Commercial Coating Manufacturers Limited
PO Box 33-529, Takapuna, Auckland
Phone 09-483-4835

Credit application form

Trading Name: _____

Limited Company / Partnership / Sole Trader / Other: _____

Registered Company Name: _____

Company Registered Office: _____

Type of Business: _____

Contact Details

Email Address: _____

Delivery Address: _____

Contact: _____ Tel: _____ Mob: _____

Contact for account queries: _____

Name and Branch of Bank: _____

Details of Directors/Partners/Shareholders

Full Name: _____ Tel: _____

Home Address (Not Box No.): _____

Full Name: _____ Tel: _____

Home Address (Not Box No.): _____

Trade References

1. _____ Tel: _____

2. _____ Tel: _____

3. _____ Tel: _____

Application signature

Full Name: _____ Signature: _____

Designation: _____ Date: _____

Please ensure page two is completed and signed.

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Guarantee

I/WE (full name) _____

and (full name) _____

Do hereby guarantee to **COMMERCIAL COATING MANUFACTURERS LIMITED** the due and punctual payment by
(name of company) _____

all monies owing to **COMMERCIAL COATING MANUFACTURERS LIMITED** by
(name of company) _____

together with any costs and/or expenses actually incurred and any interest which pursuant to the terms and conditions of contract are payable by
(name of company) _____

This guarantee shall be a continuing guarantee and shall remain in force until revoked in writing.

NO indulgence, forbearance or waiver given by **COMMERCIAL COATING MANUFACTURERS LIMITED** to
(name of company) _____
shall operate to release me/us from and in respect of this guarantee.

Dated this _____ day of _____ 20 _____

Guarantor: _____

Guarantor: _____

Accepted on behalf of Commercial Coating Manufacturers Limited

Name: _____ Signature: _____

Bank Account Details - Westpac 03-1322-0679997-00

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Terms and Conditions

Credit application

Declaration:

The customer agrees to abide by the standard terms and conditions of trade of Commercial Coating Manufacturers Limited set out below. The customer acknowledges by signing this application that he/she has read, understood and agrees with the standard terms and conditions of trade referred to below and has given a copy of same.

Payment:

All accounts are payable by the 20th of the month following Invoice date.

Returned Goods/Disputed Accounts:

All claims must be made within FOURTEEN (14) days of invoicing, in each case quoting relevant invoice numbers.

Third Party Costs:

The customer agrees he/she shall pay or reimburse all costs and/or expenses incurred instructing a Solicitor and/or Debt Collection Agency to recover any amount overdue for payment and such costs and expenses shall bear interest plus GST from the date upon which they are paid or incurred up to and including the date upon which we are reimbursed by you.

Retention of Title:

Risk in any goods supplied by the Company to the Customer shall pass when such goods are delivered to the Customer or into the custody of a third party on the Customer's behalf. Ownership in such goods so supplied shall be retained by the Company until payment in full is made for the goods and for all other goods supplied by the Company to the Customer. If such goods are sold the Company shall hold the proceeds of sale thereof in trust for and on behalf of the Company. The Customer agrees the Company may register a Purchase Money Security Interest under the provisions of the Personal Property Securities Act 1999 and the Customer agrees to pay upon demand the reasonable solicitor and own client costs actually incurred by the Company in the registration of that interest.

OFFICE USE ONLY

Code: _____ Date: _____

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Standard Terms & Conditions of Trade

(Version 1.0 – Suitable for NZ Commercial Accounts)

1. Definitions

"Company" means Commercial Coating Manufacturers Limited. **"Customer"** means the applicant, purchaser, or account holder. **"Goods"** means all coatings, materials, and products supplied by the Company. **"PPSA"** means the Personal Property Securities Act 1999. **"PMSI"** means a Purchase Money Security Interest under the PPSA.

2. Application of Terms

These Terms and Conditions apply to all Goods supplied by the Company to the Customer. By signing the Credit Application Form, the Customer acknowledges that they have read, understood, and agree to be bound by these Terms and Conditions.

3. Payment Terms

All accounts are payable **by the 20th of the month following the invoice date**. The Company may vary payment terms at any time by written notice.

4. Returned Goods & Disputed Accounts

All claims relating to shortages, defects, or disputed accounts must be made **in writing within fourteen (14) days** of the invoice date, quoting the relevant invoice number.

Goods may only be returned with the Company's prior written approval. Tinted, mixed, or custom-manufactured coatings are **not returnable**.

5. Authority to Bind the Customer

The Customer warrants that the person signing the Credit Application Form and any person placing orders on behalf of the Customer has full authority to bind the Customer. The Customer is responsible for all orders placed by its employees, agents, contractors, or any person who appears to have such authority.

6. Change of Ownership / Change of Details

The Customer must notify the Company **in writing within seven (7) days** of any change in:

- ownership,
- shareholding,
- directors,
- trading structure,
- registered office,
- contact details, or
- sale of the business.

The Customer remains liable for all Goods supplied until the Company confirms in writing that the account has been closed or transferred.

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Standard Terms & Conditions of Trade

Continued

7. Credit Limit & Suspension of Supply

The Company may set and vary a credit limit at any time. If the Customer exceeds the credit limit, fails to pay when due, or if the Company considers the Customer's credit position unsatisfactory, the Company may **suspend supply immediately** and place the account on stop-credit.

8. Payment Allocation

The Company may allocate any payment received from the Customer toward any outstanding invoice or debt as the Company determines, regardless of any contrary instruction from the Customer.

9. Electronic Communications

Invoices, statements, notices, and other communications may be sent electronically to the Customer's nominated email address. Electronic delivery is deemed received at the time of transmission.

10. Third-Party Costs & Interest

The Customer agrees to pay or reimburse all costs and expenses incurred by the Company in instructing a solicitor and/or debt collection agency to recover any overdue amount.

Such costs shall bear **interest plus GST** from the date they are paid or incurred until reimbursed by the Customer.

The Company may charge interest on overdue accounts at a reasonable commercial rate.

11. Risk & Delivery

Risk in the Goods passes to the Customer upon delivery to the Customer or into the custody of a third party acting on the Customer's behalf.

Delivery dates are estimates only. The Company is not liable for delays.

12. Retention of Title

Ownership of all Goods supplied remains with the Company until payment in full is received for:

- the Goods supplied, and
- all other amounts owing by the Customer.

If the Goods are sold, the Customer shall hold the **proceeds of sale in trust** for the Company.

The Customer agrees that the Company may register a **PMSI** under the PPSA and shall pay all solicitor and own-client costs incurred in registering, maintaining, or enforcing that interest.

The Customer waives its rights under PPSA sections 114(1)(a), 133, and 134, and agrees that sections 116, 120(2), 121, 125, 129, and 131 do not apply.

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Standard Terms & Conditions of Trade

Continued

13. Indemnity for Handling, Storage, and Use of Goods

The Customer shall ensure that all Goods are handled, stored, mixed, applied, and used strictly in accordance with the Company's technical data sheets, safety data sheets, and instructions.

The Customer indemnifies the Company against all loss, damage, claims, or liability arising from improper or unsafe handling, storage, or use of the Goods.

14. Limitation of Liability

To the maximum extent permitted by law:

- the Company's liability is limited to replacing the Goods or refunding the purchase price;
- the Company is not liable for consequential, indirect, or special loss;
- no warranty is given beyond the written specifications provided by the Company.

15. Default

If the Customer defaults in payment or breaches these Terms:

- all amounts owing become immediately due and payable;
- the Company may suspend or cancel further supply;
- the Company may enforce its security interest under the PPSA.

16. Governing Law

These Terms and Conditions are governed by the laws of New Zealand. The Customer submits to the exclusive jurisdiction of the New Zealand courts.

17. General

If any clause is invalid or unenforceable, the remainder of the Terms remain in full force. The Company may amend these Terms by written notice.