

## **CREDIT ACCOUNT APPLICATION FORM**

**PLEASE ENSURE THIS FORM IS COMPLETED IN FULL**

Individual/  
Sole Trader/  
Partnership/  
Limited Company

Full Business Name  
Trading as  
Business/Delivery Address  
Postal Address  
Phone Number  
Email address

Date Business Commenced /Date of Incorporation  
Nature of Business  
Bank and Branch

### **Accounts Payable Contact Details**

Name  
Email address  
Phone Number

### **IF LIMITED COMPANY**

Registered Office

Name and Address of Director(s)  
Associated Companies

### **IF PARTNERSHIP/SOLE TRADER/TRUST**

Owner(s) Name  
Owner(s) Home Address

Owner(s) Phone number  
Owner(s) Date of Birth  
Owners Drivers License Details

**Trade References – 3 MUST be provided**

**Reference 1**

Company Name  
Phone Number  
Email Address

**Reference 2**

Company Name  
Phone Number  
Email Address

**Reference 3**

Company Name  
Phone Number  
Email Address

Estimated Monthly Purchases: \$

**Terms of Payment**

Payment must be made by the 20<sup>th</sup> of the month following purchase unless otherwise agreed with management in writing

If Credit is required, Rainwater Accessories must be notified in writing prior to the due date of the invoice.

## **Declaration**

- 1) I hereby apply for a credit trading account with Rainwater Accessories Limited
- 2) I have read and agree to be bound by Rainwater Accessories' Terms and Conditions of Trade \*attached/below/
- 3) I hereby declare to Rainwater Accessories that the above information is to the best of my knowledge, information and belief true and correct that I am duly authorised to enter into this credit application and future contracts on behalf of the customer.
- 4) I hereby agree to pay on demand all collection costs and solicitor's fees, charges and/or costs and enforcement costs incurred or expended in recovering payment of the account.
- 5) "Rainwater Accessories" shall mean Rainwater Accessories Limited or any associated company agent or employee

## **SIGNATURE**

By the customer or the agent for an on behalf of the customer

Signed Xxxxxxx

Date

Full Name

Title

### **\*\*\*Notes**

1. If the customer is a limited liability company this credit application form must be signed by a director
2. If the person signing the above other than as the Customer signs for and on behalf of the Customer as agent (the "agent")
3. The Agent hereby represents and warrants that:
  - \*The Customer has authorized the signing of this credit application;
  - and
  - \* All information provided to Rainwater Accessories in this credit application is true and correct.

**PERSONAL GUARANTEE AND INDEMNITY**

I/We acknowledge that pursuant to the Personal Guarantee and Indemnity contained in the Terms and Conditions of Trade that I/We am/are signing this credit application form in my/our personal capacity.

I/We acknowledge that Rainwater Accessories have advised me/us to seek independent legal advice in respect of my/our obligations under this Personal Guarantee and Indemnity and have either done so or elected not to prior to signing the Personal Guarantee and Indemnity.

I/We hereby authorize any person or organization to provide Rainwater Accessories any such information as may be required with our credit application enquiries.

**SIGNED BY THE GUARANTOR(S) IN THE PRESENCE OF A WITNESS**

Signed  
Name  
Designation  
Date

Witness Signed  
Witness Name  
Designation  
Date

Signed  
Name  
Designation  
Date

Witness Signed  
Witness Name  
Designation  
Date

**Notes:**

By signing this application, you are also personally guaranteeing the customer's obligations under this agreement. You should read your personal obligations under clause 16 of our Terms & Conditions of Trade and seek independent advice.

- If the Customer is a sole Trader or partnership ALL owner(s)/partners should sign the personal guarantee and indemnity
- If the customer is a company all Directors must sign the personal guarantee and indemnity.
- If the customer is a Trust all Trustees must sign the personal guarantee and indemnity.

## **TERMS AND CONDITIONS OF TRADE**

### **1. DEFINITIONS**

1.1. "Rainwater Accessories" shall mean Rainwater Accessories Limited, any subsidiary companies or any agents or employees thereof.

1.2. "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Rainwater Accessories.

1.3. "Products" shall mean:

1.3.1. all Products of the general description specified on the front of this agreement and supplied by Rainwater Accessories to the Customer, and

1.3.2. all Products supplied by Rainwater Accessories to the Customer, and

1.3.3. all inventory of the Customer that is supplied by Rainwater Accessories; and

1.3.4. all Products supplied by Rainwater Accessories and further identified in any invoice issued by Rainwater Accessories to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and

1.3.5. all Products that are marked as having been supplied by Rainwater Accessories or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Rainwater Accessories; and

1.3.6. all of the Customer's present and after-acquired Products that Rainwater Accessories has performed work on or to or in which Products or materials supplied or financed by Rainwater Accessories have been attached or incorporated.

1.3.7. The above descriptions may overlap but each is independent of and does not limit the others.

1.4. "Products and Services" shall mean all products, goods, services and advice provided by Rainwater Accessories to the customer and shall include without limitation the supply of all roofing products, installation and all associated products and services and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by Rainwater Accessories to the Customer.

1.5. "Price" shall mean the cost of the Products and Services as agreed between Rainwater Accessories and the Customer and includes all disbursements eg charges Rainwater Accessories pays to others on the Customer's behalf subject to clause 4 of this contract.

## **2. ACCEPTANCE**

2.1. Any instructions received by Rainwater Accessories from the Customer for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

2.2. Rainwater Accessories specifically reserves the right to refuse credit.

## **3. COLLECTION AND USE OF INFORMATION**

3.1. The Customer authorises Rainwater Accessories to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products and Services provided by Rainwater Accessories to any other party.

3.2. The Customer authorises Rainwater Accessories to disclose any information obtained to any person for the purposes set out in clause 3.1.

3.3. Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

## **4. PRICE**

4.1. Where no price is stated in writing or agreed to orally the Products and Services shall be deemed to be sold at the current amount as such Products and Services are sold by Rainwater Accessories at the time of the contract.

4.2. The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of Rainwater Accessories between the date of the contract and delivery of the Products and Services.

## **5. PAYMENT**

5.1. Unless other wise agreed payment for Products and Services shall be made either.

5.1.1. Cash with order,

5.1.2. In full on or before the 20 day of the month following the date of the invoice ("the due date").

5.2. Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.

5.3. Any expenses, disbursements and legal costs incurred by Rainwater Accessories in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

5.4. Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

5.5. A deposit may be required.

5.6. Any provision for a "pay when paid" clause or a "pay if paid" clause shall not apply to Rainwater Accessories when Products and Services are provided by it.

## **6. QUOTATION**

6.1. Where a quotation is given by Rainwater Accessories for Products and Services:

6.1.1. Unless otherwise agreed the quotation shall be valid for sixty (60) days from the date of issue; and 6.1.2. The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary: 6.1.3. Rainwater Accessories reserve the right to alter the quotation because of circumstances beyond its control.

6.2. Where Products and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products and Services.

## **7. RISK AND DELIVERY**

7.1. The Products and Services remain at Rainwater Accessories risk until delivery to the Customer or where work or installation services are required on the completion of the installation, work or repair.

7.2. Delivery of Products and Services shall be deemed complete when Rainwater Accessories, or an agent including a manufacturer, gives possession of the Products and Services directly to the Customer or possession of the Products and Services is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.

7.3. The time agreed for delivery shall not be an essential term of this contract unless the Customer gives written notice to Rainwater Accessories making time of the essence.

7.4. Where Rainwater Accessories deliver Products and Services to the Customer by instalments and Rainwater Accessories fail to deliver or



supply one or more instalments the Customer shall not have the right to cancel the contract but shall have the right to claim compensation as a severable breach.

7.5. The Customer will ensure that Rainwater Accessories is provided with reasonable access to the delivery address together with adequate room for unloading. The Customer indemnifies Rainwater Accessories against all costs and liabilities Rainwater Accessories incur with or arising out of the delivery or in unloading.

## **8. AGENCY**

8.1. The Customer authorises Rainwater Accessories to contract either as principal or agent for the provision of Products and Services that are the matter of this contract.

8.2. Where Rainwater Accessories enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract.

## **9. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)**

9.1. Title in any Products and Services supplied by Rainwater Accessories passes to the Customer only when the Customer has made payment in full for all Products and Services provided by Rainwater Accessories and of all other sums due to Rainwater Accessories by the Customer on any account whatsoever. Until all sums due to Rainwater Accessories by the Customer have been paid in full, Rainwater Accessories has a security interest in all Products and Services.

9.2. If the Products and Services are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products and Services shall remain with Rainwater Accessories until the Customer has made payment for all Products and Services, and where those Products and Services are mixed with other property so as to be part of or a constituent of any new Products and Services, title to these new Products and Services shall be deemed to be assigned to Rainwater Accessories as security for the full satisfaction by the Customer of the full amount owing between Rainwater Accessories and Customer.

9.3. The Customer gives irrevocable authority to Rainwater Accessories to enter any premises occupied by the Customer or on which Products and Services are situated at any reasonable time after default by the Customer

or before default if Rainwater Accessories believes a default is likely and to remove and repossess any Products and Services and any other property to which Products and Services are attached or in which Products and Services are incorporated. Rainwater Accessories shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Rainwater Accessories may either resell any repossessed Products and Services and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and Services and credit the Customer's account with the invoice value thereof less such sum as Rainwater Accessories reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

9.4. Where Products and Services are retained by Rainwater Accessories pursuant to clause 9.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

9.5. The following shall constitute defaults by the Customer:

9.5.1. Non payment of any sum by the due date.

9.5.2. The Customer intimates that it will not pay any sum by the due date.

9.5.3. Any Products and Services are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products and Services.

9.5.4. Any Products and Services in the possession of the Customer are materially damaged while any sum due from the Customer to Rainwater Accessories remains unpaid.

9.5.5. The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.

9.5.6. A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.

9.5.7. Any material adverse change in the financial position of the Customer.

9.6. If the Credit Repossession Act applies to any transaction between the Customer and Rainwater Accessories, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

## **10. SECURITY INTEREST FOR SERVICE PROVIDERS**

10.1. The Customer gives Rainwater Accessories a security interest in all of the Customer's present and after-acquired property that Rainwater Accessories has performed services on or to or in which Products or materials supplied or financed by Rainwater Accessories have been attached or incorporated.

## **11. PAYMENT ALLOCATION**

11.1. Rainwater Accessories Ltd may in its discretion allocate any payment received from the Customer towards any invoice that Rainwater Accessories determine and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Rainwater Accessories, payment shall be deemed to be allocated in such manner as preserves the maximum value of Rainwater Accessories' purchase money security interest in the Products and Services.

## **12. LIABILITY**

12.1. The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Rainwater Accessories which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Rainwater Accessories, Rainwater Accessories' liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute. 12.2. Except as otherwise provided by clause 12.1 Rainwater Accessories shall not be liable for.

12.2.1. Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided by Rainwater Accessories to the Customer, and 12.2.2. The Customer shall indemnify Rainwater Accessories against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Rainwater Accessories or otherwise, brought by any person in connection with any

matter, act, omission, or error by Rainwater Accessories its agents or employees in connection with the Products and Services.

12.3. Rainwater Accessories shall have no liability for discrepancies between estimates that may have been prepared for quantities based on plans or other information given by or on behalf of the Customer and quantities actually required. The Customer warrants it has verified and in any event accepts responsibility for the accuracy of quantities order as being in accordance with its requirements.

### **13. WARRANTY**

13.1. Manufacturer's warranty applies where applicable.

13.2. Any written warranty that Rainwater Accessories provides to the Customer will also form part of these terms and conditions of trade. 13.3. No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Products and Services except where Products are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.

13.4. Rainwater Accessories does not provide any warranty that the Products are fit and suitable for the purposes for which they are required by the Customer and shall not be liable if they are not.

### **14. COPYRIGHT AND INTELLECTUAL PROPERTY**

14.1. Rainwater Accessories, owns and has copyright in all work, software, systems, solutions, drawings, designs, specifications, electronic data and documents produced by Rainwater Accessories in connection with the Products and Services provided pursuant to this contract and the Customer may use the Products and Services only if paid for in full and for the purpose for which they were intended and supplied by Rainwater Accessories.

### **15. CONSUMER GUARANTEES ACT**

15.1. Subject to clause 15.2 the guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products and Services from Rainwater Accessories for the purposes of a business in terms of section 2 and 43 of that Act. 15.2. Should Rainwater Accessories breach any of its obligations to a Customer, then Rainwater Accessories' liability to that Customer shall be limited to the greater of either.

15.2.1. The costs of replacing the Products in respect of which the

obligation has been breached with product or equivalent specification:  
15.2.2. The price for those Products paid by the Customer.

## **16. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES**

16.1. If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Rainwater Accessories agreeing to supply Products and Services and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Rainwater Accessories the payment of any and all monies now or hereafter owed by the Customer to Rainwater Accessories and indemnify Rainwater Accessories against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

## **17. CLAIMS AND RETURN OF PRODUCTS**

17.1. The Customer shall be deemed to have accepted the Products and Services provided unless the Customer notifies Rainwater Accessories otherwise within 5 days of delivery of the Products and Services to the Customer.

17.2. Products will only be accepted for return with prior consent of Rainwater Accessories at its discretion and applies to defective goods only. A 15% restocking fee applies. Returned Products must be accompanied by original invoice, in unused and undamaged condition and still in original packaging where applicable. The Customer is liable for all costs associated with the return. There will be no returns on customised orders.

17.3. In the event of damage in transit the Customer is required to send to Rainwater Accessories written request for replacement together with the delivery docket and evidence that this was endorsed at the time of receipt of Products that the Products were damaged prior to unloading.

## **18. CANCELLATION**

18.1. Once an order has been accepted by Rainwater Accessories, it can only be cancelled, varied or suspended (whether in whole or in part) upon the following terms and conditions:

18.1.1.No cancellation, variation or suspension will be effective or recognised unless, and only to the extent that Rainwater Accessories agrees in writing to such cancellation, variation or suspension;

18.1.2. The Customer agrees to accept delivery of all Products held by Rainwater Accessories in respect of such order and all Products in transit to or subsequently delivered to Rainwater Accessories for such order,

18.1.3.The Customer agrees to pay all costs, expenses and liabilities incurred by Rainwater Accessories in consequence of the cancellation, variation or suspension of the order.

## **19. MATERIAL**

19.1. Unless specific instructions are received by Rainwater Accessories in writing, Rainwater Accessories reserves the right to supply either Colorsteel TM produced by NZ Steel Limited or 'Colorcote TM produced by Pacific Coilcoaters Limited when pre-painted material is ordered.

## **20. ASSIGNMENT**

20.1. In consideration of the goods supplied to the Customer by Rainwater Accessories the Customer assigns to Rainwater Accessories absolutely all the Customer's right title and interest in any debt which is due to the Customer by any third party the Customer has on sold to Products supplied by Rainwater Accessories whether or not the amount of that debt due to the Customer by the third party comprises only a part of the amount of the debt for Products supplied by Rainwater Accessories to the Customer.

## **21. MISCELLANEOUS**

21.1. Rainwater Accessories shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

21.2. Failure by Rainwater Accessories to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Rainwater Accessories has under this contract.

21.3. If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

21.4. The client shall not assign all or any of its rights or obligations under this contract without the written consent of Rainwater Accessories.

21.5. Where these terms and conditions of trade are at variance with the

order or instructions from the Customer these terms and conditions of trade shall prevail.

21.6. If required by Rainwater Accessories the Customer will store Products and Services supplied by Rainwater Accessories in a way that enables them to be identified as having been supplied by Rainwater Accessories.

21.7. The Law of New Zealand applies to this contract.