

Crighton Engineering &
Manufacturing Ltd
100 Neilson Street, Onehunga,
Auckland 1061
PO Box 13 438, Onehunga,
Auckland 1643
New Zealand
Tel: 09 634 1865
Fax: 09 634 6804
www.crighton.co.nz



CRIGHTON ENGINEERING & MANUFACTURING LIMITED ("Crighton")

APPLICATION FOR CREDIT

Company Name: _____ ("the Customer")

Trading Name: _____

Registered Office: _____

Telephone No: _____ Fax No: _____

Email Address: _____

Trading Address: _____

Postal Address: _____

If Subsidiary, Name of Parent Company: _____

NZ/Australia Customs Client Code: _____

DETAILS OF DIRECTORS, SHAREHOLDERS, PROPRIETORS, PARTNERS

Name: _____

Residential Address: _____

Telephone No: _____ Fax No: _____

Name: _____

Residential Address: _____

Telephone No: _____ Fax No: _____

Name: _____

Residential Address: _____

Telephone No: _____ Fax No: _____

BUSINESS DETAILS

Length of Time in Business:

No of Employees:

Bank:

Branch:

Name of Accounts Payable Person:

TRADE REFERENCES

1.

Telephone No:

Fax No:

2.

Telephone No:

Fax No:

3.

Telephone No:

Fax No:

CREDIT TERMS ARE AS FOLLOWS UNLESS OTHERWISE SPECIFIED

The Customer:

1. acknowledges that payment of all credit accounts is to be made not later than the 20th day of the month following the date of Crighton's invoice. Credit facilities may be withdrawn without notice on overdue accounts at Crighton's absolute discretion;
2. hereby confirms that the above information is true and correct in every respect that the Customer has read the conditions of sale attached to this application or provided previously and agrees to accept and abide by them in all respects;
3. submits this information to assist Crighton to extend credit facilities as negotiated. Orders placed by, and invoiced to the Customer remain the contractual responsibility for payment by the Customer unless expressly agreed in writing to the contrary.

The signatories below warrant that they are authorised by the Customer to sign this application.

Signed

Signed

Title

Title

Date

Date

PRIVACY ACT ACKNOWLEDGMENT

The Customer hereby acknowledges and agrees with Crighton pursuant to the Privacy Act 1993 that:

1. Crighton is authorised to make such enquires and obtain such information as it considers desirable relating to the Customer's credit worthiness, commercial activities or other matters relevant to approving this application for credit;
2. Crighton is authorised to disclose information about the Customer to any credit-reporting agency or to its authorised agent including its solicitor or accountant at any time including where the Customer is in default of its obligations to Crighton. The Customer acknowledges that such information will be used by credit reporting agencies to update and maintain credit information files and will be accessed by customers of such credit reporting agencies;
3. Crighton may send the Customer information about its services;
4. The Customer acknowledges that the information being collected by Crighton will be used for the purposes of deciding whether to grant or continue to grant the Customer credit and for the other purposes referred to above. The Customer is aware that under privacy legislation the Customer has certain rights of access to and correction of any personal information about the Customer held by Crighton;
5. The Customer acknowledges that the above authorisation shall continue in force until the Customer ceases to be a customer of Crighton and has paid the Customer's account in full.

Signed	Signed
_____	_____
Title	Title
_____	_____
Date	Date
_____	_____

GUARANTEE AND INDEMNITY

In consideration of Crighton having agreed to extend credit and continuing to extend credit to the Customer I, We _____
("the Guarantor") hereby agree to be answerable and responsible to Crighton for the due payment by the Customer for all credit that may from time to time be extended to the Customer by Crighton. This guarantee is to be a continuing guarantee and my/our liability under this guarantee shall not be affected by Crighton giving any time or indulgence to the Customer in respect of payment of its accounts.

The Guarantor(s) hereby jointly and severally agree (if more than one) as follows:

1. To guarantee to Crighton the due performance by the Customer of the credit terms and the conditions of sale attached to this guarantee and the payment of any moneys payable for goods provided on credit by Crighton to the Customer or to other persons at the Customer's request and all interest, costs and taxes thereon.
2. To indemnify and keep indemnified Crighton against any default by the Customer of the conditions of sale or the failure to make any payment due to Crighton. The indemnity shall be unlimited.
3. This guarantee shall be a continuing guarantee.
4. Crighton shall be at liberty without notice to the Guarantor at any time and without in any way discharging the Guarantor from any liability hereunder to grant to a particular or other Guarantor or the Customer any indulgence, time or concession and to accept payment in cash or other means of negotiable instruments and to treat the Guarantor in all respects as though the Guarantor were (if more than one jointly and severally) liable with the Customer instead of merely a surety for the Customer.
5. This guarantee shall be fully effective notwithstanding that for any reason action cannot be taken or enforced against the Customer or it being found that this guarantee is invalid or unenforceable so far as any other or particular Guarantor is concerned.
6. The obligations of the Guarantor hereunder shall not merge or be deemed to have merged in any judgment or security obtained by Crighton against the Customer.
7. Each of the signatories hereto shall be bound thereby notwithstanding that one or more of the persons named herein as Guarantor may never execute this guarantee or that the execution hereof by one or more of such persons is or may become void or voidable.
8. This guarantee and indemnity shall at all times be governed by the laws of New Zealand.

