

WSB Hamilton Ltd  
**Trading as Waikato Sandblasting Services**  
**Credit Application**

Name of organisation	
Type of organisation:            Company / Partnership / Trust / Sole Trader / Other _____ (circle appropriate type)	
Trading name	
Postal address	Post Code:
Physical address	Post Code:
Business phone	Mobile phone
Home phone	Facsimile
Company Number	GST Registration No
Any prior business name	
How long in this particular business	Expected monthly purchases (For Credit Limit Assessment) \$

<b>Communication</b>	
Please nominate someone to be a contact person for your organisation (all correspondence, job notifications and invoices will be emailed to contact person unless otherwise indicated)	
Full name:	
Postal address	Mobile phone
Contact phone	Facsimile
E-Mail address	Position
Email address for invoices & statements (if different from above)	

<b>Organisation Details</b>	
Address of registered office	
<b><u>If a Sole Trader ( Please complete):</u></b>	
Christian name	Middle name
Surname	Date of Birth
<b><u>Directors / Management ( If company or partnership – please complete)</u></b>	
Directors/Partners	
Full Name	Address
1	
2	
3	
<b><u>Ownership Name of Major shareholders (Companies only please complete)</u></b>	
	Address
1	
2	
3	

**Please complete for Trust and Estates (if appropriate) Exclusion of Liability – Independent Trustees**

The liability of each independent Trustee arising out of this application.

- (a) will not be an unlimited personal liability, but
- (b) will be limited to the assets of the trust or estate available in the ordinary course of administration of the trust or estate.

This exclusion of liability will not apply to any independent Trustee in relation to any loss incurred by WSB Hamilton Ltd as a result of any fraud or deliberate breach of trust by that trustee.

Names of Independent Trustees \_\_\_\_\_

**Credit Information**

Bank \_\_\_\_\_ Branch \_\_\_\_\_

Accountant \_\_\_\_\_

Solicitors \_\_\_\_\_

Name and account number of any previous accounts held with us or with another company in the WSB Group of companies by yourself or related party.

Name \_\_\_\_\_ Account Number \_\_\_\_\_ Date a/c last used if known \_\_\_\_\_ WSB Co \_\_\_\_\_

**Business Information – Description of Business / Occupation** (please give a brief description of your business or occupation)

\_\_\_\_\_

**Trade References** (Please supply details of businesses with which you operate or have operated a major trading account)

Please do not include credit card companies or utility companies (eg) telephone, power, gas.

1. Name of Supplier \_\_\_\_\_ Telephone No \_\_\_\_\_

2. Name of Supplier \_\_\_\_\_ Telephone No \_\_\_\_\_

3. Name of Supplier \_\_\_\_\_ Telephone No \_\_\_\_\_

Have proceedings for the recovery of debt, bankruptcy, or insolvency ever been brought against you or a related party?

- No
- Yes If yes, please provide details \_\_\_\_\_

**Personal Guarantee of Indebtedness (for Limited Liability Companies) To: WSB Hamilton Ltd .**

In consideration of WSB Hamilton Ltd giving credit to the customer in accordance with the attached application at the guarantor's request, the guarantor:

1. Guarantees the customer will perform all of the customer's obligations set out in the application which includes the annexed Terms of Trade:
2. Agrees:
  - (a) to be bound by the dispute resolution clause; and
  - (b) not to prove in any bankruptcy or liquidation of the customer in competition with WSB; and
  - (c) the failure of any person named as a guarantor to sign this guarantee will not invalidate the guarantee of those who do sign it.
3. Waives all rights as surety and accepts responsibility for the performance of the customer's obligations as if primarily liable for them.
4. Acknowledges and agrees that the guarantee in clause 1:
  - (a) is a continuing guarantee; and
  - (b) is jointly and severally (if there is more than one person named as guarantor): and
  - (c) will continue if the application is renewed or any of its terms (including the Terms of Trade) are changed: and
  - (d) will continue to be binding and at all times enforceable by WSB Hamilton Ltd even if the customer dies, is placed in liquidation or becomes insolvent (as the case may be):
  - (e) may be relied on by any successor of WSB Hamilton Ltd

Dated the \_\_\_\_\_ day of \_\_\_\_\_ year of \_\_\_\_\_

WARNING: You should take independent legal advice before signing this guarantee

- I/We have read this warning and I/we do not wish to take independent legal advice
- I/We have taken independent legal advice before signing this guarantee (delete one)

Guarantor one

Guarantor two

Full Name of Guarantor(s) \_\_\_\_\_

Residential Address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Signature: \_\_\_\_\_

Contact phone number: \_\_\_\_\_

**In the presence of** Witness

Full name of Witness: \_\_\_\_\_ Occupation: \_\_\_\_\_

Signature of Witness \_\_\_\_\_

**TERMS AND CONDITIONS OF TRADE**

Effective from April 2021

The following terms and conditions apply to credit facilities and all purchases of goods and services from any WSB Hamilton Ltd Company as defined in clause 1.6 below

**1 DEFINITIONS**

- 1.1 "Customer" means the Customer or any person acting on behalf of and with the authority of the Customer.
- 1.2 "Goods" means all goods and services provided by WSB to the Customer and without limitation shall include all charges for labour and work, hire charges, or any fee or charge associated with the supply of goods.
- 1.3 "Guarantor" means that person (or persons) or entity who agrees herein to be liable for the debts of the Customer.
- 1.4 "PPSA" means the Personal Property Securities Act 1999.
- 1.5 "Order" means an agreement between WSB and the Customer for WSB to supply goods and/or Services to the Customer.
- 1.6 "WSB" means WSB Hamilton Ltd, together with any other subsidiary and/or related company of WSB Hamilton Ltd Services from time to time.
- 1.7 "Quote" means a written offer from WSB to the Customer to supply Goods and Services for a specified price subject to the terms and conditions of such offer.

**2 TERMS OF SALE**

- 2.1 WSB will supply goods to you the Customer on these terms only unless WSB agrees otherwise in writing.
- 2.2 WSB may however amend these terms from time to time.
- 2.3 WSB are under no obligation to accept all or any of the Customers orders.

**3 ORDERS, QUOTES, ESTIMATES**

- 3.1 WSB may decline in whole or in part any orders at its sole discretion.
- 3.2 Where the terms of this contract are at variance with the order or instruction from the Customer this contract shall prevail.
- 3.3 A Customers acceptance of a Quote constitutes an agreement to purchase Goods or Services on these Terms and Conditions.
- 3.4 Quotes are prepared from the information supplied to WSB by the Customer,
- 3.5 WSB will not be liable nor will WSB be bound by the Quote where
  - a. The information is inaccurate or any information omitted and/or
  - b. Any variations made by the Customer which results in the work being different from that quoted.
- 3.6 Unless otherwise stated prices do not include GST
- 3.7 When goods are required in addition to the quotation the Customer agrees to pay the additional cost of such goods.
- 3.8 An estimate for price or quantities is not binding on WSB.
- 3.9 When the Customer purchases goods by quantity from WSB the supplied Goods shall be determined by the measurement of the Goods across the WSB weighbridge.
- 3.10 WSB will hold the Quote fixed for three months from the date of the Quote.
- 3.11 WSB may charge any cost increases at the end of the three month period.
- 3.12 WSB may charge any increased cost from the date of the Quote caused by any alteration or modification requested by the Customer after the date of the Quote or any increase in cartage rates as advised by the NZRT Association
- 3.13 The Quote must be accepted by the Customer in writing within 90 days unless WSB tells the Customer in writing that it has been withdrawn.
- 3.14 Once the Customer has accepted a Quote the Customer may not cancel it without WSB 's written consent. If WSB do provide their written consent to cancel, the Customer will be liable to refund to WSB all costs and expenses incurred by WSB in filling the order up to the date of cancellation.

**4 DELIVERY**

- 4.1 Where WSB do not undertake delivery, risk in the goods passes to the Customer at the time possession is given to the Customer or the Customers nominated carrier.
- 4.2 Where WSB do undertake delivery WSB are not a common carrier and do not undertake the obligations or liabilities of a common carrier.
- 4.3 Where WSB have agreed to leave a public road or street to deliver the goods to the Customer then; the Customer is responsible for providing suitable means of access and the Customer will be liable for all costs, damages and expenses incurred (including consequential loss) if the Customer fails to provide suitable means of access.
- 4.4 WSB reserve the right to refuse to deliver goods to the Customer if in WSB's opinion or in the opinion of WSB's representative there is no suitable access.
- 4.5 WSB may charge the Customer normal hourly truck hire rates for delays caused by the Customer, or the Customer's agents or contractors.
- 4.6 The Customer must pay all delivery and insurance charges (if any)

**5 CUSTOMER PROPERTY**

- 5.1 All Customers property supplied to WSB by or on behalf of the Customer will be held at the customers' risk

**6 DISCOUNT**

- 6.1 Where the Customer receives a discount based on volume for Goods or services and the Customer fails to purchase the total volume of Goods or services WSB reserves the right to withdraw such discount.

**7 PAYMENTS**

- 7.1 The Customer must pay the price and other charges on the 20th of the month following the date of purchase or service.
- 7.2 WSB may however require the Customer to pay sooner possibly before the goods are sent to the Customer.

**8 WORKERS LIEN**

- 8.1 The Customer acknowledges that WSB has a workers lien over any of the Customers equipment upon which services have been performed in order to secure the obligations the Customer has to pay for such services and any other obligations.

**9 SECURITY INTEREST**

- 9.1 In addition to the lien referred to in clause 8.1 the Customer grants to WSB a security interest over any goods or any property belonging to the Customer that is in the possession of WSB for all sums outstanding under this contract.
- 9.2 If the security interest is not satisfied within 7 days of the due date WSB may having given notice of the security interest at its option either
  - (a) remove such goods or property and store them in such a place and in such a manner as WSB shall think fit and proper and all the risk and expense of the Customer Or
  - (b) sell such goods or property or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the security interest and costs of sale without being liable to any person for damage caused.

**10 ABANDONED GOODS**

- 10.1 Without prejudice to WSB 's rights under clauses 8 and 9, if the Customer does not collect the Goods within 90 days of WSB completing the galvanizing, WSB may sell the Goods to a scrap metal dealer or other purchaser and apply the proceeds of sale as follows:
  - (a) in payment of any amount owed by the customer to WSB;
  - (b) to meet WSB 's storage costs of the Goods at the rate of 50c per kilogram per month from the date the goods were ready to be collected until the date of sale;
  - (c) forfeiture of the balance of the funds to WSB subject to the Customer's right to request that the balance be paid to the Customer.

**11 CREDITS**

- 11.1 If WSB are holding any monies payable to the Customer or WSB have given the Customer a credit such monies or credit may be applied in reduction of any debt owing by the Customer to any other Company in the WSB Group

**12 OWNERSHIP**

- 12.1 WSB will remain the owner of the goods the Customer purchases from them until all sums the Customer owes to WSB or to any WSB Group Company for any reason are paid in full, and even if the Customer incorporates the goods with other products.
- 12.2 WSB can always enter premises where the goods are located (or where WSB believe them to be located) and take possession of and/or remove them while WSB remain the owner.
- 12.3 If the Customer wishes to resell any goods before the Customer becomes the owner, the Customer may do so only if the sale is genuine and made in the ordinary course of the Customers business The Customer must promptly account to WSB for the proceeds of the sale and will hold any proceeds on trust for WSB until the Customer does so.

**13 OVERDUE PAYMENT**

- 13.1 The Customer must pay default interest at the rate of 2.5% per month on overdue payments calculated from the date payment is due until WSB receive payment.
- 13.2 WSB may review their default rate from time to time.
- 13.3 The Customer must immediately pay all costs (including collection agency and legal costs) incurred by WSB in collecting or attempting to collect the Customers overdue payments.
- 14 **OUR RIGHTS**
- 14.1 If a Default Event occurs then;
  - (a) WSB will be entitled to cancel all or part of the Customer's orders which have not been delivered in full; and
  - (b) All amounts the Customer owe WSB whether due for payment or not will be immediately due and payable; and WSB may reclaim goods in the Customers possession or control and dispose of them for WSB's own benefit as WSB think fit.
- 14.2 For the purposes of this clause a 'default event' occurs if
  - (a) A payment by the Customer is overdue: or
  - (b) In WSB's opinion the Customer is unlikely to be able to pay their debts immediately

**15 WARRANTIES**

- 15.1 WSB warrant that the goods supplied by them are free from defects.

- 15.2 All other guarantees, warranties and representations in relation to the goods or their supply are excluded except the extent that WSB can not lawfully exclude them.

**16 CONSUMER GUARANTEES ACT 1993**

- 16.1 When the Customer purchases goods or services from WSB for business purposes, then the guarantees and rights expressed or implied in the Consumer Guarantees Act in the Customers favour do not apply to the goods or services.

**17 LIMITATION OF LIABILITY**

- 17.1 WSB will not be liable for any in direct or consequential loss incurred by the Customer as a result of any act or omission by WSB.
- 17.2 WSB will not be liable to the Customer for failure to deliver by specified date, or for loss caused by anything which is beyond WSB 's reasonable control
- 17.3 WSB 's liability to the Customer is otherwise limited to the value of the goods and or services supplied by WSB and associated with the Customers claim.
- 17.4 WSB may at their option and as appropriate either:
  - (a) Replace defective goods or
  - (b) Pay the Customer the price (excluding gst) the Customer paid WSB for the goods and or services
- 17.5 WSB will not however accept responsibility for any defective goods, unless;
  - (a) The Customer notify WSB of the defect within 14 days of the Customer receiving the goods, and
  - (b) The Customer allow WSB to fully investigate their claim
- 17.6 This clause will not apply to the extent that the law prohibits WSB from limiting their liability

**18 WAIVER**

- 18.1 If WSB delay or do not exercise any of their rights or remedies that will not be a waiver of the right or remedy.
- 18.2 Any waiver or consent WSB gives you the Customer must be in writing and will be effective only in the specific instance and for the specific purpose for which it is given.

**19 SEVERABILITY**

- 19.1 If part of this agreement is deemed to be invalid, illegal or unenforceable the validity existence legally and enforceability of the remaining provisions shall not be affected prejudiced or impaired.

**20 PERSONAL PROPERTY SECURITIES ACT**

If WSB register their security interest on the Personal Properties Securities Registrar you the Customer waiver the requirement to receive a copy of the Registration Verification statement. The Customer also waives any rights it may have under sections 114(1)(a), 116, 120(2), 121, 125, 129, 131 and 133 of the Personal Property Securities Act 1999.

**21 ASSIGNMENT**

- 21.1 The Customer shall not assign all or any of its rights or obligation under this agreement without the written consent of WSB.

**22 GOVERNING LAW**

- 22.1 These terms will be governed by New Zealand Law and you the Customer agree to submit to the exclusive jurisdiction of the New Zealand Courts.

**23 GUARANTORS**

- 23.1 Any personal guarantee made by any third party shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and Customer shall be jointly and severally liable under the terms and condition of this contract.

**24 MISCELLANEOUS**

- 24.1 Any notices to the Customer may be given by posting the notice to the Customer last known postal address or by faxing notice to Customers last known facsimile number or by email message sent to Customers last know e mail address.

**25 WEBSITE**

- 25.1 All goods and services which are displayed on the WSB Website are subject to WSB's Terms and Conditions of Trade

**26 DISPUTE RESOLUTION**

- 26.1 Both WSB and the Customer must first discuss the dispute and in good faith try and settle it between themselves, and if they can't resolve the dispute, they must then refer it to mediation by a LEADR qualified person. This clause will not apply to application by either WSB or the Customer for urgent interlocutory relief.

## All Customers

I/We confirm that the information provided is true and correct and that no relevant information has been withheld.

And that it may be held and used by WSB to enable it to; consider this application; administer my/our account (if the application is approved); monitor my/our creditworthiness on an ongoing basis; recover any monies due to WSB by me/us or to assist WSB in the exercise of any of its other rights, powers and remedies.

I/We are aware that the Terms apply to any credit facilities and all purchases made by me/us from any company which is part of the WSB Group of Companies as defined clause 5(b) of these Terms.

I/We are aware that the Terms are subject to change at any time by notice to me/us.

I/We understand that WSB Hamilton Ltd does not need to provide a reason should my/our application be declined.

I/we agree to make all payments due to WSB by the due date, and if payment is not made by the due date that (without limiting WSB's other rights, powers and remedies) I/We agree to pay interest specified in the Terms. I/We authorise any person to provide WSB with such information as you may require in response to your credit and/or employment enquires and this authorisation may be produced for the purposes of making such enquires. I/we further authorise you to furnish to any other person details of this application and any subsequent dealings that I/we may have with WSB as a result of this application being accepted by you.

You are under no obligation to give us, or authorise the release of the information we have asked for but if you fail to do so we may limit the extent of credit allowed.

We will use your personal information for purposes relating to your dealings with us and our related companies including direct marketing. You authorise us to release your personal information to third parties for those purposes.

I/we agree to continue to make at all times full and accurate disclosure to WSB of any information that may materially affect WSB's decision to continue granting a credit facility.

I/We have read and understand and agree to be bound by the Terms and Conditions set out overleaf.

I/we warrant that each person's signature appearing on this agreement is duly authorised by the Customer to apply for credit and sign this agreement.

SIGNATURE OF CUSTOMER (please sign) \_\_\_\_\_

Date \_\_\_\_\_

NAME OF SIGNATORY \_\_\_\_\_

POSITION OF SIGNATORY \_\_\_\_\_

***Please return all 4 completed pages to  
accounts@waikatosandblasting.co.nz***

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### OFFICE USE ONLY

ACCEPTANCE OF APPLICATION

MANAGERS SIGNATURE \_\_\_\_\_

CREDIT CHECK COMPLETED \_\_\_\_\_

CREDIT LIMIT APPROVED \$ \_\_\_\_\_

Load PPSR Yes / No (Circle)

ACCEPTANCE OF FINANCE MANAGERS SIGNATURE \_\_\_\_\_

***All information will be held by WSB at its business address. You can contact WSB at the address and telephone numbers set out above to confirm how you can inspect the information and if you believe any information is incorrect you may request WSB to correct it.***