



ACCOUNT APPLICATION FORM

Potter Interior Systems

CSR Building Products (NZ) Limited

Potter Interior Systems
0800 POTTERS
info@potters.co.nz
www.potters.co.nz

Auckland Branch (and Head Office)

393 Church Street, Penrose
PO Box 13 451, Onehunga 1643
09 579 1338

Hamilton Branch

127A Maui Street, Pukete
PO Box 10 372 Te Rapa, 3241
07 846 0050

Wellington Branch

20 Hutt Road, Petone
PO Box 33 338, Petone 5046
04 568 8855

Christchurch Branch

37 Kingsley Street, Sydenham 8023
PO Box 12244, Beckenham 8242
03 338 8763





393 Church Street, Penrose
Auckland, New Zealand
PO Box 13451, Onehunga
Auckland, New Zealand
0800 POTTERS
P: 64 9 579 1338
www.potters.co.nz
info@potters.co.nz

The following information submitted is support of an Application to open a credit account with CSR BUILDING PRODUCTS (NZ) LIMITED (here in after together with its successors and assigns called "CSR")

Type of Applicant (Tick One)

Company
Please complete Panels A and D

Partnership/Sole Trader
Please complete Panels B and D

Private Individual
(Account for private use)
Please complete Panels C and D

A COMPANY APPLICANTS

1. Company Name

Trading Name (if any)

2. Registered Office

3. Address of Business

4. Phone Number

5. Company's Office Reg No.

6. Nature of Business

7. Paid Up Capital

8. Year of Incorporation

9. Bankers and Branch

10. Solicitors

11. Accountants

12. Full Names of Directors and Shareholders

Surname

First names

Date of birth

Phone

Home address

Previous address
If less than 2 years
at current address

Surname

First names

Date of birth

Phone

Home address

Previous address
If less than 2 years
at current address

Surname

First names

Date of birth

Phone

Home address

Previous address
If less than 2 years
at current address



B PARTNERSHIP/SOLE TRADER APPLICANTS

1. Name of Applicants (if partnership, give full details of all partners)

Surname

First names

Date of birth Phone

Home Address

Previous address
If less than 2 years at
current address

Surname

First names

Date of birth Phone

Home Address

Previous address
If less than 2 years at
current address

Surname

First names

Date of birth Phone

Home Address

Previous address
If less than 2 years at
current address

Surname

First names

Date of birth Phone

Home address

Previous address
If less than 2 years at
current address

2. Trade Name of Business

3. Address of Business Premises

4. Accountants

5. Solicitor

6. Banker and Branch

C PRIVATE INDIVIDUAL APPLICANTS

1. Name of Applicant

Surname

First names

2. Date of birth Phone

3. Home address

Previous address
If less than 2 years at
current address

5. Occupation

6. Employer

7. Employer Address

D ALL APPLICANTS TO COMPLETE

1. Mailing address

Street address or PO Box

Suburb

City

Postcode

Phone

Mobile

Contact

Position

Email

2. Email Address for Invoices and Statements

Invoice

Statement

3. Amount of Credit Required

Your attention is drawn to the Terms of Credit attached and in particular clauses 11, 12, 13, 14 and 15.

4. Company Trade References (at least 3)

Company Name

Company Address

Contact Name

Contact Phone

Company Name

Company Address

Contact Name

Contact Phone

Company Name

Company Address

Contact Name

Contact Phone

SIGNATURES

Sole Traders, Partnerships and Individuals

I/we (Full name of person(s) signing)

acknowledge that I/we have read and agreed to the terms of credit. I/we authorise any person or company to provide CSR such information as CSR may require in response to its credit enquiries. I/we authorise CSR to furnish any third party details of this application and any subsequent dealings that I/we may have with you as a result of this application being actioned by CSR.

Signed

Signed

Signed

Date

Companies

For and on behalf of applicant by its Directors and/or Secretary

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Signed

Signed

Signed

Date

NOTICE TO APPLICANTS/SIGNATORIES

You are entitled access to any personal information held by CSR about you. You may request the correction of any personal information held by CSR. If a correction is not made, you may request that there be attached to such personal information a statement of the correction sought.



POTTER INTERIOR SYSTEMS - TERMS AND CONDITIONS OF TRADE

1 Interpretation and Definitions

1.1 Interpretation – These conditions of sale are entered into on behalf of and are intended to bind and ensure to the benefit of the company and the company's successors and assigns.

1.2 Definitions – In these conditions unless the context otherwise requires: "the Company" means Potter Interior Systems; "the Customer" means the person, firm or company buying the goods from the Company; "goods" means the products, being purchased by the Customer from the Company; "the contract" means the contract between the Company and the Customer for the purchase of the goods; "the date of the contract" means: where the contract arises from a quotation given by the Company, the date of acceptance of the order by the Company; or Where the contract arises from a quotation given by the Company, the date upon written notification of acceptance of the quotation is received by the Company; "the contract price" means the price of goods as agreed between the Customer and the Company, subject to any variation in accordance with clauses 1-5; "person" includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term. Manager is the companies appointed decision maker.

2 Quotation

2.1 The Customer may request a Quotation from Potter Interior Systems setting out the price and quantity of the Goods to be supplied. If the Quotation is acceptable to the Customer, the Customer may place an order.

2.2 If the order is not placed with Potter Interior Systems within (30) days of the date of the Quotation then the Quotation shall be subject to further written confirmation by Potter Interior Systems in its absolute discretion. Prices quoted are for the quantity requested. Potter Interior Systems may in its absolute discretion vary the price if the order quantity is different from that contained in the Quotation.

3 Acceptance

3.1 If any instruction is received by the Seller from the Customer for the supply of Goods and/or Services it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the Manager.

3.2 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Manager of the Seller in writing nor is the Seller bound by any such unauthorised statements

3.3 No order once accepted by the Company may be cancelled and varied by the Customer except by written agreement of the Company. 4 Terms and Conditions These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the Customer after the date and time at which these conditions are first delivered or sent by telex or facsimile to or otherwise brought to the notice of any employee, staff member or representative of the Customer or, in the case of posting, on the day following posting to any of the Customer's postal or street addresses. It shall be the Customer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Customer and accordingly any order made by the Customer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

5 Price

5.1 The Price shall be as indicated on invoices provided by the Seller to the Customer in respect of Goods supplied; or

5.2 The Price shall be the Price of the Seller's current Price at the date of delivery of the Goods; or

5.3 The Price of the Goods shall include any costs of loading and packing of the Goods

5.4 Time for payment for the Goods and/or Service shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due on delivery of the Goods

5.5 The Customer agrees that the cost Price shall be determined by the Seller, and shall take into consideration "one-off" costs such as design and production

5.6 The Company reserves the right to implement a surcharge for alterations to specifications of products after the order has been placed

6 Delivery and Risk

6.1 The Company reserves the right to deliver by installments and each installment shall be deemed to be a separate contract under the same provisions as the main Contract. Should the Company fail to deliver or make defective delivery of one or more installments this shall not entitle the Customer to repudiate the main Contract.

6.2 The Company may charge storage and transportation expenses if the Customer fails or refuses to take or accept delivery or indicates to the Company that it will fail or refuse to take or accept delivery at the time specified in the Contract or at any other times as the Company is able to deliver the goods.

6.3 Delivery of 10% more or less in the quantity of the goods ordered by the Customer shall constitute performance of any part of the Contract, the amount under or over supplied is to be deducted or charged for at prorate.

6.4 Proof of delivery information will not be provided beyond sixty (60) days from the date of invoicing.

6.5 Delay: If any time for delivery shall be stated in the Contract, such time shall be approximate only and shall not be deemed to be of the essence of the Contract.

6.6 The Company shall not be liable for failure to deliver or for any delay in delivery where such failure or delay is occasioned directly or indirectly by any cause or causes whatsoever, beyond the Company's reasonable control.

6.7 If the manufacture, supply or delivery of the goods is delayed by reason of or as a result of any act, omission, default or request by or on behalf of the Customer, the Company may, without prejudice to its other rights and remedies, require payment by the Customer of part portion of the Contract Price as represents the extent to which the Company has performed the Contract or carried out work required by the Contract up to the date such payment is required together with any expenses or additional costs incurred by the Company as a result of such delay. In the event of such delay continuing beyond a reasonable time, the Company may, without prejudice to its other remedies, terminate the Contract.

6.8 Where the Seller has not received or been tendered the whole of the Price, or where a bill of exchange or other negotiable instrument or the like has been dishonoured, the Seller shall have:(a) lien on the Goods;(b) the right to retain them for the Price while the Seller is in possession of them;(c) a right of stopping the Goods in transit whether or not delivery has been made or ownership has passed; and(d) a right of resale;(e) the foregoing right of disposal, provided that the lien of the Seller shall continue despite the commencement of proceedings or judgement for the Price having been obtained

7 Payment, Late Payment, Default of Payment and Consequences of Default of Payment

7.1 The method of payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Customer and the Seller

7.2 Subject to any provision to the contrary in the Contract, payment (being cash unless otherwise arranged in advance and confirmed in writing by the General Manager or his appointee) shall be received on or before the 20th day of the month following the date of the Company's invoice to the Customer which invoice shall be issued promptly on or after delivery of the goods

7.3 The Customer shall not be entitled to withhold payment or to make any deductions from or setoff against the Contract Price without the prior or written consent of the Company. The Customer waives the right to withhold payment pending the resolution of any dispute between the Customer and Seller.

7.4 Late payment shall incur interest at the rate of 18% per annum calculated on a daily basis shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by the Company but without prejudice to the Company's other rights or remedies in respect of the Customer's default in failing to make payment on the due date.

7.5 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Seller from and against all the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the costs of collection.

7.6 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment); the Seller may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Customer for any

loss or damage the Customer suffers because the Seller exercised its rights under this clause.

7.7 If any account remains unpaid at the end of the second month after supply of the Goods or Services the following shall apply: An immediate amount of the greater of \$100.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable.

7.8 In the event that:(a) any money payable to the Seller becomes overdue, or in the Seller's opinion(b) the Customer will be unable to meet its payments as they fall due; or the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer; then without prejudice to the Seller's other remedies at law(l) the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and all amounts owing to the Seller shall, whether or not due for payment, immediately become payable

8 Governing Laws

8.1 These Terms of Trade will be interpreted in accordance with and governed by the laws of New Zealand and New Zealand Courts will have exclusive jurisdiction over any dispute in relation to the Goods or these Terms of Trade If the Items / Goods shall be lost or damaged the Customer shall reimburse the Seller for the cost of the Goods.

9 Dispute Resolution

9.1 The Company will endeavour to resolve any dispute between the Customer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

9.2 The Customer agrees that any court proceedings taken against Company shall be undertaken in the Court district nearest to the Company unless a mutually agreed upon alternative is chosen.

10 Property

10.1 Notwithstanding the granting of credit, the passing of risk, the giving of possession, or delivery, full property (being both legal and equitable title) in the goods shall remain with the Company until the contract price and all other monies owing have been paid in full. Until property in the goods has passed to the Customer the Customer shall hold the goods as the fiduciary agent and the bailee of the Company and shall ensure that the goods are (to the greatest extent practicable) kept separate and identifiable as the property of the Company and shall take all reasonable care in the storage and handling of the goods. Notwithstanding anything herein contained, the Bailer may not incorporate the goods in or with any other goods.

11 Reservation of Title

11.1 Ownership and title of the goods remains with Potter Interior Systems until the purchased price and all other monies owing by the Customer, under the contract or any other contract to Potter Interior Systems have been paid notwithstanding that the goods may have already been delivered to the Customer.

11.2 In the event that any goods supplied by Potter Interior Systems are sold by the Customer prior to payment in full of any amount outstanding to Potter Interior Systems, the proceeds of such sale will be the property of Potter Interior Systems and the Customer as Potter Interior Systems agent will hold the proceeds of such sale on trust on account of Potter Interior Systems.

12 Personal Property Security Act 1999

12.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:(a) These terms and conditions constitute a security agreement for the purposes of the PPSA; and(b) A security interest is taken in all Goods previously supplied by the Seller to the Customer (if any) and all Goods that will be supplied in the future by the Seller to the Customer during the continuance of the parties relationship;

12.2 The Customer undertakes to:(a) sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;(b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;(c) not register a financing change statement or a change demand

without the prior written consent of the Seller;(d) give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice); and(e) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.(f) The Seller and the Customer agree that nothing in sections 114(1) (a), 133 and 134 of the PPSA shall apply to these Terms and Conditions.(g) The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 128, 129, 131 and 132 of the PPSA.Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

13 Warranty

13.1 The Company warrants that it will repair or make good any defects in the goods if written notice of the claim is received by the Company within (7) Days from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by Company, or if the defective goods have been modified or incorrectly stored, maintain or used, If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the Customer shall be responsible at its cost and risk for shipment of the defective goods to the place specified. If the Company fails to perform its warranty obligations under this clause 12, liability for such failure shall be subject to the limitation contained in Clause 14.13.2 The Company may at its own discretion call upon the Manufacturer or supplier of the goods or service to become party to the warranty resolution and the Customer will co-operate with the terms of this process.

14 Liability

14.1 The Company shall not be liable for any loss of any kind whatsoever suffered by the Customer as a result of any breach of any of the Company's obligations under the contract including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors nor shall the Company be liable for any loss, damage or injury caused to the Customer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Customer shall indemnify the Company against any claim by any such person.

14.2 Notwithstanding anything else in the contract, the liability of the Company, arising from breach of any of the Company's obligations under the contract, from any cancellation of the contract or from any negligence on the part of the Company, its servants, agents or contractors shall be limited to damages which shall not in total exceed the contract price.

14.3 The company shall not be required to match component in its entirety other than to ensure it is in a functional state.

15 Waiver and Assignment

15.1 All original rights, powers, exemptions and remedies of the Company shall remain in full force notwithstanding any neglect, tolerance or delay in the enforcement thereof. The Company shall not be deemed to have waived any condition unless such waiver shall be in writing under signature of the Company and any such waiver, unless the contrary shall be stated, shall apply and operate only in a particular transaction, dealing or matter. The Customer may not assign all or any of its rights or obligations under the contract without prior written consent of the Company.

16 Consumers Guarantees Act 1993

16.1 It is agreed and acknowledged by the Customer that where the goods supplied under this contract are for the purposes of a business the provisions of the Consumer Guarantees Act 1993 shall not apply.

17 Privacy Act

17.1 The Customer and the Guarantor/s (if separate to the Customer) authorises the Seller to collect, retain and use any information about the Customer, for the purpose of assessing the Customers creditworthiness or marketing any Goods and Services provided by the Seller to any other party. 17.2 The Customer authorises the Seller to disclose any information obtained to any person for the purposes set out in clause (above clause) 17.3 Where the Customer is a natural person the authorities under (clause 19.1 & 12.2) are authorities or consents for the purposes of the Privacy Act 1993.



CSR BUILDING PRODUCTS (NZ) LIMITED

Notes to customers to accompany an account/credit application.

PERSONAL GUARANTEES

CSR welcomes you as a customer, or if you are an existing customer, acknowledges its appreciation of your custom and your continued use of CSR Building Products.

In any business operation it is important to the maintenance of mutual confidence and continued supply, that credit be extended in a responsible manner. Prompt payment by debtors is vital to the survival, let alone profitability of any business and, from a customer's point of view, important to the continued supply of product at competitive prices. For this reason, it is important that where customers conduct business in the name of a limited liability company, that CSR be confident, that company is in a position to ultimately meet its liabilities. The only way to do this is by the guarantee of a third party, in this case, the principal shareholders of the company.

For this reason, unless you are a listed public company, personal guarantees of your principal shareholders (in the case where this is a family owned company, by husband and wife) are required. Where the guarantee is signed by a wife or partner who is not fully cognisant of the operation of the company's business, such guarantor may be advised to obtain independent advice from a solicitor, particularly if the customer is incurring a substantial liability.

CSR is happy to discuss the obligations under a personal guarantee liability with any of its customers or with their legal or accountancy advisers. It should be clearly understood that if a customer is a company, and the company does not pay its debts then the guarantor as a co-principal debtor will be immediately liable for such nonpayment. In other words, the liability of the guarantor is both immediate, and direct.

CSR Building Products (NZ) Limited

Potters Account Manager



DEED OF GUARANTEE

CSR BUILDING PRODUCTS (NZ) LIMITED (CSR) has agreed to supply goods and services and to extend credit to the person/partnership/company named and described in Item B of this Guarantee below ("the Debtor"). CSR has requested the person named and described in Item A of the Schedule ("Guarantor") to guarantee and the Guarantor hereby agrees to guarantee payment to CSR on demand of all monies now due or which may at any time in the future fall due by the Debtor to CSR relating to the provision of credit by CSR to the Debtor.

AND IS HEREBY AGREED

1. This guarantee shall be a continuing guarantee and shall not be wholly or partly discharged by any monies which may at any time or times hereafter be received by CSR to the credit of the said Debtor.
2. CSR may at any time refuse further credit or supplies of goods and services to the Debtor.
3. The Guarantor shall be deemed to be liable as principal and the Guarantor shall not be released by any matter act or thing the happening of which could release the Guarantor liable only as surety.
4. The Guarantor further agrees to keep CSR fully protected and indemnified against all loss suffered by CSR as a result of CSR extending credit to the Debtor, or as a result of any incapacity or insufficiency of authority on the part of the Debtor or person.
5. Where there is more than one Guarantor the provisions hereof shall apply to each Guarantor on a joint and several basis.

Name of Company

Executed As A Deed This Date

Item A: Full Name, address and description of Guarantor/s

Item B: Full Name, address and description of Debtor

If the Guarantor is a Company

If the Guarantor is an Individual

Signed by guarantor

Signed by guarantor