

Castle Access Equipment Limited

Application to Open an Account

The Company described below (called "the Customer") makes application for credit from Castle Access Equipment Limited and agree to be bound by the Conditions of Sale attached.

Full Name of Company applying for account: *(please provide verification by copy of Incorporation Certificate)*

Name: _____

Company Number: _____

Registered Office: _____

Trading Name (if different from above): _____

Email Address: _____

Directors Full Names and Addresses:

(Please provide verification by copy of Birth Certificates, Drivers Licences or Passports)

Full Name: _____ Date of Birth: _____

Residential Address: _____

Full Name: _____ Date of Birth: _____

Residential Address: _____

COMPLETE ALL DETAILS OF THE FOLLOWING:

Postal Address: _____

Telephone: () _____ Facsimile: () _____ Mobile: _____

Accounts (Contact Name and Phone): _____

Accounts Email Address: _____

Trading References:
(Name, Phone No. of

1/ _____
2/ _____
3/ _____

I/We certify that the above information is true and correct and I/we are authorised to make this application for credit. In accordance with the Privacy Act 1993, I/we authorise any person or company to give information that may be required in response to credit enquiries. I/we have read and understand the standard conditions of sale of the Company and in particular acknowledge Clause 14 relating to registration of security and the Personal Property Securities Register.

Signature _____ Name _____ Date _____
(Director) (please print)

Signature _____ Name _____ Date _____
(Director) (please print)

You will be advised of any credit limit granted and the Company reserves the right to adjust this limit from time to time. Failure to adhere to the terms of sale may lead to termination of your credit limit.



TERMS AND CONDITIONS (Access Equipment – Hire)

Castle Access Equipment Limited (referred to in these terms as "us", "we" or "Castle") shall only supply and sell Goods (as defined below) to you (being the person or entity named below) on the following terms and conditions unless we agree, in writing to vary these terms and conditions.

General Conditions of Trading

1. **Orders**

- 1.1 You will place orders for Goods with us, against which we will provide you with a written quote (the "Quote") which, unless previously withdrawn, shall be valid for 30 days.
- 1.2 You will notify your acceptance of the Quote to us in writing which will be deemed to be an acceptance of these terms and conditions, notwithstanding any conditions included on your order or acceptance of the Quote.
- 1.3 Any Quote accepted by you shall not be cancelled unless agreed by us in writing and shall be subject to payment by you of all costs, expenses and losses incurred by us as a result of such cancellation (as reasonably determined by us).
- 1.4 If the Quote relates to the hire of Goods, we may require you to provide at least two credit references acceptable to us prior to us providing you with the Goods.

2. **Payment**

- 2.1 The terms and date for payment shall be stated on the Quote. If no date is stated, payment shall be made within 7 days of the date of the relevant invoice.
- 2.2 Should you fail to pay your invoices by the due date then:
 - (a) we may require you to compensate us by making payment to us on demand of interest on the amount due from the due date until the date of payment at a rate equal to 20% per annum, such interest to be compounded monthly; and
 - (b) you shall pay all our costs and expenses (including legal costs) which may be incurred in the recovery or attempted recovery of the overdue amounts from you.
- 2.3 If the Quote relates to the sale of Goods to be manufactured by us, a deposit of an amount specified by us is required prior to us commencing fabrication of the Goods.

3. **Prices and Delivery**

- 3.1 You acknowledge that the Quote is based on the costs of labour, materials, freight and insurance current as at the date of the Quote. If any of those costs increase after the date of the Quote, or if there is any error in calculating the Quote, the price stated in the Quote will be increase/amended accordingly.
- 3.2 Unless specified in our invoice or the Quote, all prices are exclusive of Goods and Services Tax and delivery, installation and removal costs, all of which you must pay when invoiced.
- 3.3 Delivery dates stated in the Quote are subject to receipt of your acceptance in clause 1.2 and receipt of all necessary information from you to enable us to complete drawings for fabrication of the Goods.
- 3.5 Notwithstanding anything else contained in this agreement or the Quote, while we shall use all reasonable endeavours to comply with your particular delivery requirements and order specifications, you will not be entitled to cancel the whole or part of your order or to claim compensation by reason of our failure to comply with your delivery requirements (including the date of delivery) or minor variations to the Goods as a result of changes to the manufacturing process, design or specifications.

4. **Security Interest**

- 4.1 You acknowledge and agree that this agreement constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and we retain a purchase money security interest in the Goods to secure our interest in the Goods and all moneys owing or payable by you under this agreement. All Goods sold or hired to or by you are sold or hired subject to a security interest in favour of us and we have the right to call for or recover the Goods at our option (for which purpose our employees or agents may enter your premises or the premises where the Goods are stored) and you are obliged to deliver up the Goods if so directed by us.

- 4.2 "Goods" means all goods sold or hired by us to you from time to time including (but not limited to) the goods described in the Quote accepted by you.
- 4.3 Our security interest in the Goods extends to any proceeds, book debts and accounts receivable arising from selling or re-hiring of the Goods.
- 4.4 You waive any right to receive verification that our security interest in the Goods has been registered on the Personal Property Securities Register and agree that where relevant, the following sections of the PPSA are not applicable to this agreement, ss 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 126, 127, 129 and 131-134.
5. **Risk and Insurance**
- 5.1 You accept all risk of loss and damage to the Goods, whether caused by you or not, following delivery of the Goods in accordance with clause 13.1 or 14.2 (as the case may be).
- 5.2 You will, at your cost, arrange and maintain insurance for all Goods (which are at your risk but title of which has not passed) to their fullest replacement value, such insurance cover to name us as an additional insured and you agree to provide us with satisfactory evidence of such cover on request from time to time.
6. **Withholding Supply**
- 6.1 We reserve the right, irrespective of whether or not an order has been accepted, and without notice to you, to withhold supply to you and we will not be liable for loss or damage resulting directly or indirectly from such action where:
- (a) we have insufficient Goods to fulfil the order;
 - (b) the Goods ordered have been discontinued; or
 - (c) we have determined, in our absolute discretion, that credit should not or no longer be extended to you.
7. **Warranty and Limitation of Liability**
- 7.1 You acknowledge that you are acquiring or hiring the Goods for business purposes, and that the Consumer Guarantees Act 1993 and Credit Contracts and Consumer Finance Act 2003 do not apply.
- 7.2 We exclude all statutory or implied conditions and warranties to the fullest extent permitted by law. The Goods are only warranted to the extent expressly specified by us in writing, except as otherwise mandatorily implied by law.
- 7.3 To the extent permitted by law, we limit our liability to you arising howsoever from the supply of (or failure to supply) the Goods, or the quality or performance of the Goods to:
- (a) the replacement of the Goods or the supply of equivalent goods;
 - (b) in relation to the sale of Goods, the repair of the Goods; or
 - (c) in relation to the sale of Goods, the reasonable cost or replacing or repairing the Goods.
8. **Consents**
- 8.1 It is your responsibility to apply for and obtain any consents, including building consents, required in connection with the Goods. If required we will provide, at your cost, any information required to assist you obtain such consents.
9. **Obligations**
- 9.1 You agree:
- (a) not to assign this agreement or your rights under this agreement without our prior written consent;
 - (b) to comply with all relevant Acts, regulations and bylaws relating to the use, possession or operation of the Goods;
 - (c) to give us 7 days prior written notice if you intend changing your name.
10. **Further Assurance**
- 10.1 You agree to, at your cost, promptly execute and deliver to us and do all things which we require to protect our title and interest (including the priority of our interest) in the Goods and enable us to obtain the full benefit of this agreement.
11. **Indemnity**
- 11.1 You agree to indemnify us against any claims, losses, damages, liabilities and expenses of whatever nature arising in whole or in part out of your use or operation of the Goods and/or any breach of this agreement by you.
12. **Execution, Costs and Governing Law**
- 12.1 If this agreement is signed by you by an agent or on your behalf, that agent or person signing shall at all times remain jointly and severally liable for the obligations under this agreement.
- 12.2 You agree to pay all our costs and expenses (including legal costs) which may be incurred in the enforcement or attempted enforcement of this agreement by us.
- 12.3 The laws of New Zealand govern our trading.
- 12.4 You agree with us to submit to the non-exclusive jurisdiction of the Courts of New Zealand and agree that any legal proceedings may be heard in those courts.

Sale of Goods

If the Quote accepted specifies the Goods are supplied for sale:

13. **Delivery and Title**
- 13.1 Unless otherwise agreed in writing, you will take delivery of the Goods at our premises. If we arrange for the Goods to be delivered to a site nominated by you, such delivery shall be at your cost. Delivery of the Goods shall be completed when the Goods have left our premises or upon arrival at your nominated site (as the case may be).

- 13.2 Title to the Goods remains with us until payment in full in cleared funds has been received by us. Until payment has been received and title passes, the Goods shall be held by you on bailment and be kept separate and identifiable.
- 13.3 If we arrange for delivery of the Goods and such Goods are lost or damaged before risk passes to you, we will, at our option replace, repair, or give credit for the Goods provided that you have notified us within 7 days of delivery (in the case of damaged or short delivery) or receipt of our invoice (in the case of non-delivery of all of the Goods).

Hire of Goods

If the Quote accepted specifies the Goods are supplied on hire:

- 14. **Prices, Delivery and Title**
- 14.1 You acknowledge that the Quote is based on a hire rate on the indicative hire period advised by you. Should the hire period be extended or reduced, we may at our discretion increase/decrease the hire rate accordingly and if the rate is increased, we may recharge you at the increased rate for the relevant period.
- 14.2 We will arrange for the Goods to be delivered to a site nominated by you, such delivery shall be at your cost. Delivery of the Goods shall be completed upon arrival of the Goods at your nominated site.
- 14.3 You acknowledge and agree that this agreement shall not confer on you any interest in or to the Goods and title to the Goods remains with us at all times. We may replace the Goods with equivalent goods from time to time.
- 15. **Goods and Termination**
- 15.1 You agree:
 - (a) to take proper care of the Goods and return the Goods to us on termination or expiry of this agreement in the same condition as delivered to you, reasonable wear and tear only excepted;
 - (b) to notify us immediately of any accident, disability or failure affecting the Goods or any loss or damage to the Goods;
 - (c) not to make or allow the making of any repairs, adjustments, alterations or additions to the Goods unless otherwise previously authorised in writing by us;
 - (d) not to move the Goods from the premises or site specified in the Quote without our prior written approval and not to sell, transfer, mortgage, pledge or otherwise charge or part with possession of the Goods;
 - (e) not to permit any accession to be installed in or affixed to the Goods, the Goods are intended to remain as chattels and you shall not allow the Goods to be affixed to land without our prior written approval;
 - (f) to permit us or our authorised agents to inspect the Goods at all reasonable times and make the Goods available for maintenance and repair by us during our normal business hours and provide, without charge, a suitable area in order that we, our agents or employees may service the Goods from that location;
 - (g) that if the Goods are returned in a condition which has breached this clause (whether or not the work of restoring the Goods to the condition it was immediately prior to this hire is subsequently carried out), or we or our agents have carried out restorative work on site, you shall be liable to pay the cost and expenses, reasonable wear and tear of this hire excepted, and shall be liable for any loss in hire resulting from such a breach;
 - (h) that we may repossess the Goods in the event that you default in payment of any rental or other charges payable under this agreement or breaching any of your obligations herein and you hereby irrevocably give us, our agents and servants, leave and licence without the necessity of giving any notice to enter on and into any premises occupied by you, or to break and enter on and into such premises to inspect, search for or remove any of the Goods without in any way being liable to you or any person.
- 15.2 Subject to clause 14.1, you may terminate this agreement and return the Goods to us by giving us 3 days prior written notice. We may terminate this agreement immediately by notice in writing to you at any time, without prejudice to your liability under this agreement up to termination.
- 15.3 On termination of this agreement you will pay all rental charges to the date of termination or the date all of the Goods are returned to us (whichever is the later) and all other payments due under the terms of this agreement.

Name/s of Sole Trader or person acting on behalf of the Company:	<table border="0" style="width: 100%;"> <tr> <td style="width: 33%; text-align: center; font-size: small;">First</td> <td style="width: 33%; text-align: center; font-size: small;">Middle</td> <td style="width: 33%; text-align: center; font-size: small;">Last</td> </tr> </table>	First	Middle	Last	Date of Birth of Sole Trader/s:	
First	Middle	Last				
Company Name:		Company No (if applicable):				
Trading Name:		Type:	Company Trust Partnership			
Trading Address:						

Sole Trader
Other _____

Postal Address:

Phone No:

Fax No:

E-Mail Address: _____

The applicant has read and understood the attached terms and conditions of supply, and agrees to them.

Signed for and on behalf of		
By _____ (please print name clearly)		
Title	Date	Signature

Guarantee

In consideration of Castle hiring or selling, or agreeing to hire or sell from time to time the Goods to the customer above, I/we the undersigned, hereby irrevocably and unconditionally guarantee to Castle the payment of all moneys and the performance of all obligations of the customer under this agreement. I/We acknowledge and agree that this guarantee shall be a continuing guarantee and shall not be released for any reason and that I will be bound under this guarantee as a principal debtor and principal obligor, and not as a surety only. I/We shall indemnify and save Castle harmless against any loss, damages, costs and expenses suffered by Castle as a consequence of the customer failing to pay the moneys or perform the obligations when due and otherwise in accordance with this agreement.

Witness:

Signature

Signature of Witness

Full Name

Full name

Address

Signature

Occupation

Full Name