not the cardholder for any credit card being used to pay for the Goods, K&L shall be entitled to reasonably assume that the Customer has received permission from the cardholder for use of the credit card for the transaction.
- 5.2 K&L reserves the right to remove the Customer’s order if it learns that you have provided false or misleading information, interfered with other users or the administration of K&L’s business, or violated these terms and conditions.
6. **Price and Payment**
- 6.1 At K&L’s sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by K&L to the Customer; or
 - (b) the Price as at the date of Delivery of the Goods according to K&L’s current price list; or
 - (c) K&L’s quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 6.2 K&L reserves the right to change the Price:
 - (a) if a variation to the Goods which is not supplied is requested; or
 - (b) if during the course of the Services, the Goods cease to be available from K&L’s third party suppliers, then K&L reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or
 - (c) in the event of increases to K&L in the cost of labour or materials (including but not limited to, overseas transactions that may increase as a consequence of variations in foreign currency rates or exchange and/or international freight and insurance charges) which are beyond K&L’s control.
- 6.3 Variations will be charged for on the basis of K&L’s quotation, and will be detailed in writing, and shown as variations on K&L’s invoice. The Customer shall be required to respond to any variation submitted by K&L within ten (10) working days. Failure to do so will entitle K&L to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 6.4 At K&L’s sole discretion a reasonable deposit may be required.
- 6.5 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date determined by K&L, which may be:
 - (a) on or before Delivery of the Goods;
 - (b) by way of instalments/progress payments in accordance with K&L’s payment schedule;
 - (c) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer’s address or address for notices;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by K&L.
- 6.6 Payment may be made by electronic-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and K&L.
- 6.7 K&L may in its discretion allocate any payment received from the Customer towards any invoice that K&L determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer K&L may re-allocate any payments previously received and allocated, the absence of any payment allocation by K&L payment will be deemed to be allocated in such manner as preserves the maximum value of K&L’s Purchase Money Security Interest (as defined in the PPSA) in the Goods.
- 6.8 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by K&L nor to withhold payment of any invoice because part of that invoice is in dispute.
- 6.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer 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 contract for the sale of the Goods. The Customer must pay GST without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer 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.
7. **Delivery of Goods**
- 7.1 Delivery (“Delivery”) of the Goods is taken to occur at the time that:
 - (a) the Customer or the Customer’s nominated carrier takes possession of the Goods at K&L’s address; or
 - (b) K&L (or K&L’s nominated carrier) delivers the Goods to the Customer’s nominated address even if the Customer is not present at the address.
- 7.2 The cost of Delivery is either included in the Price or is in addition to the Price as agreed between the parties.
- 7.3 K&L may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with these terms and conditions.
- 7.4 Any time specified by K&L for Delivery of the Goods is an estimate only and K&L will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time specified by K&L. K&L will not be liable for any loss or damage if K&L is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then K&L shall be entitled to charge a reasonable fee for redelivery and/or storage.
8. **Risk**
- 8.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.

- If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, K&L is entitled to receive full 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.
- If the Customer 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 Customer’s sole risk.
- Access**
- The Customer shall ensure that K&L has clear and free access to the work site at all times to enable them to deliver the Goods and undertake the Services. K&L shall not be liable for any loss or damage to the work site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of K&L.
- If it is the Customer’s responsibility to ensure that access is sufficient to accept the weight of laden trucks, or other heavy equipment as may be deemed necessary by K&L, the Customer agrees to indemnify K&L against all costs incurred by K&L in recovering such vehicles in the event they become bogged or otherwise immovable.
- Title**
- K&L and the Customer agree that ownership of the Goods shall not pass until:
 - (a) the Customer has paid K&L all amounts owing to K&L; and
 - (b) the Customer has met all of its other obligations to K&L.Receipt by K&L of any form of payment other than cash shall not be deemed to be payment until Goods which would result in the nature of proceeds derived from such sales. It is further agreed that until ownership of the Goods passes to the Customer in accordance with clause 10.1:
- (a) the Customer is only a bailee of the Goods and must return the Goods to K&L on request;
 - (b) K&L may recover possession of the Goods in transit whether or not Delivery has occurred; and must pay to K&L the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
 - (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer 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 Customer should not convert or process the Goods or intermix them with other goods, but if the Customer does so then the Customer holds the resulting product on trust for the K&L and must sell, dispose of or return the resulting product to K&L as if so directed;
 - (e) the Customer 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 the Goods in transit whether or not Delivery has occurred; otherwise give away any interest in the Goods while they remain the property of K&L; and
 - (g) K&L may commence proceedings to enforce the Price of the Goods sold notwithstanding the Customer’s Register.
- Personal Property Securities Act 1999 (“PPSA”)**
- Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
 - (a) these terms and conditions constitute a security agreement for the purposes of the PPSA;
 - (b) a security interest is taken in all Goods that have previously been supplied and that will be supplied in the future by K&L to the Customer, and the proceeds from such Goods as supplied by K&L to the Customer in invoices rendered from time to time.The Customer 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 charge 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 charge statement on the Personal Property Securities Register or releasing any Goods charged thereby;
 - (c) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods or the proceeds of such Goods in favour of a third party 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, whether or not the Goods are sold, or of any change in the nature of the business. Unless otherwise agreed to in writing by K&L, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.The Customer shall unconditionally ratify any actions taken by K&L under clauses 11.1 to 11.3, 11.4, 11.5, 11.6, 11.7, 11.8, 11.9, 11.10, 11.11, 11.12, 11.13, 11.14, 11.15, 11.16, 11.17, 11.18, 11.19, 11.20, 11.21, 11.22, 11.23, 11.24, 11.25, 11.26, 11.27, 11.28, 11.29, 11.30, 11.31, 11.32, 11.33, 11.34, 11.35, 11.36, 11.37, 11.38, 11.39, 11.40, 11.41, 11.42, 11.43, 11.44, 11.45, 11.46, 11.47, 11.48, 11.49, 11.50, 11.51, 11.52, 11.53, 11.54, 11.55, 11.56, 11.57, 11.58, 11.59, 11.60, 11.61, 11.62, 11.63, 11.64, 11.65, 11.66, 11.67, 11.68, 11.69, 11.70, 11.71, 11.72, 11.73, 11.74, 11.75, 11.76, 11.77, 11.78, 11.79, 11.80, 11.81, 11.82, 11.83, 11.84, 11.85, 11.86, 11.87, 11.88, 11.89, 11.90, 11.91, 11.92, 11.93, 11.94, 11.95, 11.96, 11.97, 11.98, 11.99, 12.00, 12.01, 12.02, 12.03, 12.04, 12.05, 12.06, 12.07, 12.08, 12.09, 12.10, 12.11, 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