

**Gleeson & Cox Transport Ltd**  
**Credit Account Application**

P.O.Box 97-034, South Auckland Mail Centre  
Ph. 267-8471 Fax. 267-8634  
Email ian@gleesoncox.co.nz

Name of Customer.....

Trading as:.....

Postal Address:.....

Telephone: Bus.....Fax.....Mob.....

Type of Business:.....Year Established.....

Address of Registered Office.....

Accountant.....Solicitor.....

Bank & Branch.....

**Trade references**

(1).....Phone.....

(2).....Phone.....

(3).....Phone.....

I/we authorise you and any other persons or organisations to collect from and/or disclose to one another any information you or they consider necessary for your or their credit enquiries about me/us (including in relation to the conduct of my/our account/s with you or them). I/we know we have rights under the Privacy Act 1993 to access and to correct personal information held about me/us. Also I/we know information does not have to be provided but if it is not your decision about granting credit may be affected.

I/we apply for a credit account with Gleeson & Cox Transport Limited, have read and understood the terms and conditions listed overleaf and agree to be bound by them and I/we hereby guarantee payment of all monies due to Gleeson & Cox Transport Limited

I/we acknowledge I/we are signing on behalf of the Customer /Applicant and also personally as a Guarantor

Dated the..... day of ..... 20

SIGNED BY: SIGNATURE ..... NAME: :.....

POSITION:.....

WITNESSED BY: SIGNATURE:.....

WITNESS NAME, OCCUPATION AND ADDRESS:.....

## TERMS AND CONDITIONS OF TRADE

1. This is an application for a credit account with Gleeson & Cox Transport Limited.
2. The applicant whose signature appears overleaf warrants that he or she is duly authorised to make and sign this application and hereby requests Gleeson & Cox Transport Limited (hereinafter referred to as the "Company") to supply goods and services on credit, and in consideration of this agrees to the following terms and conditions.
3. All accounts for goods and services supplied are due and payable in full by the 20<sup>th</sup> of the month following that month in which the purchase of the goods or services was made, and this date is hereinafter referred to as the "due date". Providing payment is made by the due date, any discounts that may be offered are deductible from the gross amount due.
4. If payment is not made in full, on, or before the due date, such failure to pay is a default under this agreement and the Company shall be free to immediately exercise any or all of its remedies in respect of such a default. Penalty interest on the overdue amount, calculated at 2.5% per month from the due date until payment is actually received by the Company, is acknowledged as an additional debt due and payable to the Company, as also is all collection and legal expenses incurred by the Company in recovering any goods or money due to it.
5. The Company may at any time or times at its absolute discretion, and without giving any notice whatsoever, refuse credit or supplies for goods or services.
6. Any goods or services supplied by the Company are agreed to be a secured credit sale. Also, if requested by the Company, security will be given over such assets owned by the applicant by way of a General Security Agreement or a Specific Security Agreement under the Personal Property Securities Act 1999, or in the case of interests in land and all obligations mortgage, or in the case of a company customer, a personal guarantee by its Directors and principle shareholders to secure payment of the amount outstanding including interest and any other legal or associated costs.
7. Title to the goods supplied pursuant to this agreement does not pass to the applicant upon delivery, but remains with the Company until full payment and all indebtedness is received. The applicant agrees that the goods are at his risk notwithstanding he has no title to them until full payment is received by the Company.

If full payment is not received by due date, the applicant agrees that the Company's representatives shall have full and free access at any time to the land and buildings where the goods are situated to enable repossession to take place.

The applicant agrees that such repossession shall not confer upon him any right of action under common law, criminal law or statute including consequential loss, and that such entry is at the express invitation of the applicant given by this agreement.

The applicant agrees to store the goods supplied pursuant to this agreement separately from the goods of the same type, and to clearly mark them as the property of this Company. When the goods are sold to another party by the applicant or incorporated into a structure rendering repossession by the Company impracticable, the applicant agrees to hold payment for these goods in a trust account for the benefit of the Company until due date, and then to pay the monies to the Company without deduction. The applicant agrees that failure to lodge such payments in a trust account or pay the Company by due date constitutes a breach of this agreement and any personal guarantee of the applicant's debt shall then be fully enforceable.
8. In the event of any conflict between the Company's terms and conditions and those of the applicant, the Company's terms and conditions shall prevail.