

FORM INSTRUCTIONS

The Customer named below wishes to establish a Trade Account with Downer New Zealand Limited ("Downer") and is submitting the information and financial particulars set out below to enable Downer to consider that application. The Customer agrees that if Downer accepts the application and establishes a Trade Account, that account will be operated and all goods and services that Downer supplies to the Customer will be supplied on the Terms and Conditions of Sale attached, and the Customer acknowledges that this application shall become a security agreement upon acceptance of the Application.

SECTION 1 – CUSTOMERS DETAILS *All customers to complete.*

Name (*"the Customer"*):

Business Structure *Select all that apply.*

<input type="checkbox"/>	Sole Trader	<input type="checkbox"/>	Ltd Company	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Trust
<input type="checkbox"/>	Incorporated Society	<input type="checkbox"/>	Charitable Trust	<input type="checkbox"/>	Individual	<input type="checkbox"/>	Other <i>Specify:</i>

Trade References *Include phone numbers.*

Name:	Phone Number:
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a.

b.

c.

Next of Kin

Name:

Address:

Phone No:

Email:

Occupation:

Relationship to Customer:

SECTION 2 – SOLE TRADER/INDIVIDUAL *(to complete)*

Name:

Date of Birth:

Attached Document *Select One Option.*

<input type="checkbox"/>	Birth Certificate	<input type="checkbox"/>	Driver Licence	<input type="checkbox"/>	Passport
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Postal Address:

Delivery or Physical Address:

Phone No:

()

Mobile No:

()

Business No:

()

Fax:

Email Address:

GST Number:

Vehicle Rego:

Type of Business:

Bank:

Branch:

Estimated Annual Spend:

\$

SECTION 3 – LIMITED LIABILITY COMPANY <i>(to complete)</i>			
Company Name:		Trading Name <i>(if different from above):</i>	
Company No:		Certificate of Incorporation	<input type="checkbox"/> <i>attached, please tick</i>
Postal Address:		Delivery or Physical Address:	
Phone No:	()	Mobile No:	()
Business No:	()	Fax:	
Email Address:		GST Number:	
Bank:		Branch:	
Type of Business:		Estimated Annual Spend:	\$
Shareholder Details <i>Additional shareholder details may be attached to this form using the same format below</i>			
Name	Address	Phone Number	Shares Held
Director Details <i>Additional director details may be attached to this form using the same format below</i>			
Name	Address	Phone Number	Shares Held
SECTION 4 – PARTNERSHIP <i>(to complete)</i>			
Partnership Name:			
Postal Address:		Delivery or Physical Address:	
Phone No:	()	Mobile No:	()
Business No:	()	Fax:	
Email Address:		GST Number:	
Bank:		Branch:	
Type of Business:		Estimated Annual Spend:	\$

Partnership Details <i>Additional partnership details may be attached to this form using the same format below</i>				
Name	Address	D.O.B	Phone Number	Extent of Partnership Share
SECTION 5 – TRUST/CHARITABLE TRUST <i>(to complete)</i>				
Name:		Date of Trust Deed <i>(including any subsequent amendments):</i>		
Postal Address:		Delivery or Physical Address:		
Phone No:	()	Mobile No:	()	
Business No:	()	Fax:		
Email Address:		GST Number:		
Bank:		Branch:		
Type of Business:		Estimated Annual Spend:	\$	
Trustee Details <i>Additional trustee details may be attached to this form using the same format below</i>				
Name	Address	D.O.B	Phone Number	

SECTION 6 – APPLICATION FOR CREDIT AND PROVISION OF INFORMATION			
<p>1. I/We, _____ and _____ being a duly authorised employee/principal/partner of the Customer apply for a trade account on the basis of the above information and declare that the information contained in this application and any additional material provided to Downer is true and correct in all respects.</p>			
<p>2. Standard Terms & Conditions of Sale</p> <p>I/We confirm that any supplies made by Downer to the Customer shall be on Downer standard Terms and Conditions of Sale as may be amended by Downer by notice in writing from time to time and that I/we have read, understood and accepted those standard Terms and Conditions of Sale on behalf of the Customer.</p>			
<p>3. Personal Property Securities Act 1999</p> <p>I/We understand the effects of the terms and conditions is that the Customer will grant a security interest in the goods supplied and proceeds from such goods in respect of which Downer may register a financing statement. If the Customer has not made payment for the goods on time or otherwise failed to perform its obligations, Downer may repossess and sell those goods and any goods which have been made by using the goods supplied in order to fully or in part satisfy any outstanding liability.</p>			
<p>4. Supply for Business Purpose</p> <p>Where any supply would otherwise be subject to the provisions of the Consumer Guarantees Act 1993, and where such supply is a supply for business purposes, the Customer agrees and acknowledges that the goods will be supplied to the Customer for business purposes in terms of Sections 2 and 43 of the Consumer Guarantees Act 1993 and that the provisions of the Consumer Guarantees Act 1993 will not apply to any supply to the Customer.</p>			
<p>5. Collection of Information (Privacy Act)</p> <p>5.1. I/We acknowledge that:</p> <ol style="list-style-type: none"> Personal information collected or held by Downer or a duly authorised agent (whether contained in this application or otherwise obtained) is provided and may be held, used and disclosed to enable Downer or a duly authorised agent to process this or any other application for trading account I/we may make to Downer to administer any trade account I/we may hold with them, to enable Downer or a duly authorised agent to notify any credit reporting or referencing agency of any application I/we may make to Downer or of any default by me/us of any obligation to Downer, to enable Downer to provide to me/us or have provided to me/us advice or information concerning products and services Downer believes may be of interest to me/us, to enable Downer to sell or assign to any person any obligation I/we may have to Downer and to enable Downer to communicate with me/us for any purpose. The personal information provided in this application is collected by and will be held by Downer whose address is 130 Kerrs Road, Wiri, Auckland, 2104 NZ. If I/we fail to provide any information requested in this application, Downer may be unable to process this application. I/We have the right under the Privacy Act 1993 to obtain access to and to request correction of any information held by Downer concerning me. <p>5.2. I/We authorise Downer to obtain at any time from any person or entity, including but not limited to those persons nominated in this application, any information Downer may require to process and/or accept any application for trading account I/we may make to Downer (including, but not limited to, this application) or to perform or complete any of the other purposes for which I/we have provided personal information to Downer. I/we authorise any such person to release to Downer any personal information that person holds concerning me/us.</p>			
Signed By:		For and on Behalf of Applicant(s):	
Date:		Date:	

SECTION 7 – PERSONAL GUARANTEE			
1. In consideration of Downer entering into this Trade Account to supply to the Customer, at the request of the Guarantor(s), the Guarantor(s) hereby guarantee(s) (jointly and severally where there is more than one guarantor) the due and punctual performance, observance and compliance by the Customer with all of the provisions contained in this Trade Account (“Guarantee”).			
2. Although as between the Guarantor(s) and the Customer, the Guarantor(s) may be a surety only, as between the Guarantor(s) and Downer, the Guarantor(s) shall be liable as a principal party under this Guarantee or under any extension, amendment or variation of this Guarantee and may be so treated in all respects by Downer.			
3. The liquidation or bankruptcy of the Customer or the Guarantor(s) or any of them or any other person or persons or the exercise or non-exercise by Downer of any of the powers of Downer under this Guarantee or the waiver or partial waiver, variation, modification, assignment or transfer of this Trade Account, or any other dealing whatsoever by Downer with the Customer or the Guarantor(s) or any other person or persons shall not exonerate or release the Guarantor(s) from liability under this Guarantee nor shall the Guarantor(s) be released by any other act, omission or thing whatsoever whereby the Guarantor(s) as surety only would have been so released.			
4. The Guarantor(s) agree that: <ul style="list-style-type: none"> a. If any amounts paid by any Guarantor are clawed-back for any reason, the parties will then be restored to the position as if that payment was never made; and b. While any amounts are owing, or may be owing to Downer, the Guarantor(s) will not compete with Downer or enforce any right in law that would affect payment to Downer by the Customer or a Guarantor (including but not limited to rights of subrogation and contribution). 			
5. The Guarantor(s) will at Downer’ request, whether at the date of this Trade Account or at some later date, provide security for the obligations of the Guarantor(s) contained in paragraphs 1 – 4 of this Trade Account. The Guarantor(s) agree(s) to execute all documentation and do all necessary acts to validly provide Downer the security so requested.			
6. I/We understand paragraph 5 of the ‘Application for Credit and Provision of Information’ applies to me/us. I/we accept and hereby acknowledge the terms and conditions contained in paragraph 5.			
7. I/We also understand that we should seek independent legal advice with respect to this Guarantee.			
SECTION 8 – EXECUTION			
I hereby acknowledge and agree to the attached Terms and Conditions of Sale and the terms of the Guarantee contained in paragraphs 1- 7 above.			
Signed By As Guarantor			
Name:		Signature:	
Date:			
In the presence of (Witness to the above signature)			
Name:		Signature:	
Occupation:			
Address:			
Signed By As Guarantor			
Name:		Signature:	
Date:			
In the presence of (Witness to the above signature)			
Name:		Signature:	
Occupation:			
Address:			