

Credit Account Application Form

Trading Name: _____

Limited Company

Sole Proprietor

Partnership/Trust

Registered Name: _____

Company Number: _____

Physical Address: _____

Postal Address: _____

Landline Phone: _____ Mobile: _____

Email: _____

Accounts Department Contact Name and Number : _____

Invoice/Statement email address : _____

Directors/ Proprietors Names

Home Address:

Number :

1. _____

2. _____

Trade References (3 required) – Not Financial Institutions or Utility Companies/Suppliers

Company

Contact Person

Ph Number

1. _____

2. _____

3. _____

Term of Trade

1. DEFINITIONS

Unless the context otherwise requires, the following definitions shall apply to these terms of trade:

"KB Contracting " means KB Contracting & Quarries Limited and any of its related companies that have supplied the goods or services and shall include the successors and assigns of those companies.

"Customer" means the customers named in this application for credit account and shall include the Customer's trustees and executors if an individual or its successors, assigns or administrators.

"PPSA" means that Personal Property Securities Act 1999, and associated regulations, as amended from time to time.

2. PAYMENT

2.1 The Customer shall pay for the goods and services no later than the 20th of the month following the date of KB Contracting' invoice or as may otherwise be required by K B Contracting.

2.2 In the event of any default under Clause 2.1 (above) the full amount the full amount owing to K B Contracting shall immediately become due and payable.

2.3 K B Contracting may take immediate action under Clause 3 (Default), if the Customer is in default under any agreement with K B Contracting or commits an act of insolvency or bankruptcy goes into liquidation or receivership, enters into a creditor's composition or has its credit standing impaired in any way.

3. DEFAULT

3.1 KB Contracting may at any time in its sole discretion withdraw the provision of credit to the Customer.

- 3.2 If the customer fails to pay the amount due on or before the due date K B Contracting (without prejudice to its other rights and remedies) shall be entitled to charge interest at the rate of 1.5% per month on the outstanding balance.
- 3.3 The customer shall indemnify K B Contracting for all costs and expenses incurred including but not limited to debt collection commission fees, legal costs including court and solicitor costs in the recovery of any monies owed.
- 4. DELIVERY**
- 4.1 Delivery of goods shall be deemed to be made to the Customer when the goods are first dispatched from KB Contracting's premises or collected by the Customer or the Customer's agent.
- 4.2 KB Contracting may stop future deliveries until the Customer has paid for all previous supplies of goods or services supplied by KB Contracting (whether payment is due or not).
- 4.3 If KB Contracting is unable to deliver the goods or perform a service because of any cause beyond its control (including any force/major event) it may suspend delivery or cancel the Customer's order without incurring any liability for loss or damage suffered by the Customer.
- 4.4 Goods will only be accepted for return with the prior approval of KB Contracting. Freight and all other costs associated with the return of goods will be at the Customer's expense unless otherwise agreed in writing by KB Contracting.
- 5. RISK**
- Goods are at the sole risk of the Customer upon delivery in accordance with clause 4.1 whether received by the Customer or not, whether or not there is a delay in delivery and even though ownership of the goods may not have passed to the customer.
- 6. OWNERSHIP**
- Ownership of the goods shall not pass to the Customer until the Customer has paid for the goods in full and proceeds of sale of goods that have not been paid for shall belong to KB Contracting.
- 7. ENFORCEMENT**
- 7.1 The Customer irrevocably gives KB Contracting and its agents the right to enter upon the Customer's premises (including leased premises), without giving notice and without being in any way liable to the Customer, if KB Contracting have cause to exercise any rights it has under section 109 of the PPSA.
- 7.2 The Customer indemnifies KB Contracting for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis.
- 7.3 The Customer waives its right to receive any financing statement or financing charge statement from KB Contracting under the PPSA.
- 7.4 On the enforcement of any security interest created by these terms of trade to which the PPSA applies, sections 114(1) (a), 133 and 134 of the PPSA shall not apply. The Customer waives any rights it may have under sections 116, 120(2), 121, 125, 129, 131 and 132 of the PPSA on enforcement of any such security interest.

Acceptance of Terms and Conditions of Trade

I hereby apply to open a credit account with K B Contracting and Quarries Ltd. I have already read and fully understand KB Contracting's Terms of Trade and agree to abide by them.

Name of the person signing the application: _____

Position Held: _____

Signature: _____ Date: _____

Guarantee

In consideration of KB Contracting agreeing to supply _____ (the customer) with goods on credit, I hereby jointly and severally agree with KB Contracting as follows:

- I hereby guarantee the due performance by the Customer of the terms and conditions attached hereto and I hereby guarantee to you the payment of any moneys advanced by way of credit to the Customer.
- This agreement shall be a continuing guarantee to KB Contracting for all debts whatsoever and whensoever contracted by the Customer with KB Contracting, in respect of goods to be supplied to it.
- KB Contracting shall be at liberty without notice to me at any time and without in any way discharging me from liability hereunder to grant time or other indulgence to the said Customer and to accept payment from it in cash or other means of negotiable instruments and to treat me in all respects as though I were jointly liable with it to KB Contracting instead of being merely surety for it.

Dated _____ Guarantor Signature _____

Guarantor Name _____ Position In Company _____

Please Complete and return to: accounts@kbc.co.nz

**CONTRACTORS FORMAL AGREEMENT
CLEANFILL ACCEPTANCE CRITERIA****APPLIES TO: MACES ROAD YARD, MCLEANS ISLAND QUARRY AND MINERS ROAD QUARRY****Agreement Purpose:**

This agreement has been developed to ensure compliance with KB Contracting & Quarries Ltd's Resource Consent Requirements and all cleanfilling requirements of Local Authority Bylaws.

KB Contracting & Quarries Ltd requires that no contractors, or their sub-contractors shall deposit cleanfill at their approved sites without having signed a formal agreement, within the previous 12 months, and that the deposited cleanfill will meet the outlined acceptance criteria.

Cleanfill Acceptance Criteria:

Material deposited shall be restricted to clean inert fill derived from roading or demolition operations, including:

- Uncontaminated soils, rock, gravels, sand, clay and other inorganic inert natural materials;
- Dry asphalt (cured);
- Bricks;
- Ceramics;
- Concrete, un-reinforced (including dried slurry concrete);
- Reinforced concrete is acceptable providing protruding reinforcing steel is cut off at the concrete face
- Masonry blocks.

No coal tar, road sweepings or hydro-excavated waste will be accepted.

No material will be accepted that has been identified on Environment Canterbury's Listed Land Use Register (LLUR) as originating from a site where hazardous activities and industries have been located (HAIL) or if the heavy metals and chemical reading in the material are higher than the background levels at our cleanfill sites. This excludes any site where a detailed site investigation has been completed and reported which demonstrates that any contaminants in or on the site or the material to be deposited from that site, are at or below, background concentrations for the site at which the material is being deposited (i.e. the KBCQ facility). In such cases the contractor shall provide evidence in the form of full environmental investigation reports prepared by a suitably qualified and experienced environmental practitioner that verifies that the waste meets these criteria.

All other material shall be excluded from the site, including but not limited to those materials defined as unacceptable in the document titled "A Guide to the Management of Cleanfills", Ministry for Environment 2002.

If it is found that a contractor has deposited contaminated material in a KB Contracting & Quarries cleanfill site, all costs incurred to extract the material will be at the contractor's expense. Removal of the material to an acceptable site will be the contractor's responsibility.

By signing this agreement, your business is confirming that the material being deposited as cleanfill meets the outlined acceptance criteria. Any material that does not comply with this agreement will not be accepted at KB Contracting & Quarries Ltd cleanfill sites and penalties may be imposed if there is failure to comply.

This agreement will require renewal on the 1st of April each year in order to continue to use this service.

Signed by (please print):

Position held:

On behalf of:

Signature:

Date: