



ALPECO Ltd
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CUSTOMER ACCOUNT APPLICATION FORM

ENTITY DETAILS:

APPLICANT'S FULL LEGAL NAME

(i.e. not trading name): _____ ("the Customer")

(Please tick) Sole Trader Individual Partnership Ltd Company Other (please state): _____

Trading as: _____ Postal Address: _____

Physical Address: _____ Email: _____

Nature of Business: _____ Years in Business: _____

Telephone: _____ Fax: _____

Date of Birth: _____ Contact Name & Position: _____

OWNERSHIP: please insert Owner(s) / Director(s) Name(s) in full

1: _____ Address: _____

2: _____ Address: _____

IF LIMITED LIABILITY COMPANY - Address of Registered Office: _____

Date of Incorporation: _____ Incorporation No: _____

FINANCIAL & PROFESSIONAL ADVISORS:

Shareholders' Funds: _____ Paid Up: _____

Name of Accountant: _____ Solicitor: _____

Bank: _____ Branch: _____

Account No: _____

TRADE REFERENCES

Company _____ Contact Name _____

Phone Number _____ Account open since _____

General Description of Goods/Products/Services to be provided: _____

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to ALPECO Ltd. Trust that the above information is to the best of my/our knowledge true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer.

Signed _____ Print Name _____

Designation _____ Dated _____

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

1.1 "ALPECO" shall mean ALPECO Limited, or any agents or employees thereof.

1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from ALPECO.

1.3 "Products" shall mean:

1.3.1 All Products of the general description specified on the front of this agreement and supplied by ALPECO to the Customer; and

1.3.2 All Products supplied by ALPECO to the Customer; and

1.3.3 All inventory of the Customer that is supplied by ALPECO; and

1.3.4 All Products supplied by ALPECO and further identified in any invoice issued by ALPECO to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and

1.3.5 All Products that are marked as having been supplied by ALPECO or that are stored by the Customer in a manner that enables them to be identified as having been supplied by ALPECO; and

1.3.6 The above descriptions may overlap but each is independent of and does not limit the others.

1.4 "Products and Services" shall mean all products, goods, services and advice provided by ALPECO to the Customer and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by ALPECO to the Customer.

1.5 "Price" shall mean the cost of the Products and Services as agreed between ALPECO and the Customer and includes all disbursements eg charges ALPECO pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

2.1 Any instructions received by ALPECO from the Customer for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

3.1 The Customer authorises ALPECO to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products and Services provided by ALPECO to any other party.

3.2 The Customer authorises ALPECO to disclose any information obtained to any person for the purposes set out in clause 3.1.

3.3 Where the Customer is a natural person the authorities under clauses

3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

4.1 Where no price is stated in writing or agreed to orally the Products and Services shall be deemed to be sold at the current amount as such Products and Services are sold by ALPECO at the time of the contract.

4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of ALPECO between the date of the contract and delivery of the Products and Services.

5. PAYMENT

5.1 Payment for Products and Services shall be made immediately upon receipt of the Products and Services ("the due date").

5.2 Where agreed by ALPECO payment for Products and Services shall be made in full by the 20th of the month following and any payment over NZ\$500,00 might will require prepayment or a deposit before work is started or delivered. The 20th of the following month is the ("the due date").

5.3 Interest may be charged on any amount owing after the due date at the rate of 12.5% per month or part month.

5.4 Any expenses, disbursements and legal costs incurred by ALPECO in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

5.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6. QUOTATION

6.1 Where a quotation is given by ALPECO for Products and Services:

6.1.1 Unless otherwise agreed the quotation shall be valid for ninety (90) days from the date of issue; and

6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;

6.2 Where Products and Services are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products and Services.

7. RISK

7.1 The Products and Services remain at ALPECO's risk until delivery to the Customer.

7.2 Delivery of Products and Services shall be deemed complete when ALPECO gives possession of the Products and Services directly to the Customer or possession of the Products and Services is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.

7.3 The time agreed for delivery shall not be an essential term of this contract unless the Customer gives written notice to ALPECO making time of the essence.

8. AGENCY

8.1 The Customer authorises ALPECO to contract either as principal or agent for the provision of Products and Services that are the matter of this contract.

8.2 Where ALPECO enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract.

9. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

9.1 Title in any Products and Services supplied by ALPECO passes to the Customer only when the Customer has made payment in full for all Products and Services provided by ALPECO and of all other sums due to ALPECO by the Customer on any account whatsoever. Until all sums due to ALPECO by the Customer have been paid in full, ALPECO retains a security interest in all Products and Services provided by them to the Customer.

9.2 If the Products and Services are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products and Services shall remain with ALPECO until the Customer has made payment for all Products and Services, and where those Products and Services are mixed with other property so as to be part of or a constituent of any new Products and Services, title to these new Products and Services shall be deemed to be assigned to ALPECO as security for the full satisfaction by the Customer of the full amount owing between ALPECO and Customer.

9.3 The Customer gives irrevocable authority to ALPECO to enter any premises occupied by the Customer or on which Products and Services are situated at any reasonable time after default by the Customer or before default if ALPECO believes a default is likely and to remove and repossess any Products and Services and any other property to which Products and Services are attached or in which Products and Services are incorporated. ALPECO shall not be liable for any costs, damages, expenses or losses incurred by the

Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. ALPECO may either resell any repossessed Products and Services and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and Services and credit the Customer's account with the invoice value thereof less such sum as ALPECO reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

9.4 Where Products and Services are retained by ALPECO pursuant to clause 9.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

9.5 The following shall constitute defaults by the Customer:

9.5.1 Non payment of any sum by the due date.

9.5.2 The Customer intimates that it will not pay any sum by the due date.

9.5.3 Any Products and Services are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products and Services.

9.5.4 Any Products and Services in the possession of the Customer are materially damaged while any sum due from the Customer to ALPECO remains unpaid.

9.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.

9.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.

9.5.7 Any material adverse change in the financial position of the Customer.

10. PAYMENT ALLOCATION

10.1 ALPECO may in its discretion allocate any payment received from the Customer towards any invoice that ALPECO determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by ALPECO, payment shall be deemed to be allocated in such manner as preserves the maximum value of ALPECO's purchase money security interest in the Products and Services.

11. DISPUTES AND RETURN OF GOODS

11.1 No claim relating to the Products and Services will be considered unless made within seven (7) days of delivery.

12. LIABILITY

12.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon ALPECO which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on ALPECO, ALPECO's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

12.2 Except as otherwise provided by clause

12.1 ALPECO shall not be liable for:

12.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided by ALPECO to the Customer; and

12.2.2 The Customer shall indemnify ALPECO against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of ALPECO or

otherwise, brought by any person in connection with any matter, act, omission, or error by ALPECO its agents or employees in connection with the Products and Services.

13. WARRANTY

13.1 Manufacturer's warranty applies where applicable.

13.2 Any written warranty that ALPECO provide to the Customer will also form part of these terms and conditions of trade.

13.3 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Products and Services except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.

13.4 ALPECO does not provide any warranty that the Products and Services are fit and suitable for the purpose for which they are required by the Customer and shall not be liable if they are not.

14. CONSUMER GUARANTEES ACT

14.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products and Services from ALPECO for the purposes of a business in terms of section 2 and 43 of that Act.

15. MISCELLANEOUS

15.1 ALPECO shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

15.2 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.