



United Kara Quarry Ltd

KARA QUARRY CREDIT AGREEMENT

Quarry Manager - Dean Russell
Email: deanr@unitedinfrastructure.co.nz
Phone: 027 363 0934
Address: 95 Wood Rd, Maungatapere 0179

Administrator - Katherine Moselen
Email: admin@unitedinfrastructure.co.nz
Phone: 027 459 6336
Address: 129 Port Rd, Whangarei 0110

Personal Account: _____ **Date:** _____

First Name: _____ Last Name: _____

Occupation: _____ Employer: _____

Phone: _____ Mobile: _____

Email: _____

Street Address: _____

Region: _____ Postcode: _____

Date Of Birth: ____ / ____ / ____ Drivers License No: _____

.....

Business Account: _____ **Date:** _____

Please tick appropriate box

Limited Company Partnership Sole Trader Trust

Business Name: _____
(full name required)

Business Trading Name: _____

Expected Purchases Per Month: _____

Business Postal Address: _____

Region: _____ Postcode: _____

Phone: _____ Mobile: _____

Email: _____



United Kara Quarry Ltd

KARA QUARRY CREDIT AGREEMENT

Company Directors/Partners: *(full names required)*

Bank: _____ Branch: _____

Accountant Details:

Accountant Name: _____

Phone: _____ Mobile: _____

Email: _____

Street Address: _____

Credit Reference:

Please list 2 businesses the applicant trades with regularly for credit references:

Name 1: _____

Phone: _____

Name 2: _____

Phone: _____

Guarantee Clause:

In consideration of you supplying goods and services to the above named business I guarantee payment of their account:

Guarantor Name: _____

Street Address: _____

Signature: _____ Date: _____



United Kara Quarry Ltd

TERMS AND CONDITIONS OF TRADING

1. All accounts are payable by the 20th day of the month following the date of invoice or as otherwise arranged. If the account is not paid within 30 days after the due date, our debt collection agent may charge you a fee equal to 25% of the unpaid portion of the price, but not less than \$25.00. Where the total debt collection agency costs, legal and other costs arising from the collections of any amount owing exceeds the debt collection fee charged, our debt collection agent is also entitled to recover such additional costs from you. This clause is intended to be for the benefit of and enforceable by our debt collection agent under the Contracts and Commercial Law Act 2017.
2. Interest at the rate of 1.5% per month or at such rate as may be determined by the company from time to time may be charged on all accounts overdue for payment.
3. All claims and requests for credits must be made within seven (7) days of invoicing, in each case quoting the relevant invoice number.
4. Consumer Guarantees Act 1993: (a) Where goods or services are being supplied for the purposes of a business, the Customer agrees that the Consumer Guarantees Act 1993 will not apply. (b) Where the Customer purchases Goods for re-supply, the Customer's terms of trade must contain an equivalent provision to clause 4(a)
5. Unprocessed Goods: The Customer agrees that where the goods purchased are unprocessed, untested, un-screened and/or have no specification ("Unprocessed Goods), United Infrastructure Ltd makes no warranty and provides no guarantee as to the fitness for purpose of the Unprocessed Goods and will not be liable for any loss or damage suffered by the Customer in respect of the Unprocessed Goods. While United Infrastructure Ltd recommends that Unprocessed Goods are viewed prior to purchase, the Customer acknowledges and agrees that it purchases the Unprocessed Goods based on its own judgement and it has not relied on any warranties, representations or assurances made by United Infrastructure Ltd, whether express or implied.
6. In consideration of your allowing me to purchase goods and services on credit I/we understand that United Infrastructure Ltd is collecting and will hold the information supplied by me/us on this form for the purpose of administering my/our account, providing credit references and to enable United Infrastructure Ltd to inform me/us of its merchandise and services. I/We understand that these purposes may require my/our personal information to be provided to debt collection, repossession and credit reporting agencies and their clients.
7. I/We authorise any person or company to provide United Infrastructure Ltd with such information as United Infrastructure Ltd may reasonable require in response to United Infrastructure Ltd employment and/or credit enquiries.
8. I/We understand that I/we have the right to access and correct the personal information held by United Infrastructure Ltd about me/us.

It is to be noted that until the total cost of the transaction and all other monies which may become payable by the Buyer to the Seller under this agreement have been paid:

- a) Property (ownership) in the goods shall not pass to the Buyer.
- b) The Buyer shall not damage, alter or deface the goods but shall keep them in good order and repair, fair wear and tear excepted.
- c) The Buyer shall not part with possession of the goods except with the Seller's written consent.
- d) The Buyer shall notify the Seller before removing the goods from the place of installation, given above. And shall obtain the written consent of the Seller before removing the goods from New Zealand.
- e) The Buyer shall notify the Seller within 24 hours if the goods are seized or taken out of the Buyers possession for any reason whatsoever, giving full particulars and the address (if known) to which the goods have been removed.



United Kara Quarry Ltd

TERMS AND CONDITIONS OF TRADING

I/We hereby agree to your terms and conditions of trading:

Applicants

Signature: _____ Date: _____

Name: _____

Position: _____

.....

Office use only:

Approved

Declined

Customer Account Code: _____

Credit Limit (if any): _____

Customer Advised: _____

Approved By: _____ Date: _____

Company Registration: _____

Date of Incorporation: _____