COASTAL PUREWATER LTD - APPLICATION FOR CREDIT ACCOUNT

Please print clearly in the boxes provided and sign where relevant.

In order to avoid possible delays in the processing of your application, please refer to the checklist in Section 8 before submitting. Please allow 3-5 working days for the processing of your completed application.

EMAIL COMPLETED APPLICATION OR ANY QUESTIONS ABOUT THIS FORM TO admin@coastalpurewater.co.nz

PLEASE TICK TO INDICATE IN WHAT CAPACITY YOU ARE APPLYING FOR CREDIT: ☐ Individual / Sole Trader □ Partnership ☐ Limited Company ☐ Other **SECTION 1: APPLICANT DETAILS (All Applicants to Complete)** APPLICANT NAME (in full): TRADING AS (if different): STREET ADDRESS: PHONE: FAX: ACCOUNTS: Contact Name: Email: Direct Line: Mobile: HOW DO YOU WISH TO RECEIVE INVOICES? ☐ Email ☐ By Mail PURCHASING: Contact Name: Email: Direct Line: Mobile: PREVIOUS ADDRESS (if applicable): BANK AND BRANCH: SOLICITOR: SOLICITOR'S ADDRESS: CREDIT LIMITED REQUESTED: WHAT IS THE MAIN ACTIVITY OF YOUR COMPANY:

SECTION 2: INDIVIDUAL / SOLE TRADER					
DATE OF BIRTH:OCCUPATION:					
INCOME:	☐ Less than \$30,000	□ \$30,001 -	\$40,000	☐ Over \$40,000	
OTHER ANNUAL INCOME RECEIVED FROM:					
☐ Spouse	☐ Pension	☐ Investme	nts	☐ Other	
TOTAL OTHER ANNUAL INCOME: \$					
DO YOU OWN YOUR OWN HOME?		☐ Yes	□ No		
IS IT MORTGAGED?		☐ Yes	□ No		
If yes, what is the amount of mortgage? \$					
If the address of this home is different from that stated in Section 1, please provide:					
TYPE OF BUSINESS (if self employed):					
USE OF GOODS: ☐ Business use ☐ Personal use					

SECTION 3: PARTNERSHIP NAME AND ADDRESS OF PARTNERS (If there is insufficient room, please attach a schedule): DATE PARTNERSHIP COMMENCED: TYPE OF BUSINESS OR PURPOSE OF PARTNERSHIP: NAME: ADDRESS: DATE OF BIRTH:PHONE: PERCENTAGE OF SHARE IN PARTNERSHIP: NAME: ADDRESS: DATE OF BIRTH: PHONE: PHONE: PERCENTAGE OF SHARE IN PARTNERSHIP: NAME: ADDRESS: DATE OF BIRTH: PHONE: PERCENTAGE OF SHARE IN PARTNERSHIP: PRESENT NET ASSET VALUE: \$..... NET ANNUAL INCOME AFTER TAX (most recent annual accounts maximum 12 months old): \$......

SECTION 4: COMPANY					
COMPANY NUMBER: DATE OF REGISTRATION:					
TYPE OF BUSINESS:					
IS THIS A LIMITED LIABILITY COMPANY? ☐ Yes ☐ No					
NAME AND ADDRESS OF CURRENT DIRECTORS (If there is insufficient room, please attach a schedule):					
NAME:ADDRESS:					
DATE OF BIRTH: NO OF SHARES HELD:					
IS THE DIRECTOR A SHAREHOLDER? ☐ Yes ☐ No					
NAME:					
ADDRESS:					
DATE OF BIRTH: NO. OF SHARES HELD:					
IS THE DIRECTOR A SHAREHOLDER? ☐ Yes ☐ No					
MAME					
NAME:					
DATE OF BIRTH: NO OF SHARES HELD:					
IS THE DIRECTOR A SHAREHOLDER? ☐ Yes ☐ No					
WHAT IS THE PRESENT VALUE OF THE SHAREHOLDERS' EQUITY? \$					
NET ANNUAL INCOME AFTER TAX (most recent annual accounts maximum 12 months old) \$					

SECTION 5: CREDIT REFERENCES (All Applicants to Complete) Please supply details of three businesses (excluding utility companies or credit card companies) with whom you operate or have operated a major trading account. SUPPLIER: CONTACT: PHONE: SUPPLIER: CONTACT: PHONE: SUPPLIER: CONTACT:PHONE: HAVE YOU PREVIOUSLY OPERATED A TRADING ACCOUNT WITH COASTAL PUREWATER LTD? ☐ Yes ☐ No IF YES, PLEASE COMPLETE THE FOLLOWING: ACCOUNT NAME: DATE ACCOUNT LAST USED (if known): HAVE PROCEEDINGS FOR THE RECOVERY OF DEBT, BANKRUPTCY OR INSOLVENCY EVER BEEN BROUGHT AGAINST YOU. THE COMPANY, OWNERS, PARTNERS OR DIRECTORS? ☐ Yes IF YES. PLEASE PROVIDE DETAILS:

SECTION 6: CUSTOMER ACCEPTANCE (All Applicants to Complete)

I/WE:

- (a) confirm that the information provided in connection with this credit account application is in all respects true, correct, complete and up to date and I/we shall immediately inform Coastal Purewater Ltd in writing of any changes whatsoever.
- (b) have read and agree to be bound by all the terms and conditions contained herein, including the attached Conditions of Supply (as may
 be varied by Coastal Purewater Ltd in its sole discretion from time to time) (Terms);
- c) confirm that no information has been withheld of which Coastal Purewater Ltd should be aware in considering this application for credit
- (d) authorise Coastal Purewater Ltd to collect from me/us or any third parties (including, without limitation, credit reporters and other credit providers), hold and use, and "personal information" (as that term is defined in the Privacy Act 1993) including without limitation the information in this form and any other information collected in the course of dealings with Coastal Purewater Ltd, and for a reasonable period thereafter, in relation to my/our identity, credit history and credit worthiness for the following purposes:
 - i. making a credit decision in relation to the applicant set out in section 1 (Applicant)
 - ii. in relation to any default by the Applicant under its credit agreement with Coastal Purewater Ltd, or any other related purposes
 - iii. in relation to the enforcement or attempted enforcement of the Terms;
 - iv. distribution of the Applicant of promotional material and information about goods and services supplied by Coastal Purewater Ltd
 - v. generally for the purposes of doing business with the Applicant (Credit Purposes).
- (e) authorise Coastal Purewater Ltd to hold such information for such periods as Coastal Purewater Ltd provides credit to the Applicant (Credit Period)
- (f) authorise each third party referred to above to disclose the information referred to above (Information) to Coastal Purewater Ltd and other third parties (including, without limitation, Customers of credit reporting agencies) and agree that Coastal Purewater Ltd may produce this authority to any such third party as evidence of my/our consent:
- (g) authorise Coastal Purewater Ltd to disclose any Information during the Credit Period to cover credit providers, debt collectors, credit reporters or any other third parties in connection with Credit Purposes, including, without limitation:
 - i. for the purposes of confirming the Information and/or creating a credit profile for the Applicant; and
 - ii. for collating with any other information about me/us from other sources and/or to create a credit score in respect of the Applicant;
- (h) acknowledge that I/we have a right to review, and correct if necessary, all personal information regarding me/us held by Coastal Purewater Ltd; and
- acknowledge that if not all the requested information is provided, the credit application may not be approved by Coastal Purewater Ltd;
 and
- (j) acknowledge that Coastal Purewater Ltd is the agency that is collecting and will hold the information (subject to the rights of third parties to receive and hold the Information) as set out above.
- (k) acknowledge that I/we have full authority to execute this document and to bind the Applicant who shall be held liable for any obligation incurred by the Applicant.
- (I) acknowledge that I/we shall be liable for any water taken or consumed from Coastal Purewater Limited as a consequence of any lost, stolen or non-returned Dallas tags to Coastal Purewater Limited. Confirmation of the water being taken or consumed shall be on production to the Applicant of any record showing the use of the Dallas tag after it being reported lost, stolen or non-returned. Liability shall be expunged when the Dallas tag is reported and removed from the Coastal Purewater Limited system of operation and reporting to Coastal Purewater Limited.

SIGNED BY THE APPLICANT(S) (where the applicant is a Company or partnership, each partner and director must sign) – attach additional signing page if more than two:

SIGNED by	SIGNED by
NAME:	NAME:
WITNESS SIGNATURE:	WITNESS SIGNATURE:
FULL NAME:	FULL NAME:
OCCUPATION:	OCCUPATION:
ADDRESS:	ADDRESS:
DATE:	DATE:

SECTION 7: CONTRA (All Applicants to Complete)		
I(full Name of authorising person), on behalf of		
(Company) confirm and agree to allow Coastal Purewater Ltd to contra our Debtor Account Number		
using the Creditor Account Number to offset the debt.		
Coastal Purewater Ltd undertakes to forward any remaining Creditor payment amounts to the Creditor by direct credit on the last working day of each month to the agreed Creditor's bank account.		
The Debtor will forward payments remaining outstanding to the Creditor by the 20 th of the month following purchase.		
SIGNATURE DATE:		

SECTION 8: CREDIT APPLICATION CHECK LIST (All Applicants)

IMPORTANT: ALL APPLICANTS PLEASE CHECK THAT YOU HAVE COMPLETED ALL THE REQUIRED SECTIONS OF THIS FORM AS BELOW.

INDIVIDUAL / SOLE TRADER: Sections 1, 2, 5, 6, 7, 9 and sign Conditions of Supply

PARTNERSHIP: Sections 1, 3, 5, 6, 7, 9 and sign Conditions of Supply

COMPANY: Completed sections 1, 4, 5, 6, 7, 9 and sign Conditions of Supply

** Please note that NO Credit Application will be considered without a fully completed Personal Guarantee and Indemnity (Section 9) **

Please return your completed application to:

Coastal Purewater Ltd 420 Airfield Road RD2, Ardmore 2582

Email: admin@coastalpurewater.co.nz

SECTION 9: PERSONAL GUARANTEE AND INDEMNITY (All Applicants)				
Made on				
TO:	COASTAL PUREWATER LTD			
RE:	(Customer's Name)	of		
	(Address)	(the Customer)		
FROM:	(Guarantor's Name)	of		
	(Address)	(the Guarantor)		
	(Guarantor's Name – if more than one)	of		
	,	(the Guarantor)		
In consideration of Coastal Purewater Ltd supplying to the Customer at the Guarantor's request, goods and/or services on credit, the Guarantor together with the Guarantor's successors and personal representatives GUARANTEES the due and punctual payment of all monies owing from time to time by the Customer to Coastal Purewater Ltd (Money Owing) and AGREES that: a) If for any reason, the Customer does not pay any Money Owing when due the Guarantor will pay to Coastal Purewater Ltd the overdue amount on demand; b) Further and separately, the Guarantor indemnifies Coastal Purewater Ltd on demand, against all claims made against Coastal Purewater Ltd and/or any costs or losses incurred by Coastal Purewater Ltd if, for any reason whatsoever, Coastal Purewater Ltd is unable to recover any Money Owing from either the Customer or the Guarantor even if those claims, costs or losses are avoided by law; c) The Guarantor indemnifies Coastal Purewater Ltd against all costs and expenses which are either incurred in or incidental to the enforcement of this deed (including legal fees on a full indemnity basis); d) Without in any way affecting the Customer's obligations to Coastal Purewater Ltd, the Guarantor's liability is unconditional and irrevocable and will remain in force until the Money Owing. The Guarantor's liability is unconditional and irrevocable and will remain in force until the Money Owing has been paid in full. The Guarantor's liability will not be discharged or affected by anything whatsoever (including any act which would affect, limit or release one liable as surety only) which, but for this clause, might otherwise discharge or affect the Guarantor's obligations under this deed. This includes, but is not limited to, any guarantee being given by another person or Company in relation to the Money Owing. e) This guarantee and indemnity shall be a continuing guarantee and indemnity and shall not be considered satisfied or discharged if the Customer's account at any time or times comes into nil or credit balance				
EXECUTED AND DELIVERED AS A DEED				
SIGNED	by the Guarantor	Signature of Witness		
		Name of Witness		
		Occupation of Witness		
		Address of Witness		
SIGNED by the Guarantor (if more than one)		Signature of Witness		
		Name of Witness		
		Occupation of Witness		

If the Guarantor is a Company, this Guarantee must be signed by two directors of the Company, or if the Company has only one director, by that director, whose signature must be witnessed.

Address of Witness

COASTAL PUREWATER LTD CONDITIONS OF SUPPLY

PAYMENT TERMS STRICTLY 20TH OF MONTH FOLLOWING SUPPLY

1. MASTER AGREEMENT

- 1.1. The parties agree that these conditions of supply will apply to all water ("goods") supplied by Coastal Purewater Ltd ('the Company') to the Customer in the future.
- 1.2. The Customer acknowledges that the goods supplied to it by the Company are inventory.
- 1.3. The Company may amend these conditions of supply from time to time by notice in writing to the Customer.

2. PRICES AND QUOTATIONS

- 2.1. Quotations are valid for thirty (30) days from the date of issue, during which time the Customer's written acceptance must be received. If the Customer's written acceptance is not received, the quotation shall be deemed null and void after thirty (30) days from date of issue.
- 2.2. Prices quoted are based on rates and charges applicable at the date of quotation unless otherwise specified. Coastal Purewater Ltd ("the Company") reserves the right to revise a quotation (accepted or otherwise) should any significant increases in rates and charges occur between the time that price is quoted and the time of delivery.
- 2.3. Prices quoted are ex-standpipe unless otherwise specified.
- 2.4. The provision by the Company of a quote shall in no way be construed as a readiness to extend credit.

3. DELIVERY

3.1. All risk in the goods passes to the Customer at the time possession is given to the Customer.

PAYMENT

- 4.1. Unless the Company expressly agrees to payment being made in accordance with clause 4.3, all sales shall be cash sales.
- 4.2. Under no circumstances shall the Customer be entitled to make any form of retention from any monies due to the Company.
- 4.3. Where the Company agrees to a sale not being a cash sale in terms of clause 4.1 payment by the Customer shall be made no later than the 20th day of the month following the month of purchase.
- 4.4. Where payment is not made in accordance with clauses 4.1 or 4.3 as the case may require the Customer agrees to pay to the Company as a result of non-payment.
 - 4.4.1. Interest at the rate of twenty percent (20%) per annum on all overdue amounts from the date of default (i.e. when payment becomes overdue) until payment in full on all monies overdue; and
 - 4.4.2. All expenses including but not limited to legal fees and disbursements as charged to the Company incurred by the Company in relation to obtaining or seeking to obtain remedy of default in payment by the Customer.
- 4.5. All payments by the Customer shall be applied first in reduction of interest and costs due pursuant to clause 4.4, the balance (if any) then being in reduction of any amounts due under clause 4.3.

SECURITY

- 5.1. All risk in the goods supplied shall pass when the goods are delivered into the possession of the Customer or into the custody of any person, entity or Company on the Customer's behalf.
- 5.2. The Customer grants a purchase money security interest to the Company in the goods supplied to the Customer by the Company.
- 5.3. The Customer also grants to the Company a general security interest in all the present and after acquired goods for any indebtedness it has to the Company.
- 5.4. The Company may allocate payment of indebtedness for any debt to any installment of goods provided to the Customer as it sees fit.

6. DALLAS TAGS

- 6.1. One complimentary Dallas tag per Customer vehicle/registration shall be supplied at acceptance of credit application.
- 6.2. Lost/damaged Dallas tags shall be replaced at a cost of \$50.00 + GST payable by the Customer.
- 6.3. Dallas tags shall be returned to Coastal Purewater Ltd upon termination/closure of Customer account. Failure to do so shall result in a charge to the Customer of \$50.00 + GST per tag.

SIGNED BY CUSTOMER	SIGNED BY GUARANTOR