



FRESHA EXPORT LIMITED
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APPLICATION TO OPEN CREDIT ACCOUNT

1	CUSTOMER CODE	BRANCH / REP / PRICE CODE	CREDIT LIMIT
	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
	Legal Company / Customer Name _____ Trading Name _____ Company Registration Number _____ Date of Registration _____ Postal Address _____ _____ _____ Delivery Address _____ _____ _____ _____ Post Code: _____ Phone Number: _____ Fax Number: _____ Email address for statements: _____ Email address for invoices: _____		

2	For Sole Traders, Partnerships, Private Individuals or Trusts		
	Name (in full)	Residential Address (if different from postal address)	Date Of Birth
	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
	Car Registration Number: _____	Accountant: _____	
	Solicitor: _____		

3	For Limited Liability Companies, Incorporated Society or Government Dept/Crown Entity		
	Director/Shareholders	Shares	Residential Address (if different from postal address)
	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
	Solicitor: _____	Accountant: _____	

4	Trade References (no credit card or finance companies)	Trade Reference Phone Numbers
	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>
	<input style="width:95%;" type="text"/>	<input style="width:95%;" type="text"/>

5	Type of Business: _____
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DECLARATION

1) The Buyer acknowledges that this credit application is subject to the Company's attached Terms and Conditions of Sale to which it is bound.

2) All payments to be made pursuant to this application shall be paid in accordance with the Company's attached Terms and Conditions of Sale.

3) The Buyer expressly grants the Company authority to contact any credit reporting agency and the bank and trade references referred to by the Buyer in this application for the purposes of assessing the Buyer's creditworthiness and this credit application. The Buyer further authorises the Company to obtain any personal and/or commercial information file from the above mentioned organisations that the Company deems necessary to assess this application. The Buyer acknowledges that the information from this application or concerning the Company's credit provider status may be disclosed. The Buyer also agrees that the Company may give to or receive from another credit provider a report about the Buyer's credit worthiness for the purpose of assessing the application made by the Buyer to another credit provider or collecting any payment that is overdue to a credit provider. The Buyer has rights under the Privacy Act 1993 to assess and request the correction of any personal information which the Company holds about the Buyer.

4) The Buyer hereby acknowledges that the Company is under no obligation to sell any goods to (or to the order of) the Buyer other than on a cash on order basis prior to the approval of this credit application by the Company.

5) The Buyer hereby certifies that the above information is true and correct and that I/We are authorised by the Buyer to sign this application. Any change to the information contained in this application must be immediately notified to the Company in writing.

SIGNED FOR AND ON BEHALF OF THE BUYER			
NAME	SIGNATURE	POSITION	DATE / /20

WITNESS SIGNATURE	NAME	OCCUPATION
ADDRESS		DATE / /20

PERSONAL GUARANTEE

1. In consideration of the Company agreeing at my/our request to supply the Goods to the Buyer on credit, I/We _____ (the Guarantor) hereby covenant(s) and agree(s) with the Company as follows:
- (i) To unconditionally and irrevocably guarantee to the Company the due and punctual payment of all monies (including interest) which the Buyer is liable to pay the Company for goods and services from time to time.
 - (ii) The Guarantor shall be liable to the Company on demand for due payment by the Buyer for all the Goods supplied from time to time by the Company to the Buyer, together with all additional costs, claims and charges referred to in the attached Terms and Conditions of Sale.
 - (iii) That the Company will be entitled to recover from me/us any monies owed to it by the Buyer without the Company first taking any proceedings against or making demands upon the Buyer.
 - (iv) This guarantee shall be a continuing guarantee to the Company for all monies owing from time to time by the Buyer to the Company in respect of the Goods supplied to the Buyer by the Company and the obligations under this guarantee shall not be affected by the granting of time or any other indulgence to the Buyer or by the compounding compromise, release, abandonment, waiver or variation of any of the rights of the Company against the Buyer or by any neglect or omission to enforce such rights or by any other thing which under the law relating to sureties would or might but for this provision release the Guarantor in whole or in part from his/her/its/their obligation under this guarantee.
 - (v) The Guarantor agrees that the Company shall have the right to complete and have registered a mortgage over any property owned by the Guarantor (including any land acquired in the future) to secure monies owed by the Buyer or the Guarantor, and the Company shall also have the right to register a caveat against any such property pursuant to this guarantee and the Guarantor hereby irrevocably appoints the Company as the Guarantor’s attorney for the purpose of executing and perfecting such mortgage.
 - (vi) That until all monies owed by the Buyer to the Company have been paid in full, the Guarantor will not be entitled on any grounds whatsoever to be subrogated to the Company for the payment of all or part of those monies.
 - (vii) In the event of there being more than one Guarantor, then the obligations of the Guarantors shall be joint and several and the liability of the parties executing this Personal Guarantee shall not be affected by the refusal or failure of any of the intended Guarantors to sign the Personal Guarantee.
 - (viii) Although as between the Buyer and the Guarantor, the Guarantor may be a surety only, yet as between the Guarantor and the Company and the Guarantor shall be deemed to be a principal debtor and shall not be released by any matter or thing the happening of which would otherwise release one liable as a surety only. To the fullest extent permitted by the law the Guarantor hereby waives such of the rights of the Guarantor as surety or indemnifier (legal equitable statutory or otherwise) which may at any time be inconsistent with any of the provisions of this guarantee.
 - (ix) That this Guarantee will remain in full force and effect until all monies owed from time to time by the Buyer to the Company have been paid in full.
 - (x) The Guarantor acknowledges that the application to open a credit account, of which this Guarantee forms part, must be approved by the Company, and to enable the Company to assess such application, the Guarantor specifically agrees that any credit reporting agency is authorised to provide to the Company any credit information file held by it in relation to the Guarantor, and to disclose any personal information contained therein.
 - (xi) This guarantee shall in all respects be deemed to be a guarantee made in New Zealand and the construction, validity and performance of this guarantee shall be governed by New Zealand law and subject to the non-exclusive jurisdiction of the New Zealand Courts.
 - (xii) If any provision of this guarantee rendered void, unenforceable or otherwise ineffective by operation of law, that shall not effect the enforceability or effectiveness of any other provision of this guarantee.

DATED the _____ day of _____ 20____

SIGNED	DATE / / 20
SIGNED	DATE / / 20
SIGNED	DATE / / 20

PRINT NAME
PRINT NAME
PRINT NAME

IN THE PRESENCE OF:

WITNESS SIGNATURE:	NAME(print):	OCCUPATION:
ADDRESS	DATE:	20____