



948 Wilsons Crossing Road
 RD 1
 Winton 9781
 Phone: (03) 221 7134
 Cellphone: 0274 361 300
 Email: admin@envirotechsolutions.co.nz

CREDIT APPLICATION FORM

Please Complete all Relevant Sections

All Applicants to Complete this Section

| | |
|---|--------|
| Account Name: | |
| Postal Address: | |
| Delivery Address: | |
| Phone Numbers: (1) | (2) |
| Fax: | |
| Email Address: | |
| Credit References (please specify 3) | |
| Name: | Phone: |
| Name: | Phone: |
| Name: | Phone: |
| Credit Limit Applied for: (Please specify) | \$.00 |
| <i>Please Fill in this Section if Limited Company</i> | |
| Registered Company Name: | |
| Period of Trading Under Present Owners: | |
| Accounts Payable Contact: | Phone: |
| Address of Registered Company Office: | |

Agreement:

I/We confirm that the particulars set out are true and I/we have never committed any act of bankruptcy, nor suffered any warrant to be levied against me and I/we further declare I/we am not an undischarged bankrupt, the spouse of an undischarged bankrupt, or have 'traded' in a business which now has an undischarged bankrupt classification, or been placed in receivership or liquidation.

| | |
|-----------------------|-------|
| Applicants Name: | Date: |
| Applicants Signature: | |

STANDARD TERMS AND CONDITIONS OF SALE

The following terms shall be incorporated into each contract entered into between the Customer and ENVIROTECH SOLUTIONS LTD for the supply of Goods.

1. PRICE

- 1.1 The price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by ENVIROTECH SOLUTIONS LTD.
- 1.2 In addition, the price may be increased by an amount necessary to take account of any costs incurred by ENVIROTECH SOLUTIONS LTD as a result of the method of payment used by the Customer, including, without limitation, any credit card transaction costs.
- 1.3 The Customer is bound to pay the price from the time that ENVIROTECH SOLUTIONS LTD accepts the Customer's order such acceptance to be in writing. Each accepted order shall, subject to clause 3.2, constitute a separate contract. A quotation does not give rise to a binding contract until the Customer places an order which is subsequently accepted by ENVIROTECH SOLUTIONS LTD.
- 1.4 Alterations to any price list shall be effective from the date specified by ENVIROTECH SOLUTIONS LTD at the time of giving notice to the Customer.

2. PAYMENT

- 2.1 Payment is due by the 20th of the month following the date of delivery pursuant to clause 3 unless ENVIROTECH SOLUTIONS LTD has agreed otherwise in writing.
- 2.2 ENVIROTECH SOLUTIONS LTD may impose a credit limit at its discretion, and alter the credit limit without notice. Where the credit limit is exceeded, ENVIROTECH SOLUTIONS LTD reserves the right to refuse to supply Goods to the Customer.
- 2.3 The Customer may not withhold payment or make any deductions from or set off any amount against any Amount Owing without ENVIROTECH SOLUTIONS LTD's prior written consent.

3. DELIVERY

- 3.1 Delivery shall be made at ENVIROTECH SOLUTIONS LTD's premises and shall take place at the time when the Goods are made available for despatch at ENVIROTECH SOLUTIONS LTD's premises. If at the Customer's request, ENVIROTECH SOLUTIONS LTD subsequently arranges transportation, storage or insurance of the Goods, ENVIROTECH SOLUTIONS LTD does this as the Customer's agent. The Customer shall indemnify ENVIROTECH SOLUTIONS LTD for any liability or cost incurred by ENVIROTECH SOLUTIONS LTD in providing this service, and shall pay ENVIROTECH SOLUTIONS LTD the amount of such liability or cost immediately upon receiving notice from ENVIROTECH SOLUTIONS LTD of such amount (except where the parties agree in writing that ENVIROTECH SOLUTIONS LTD is responsible for such costs).
- 3.2 ENVIROTECH SOLUTIONS LTD may deliver the Goods by instalments, and each instalment shall be treated as a separate contract under these standard terms and conditions of sale.
- 3.3 If ENVIROTECH SOLUTIONS LTD fails to deliver or makes defective delivery of part of the Goods, this does not entitle the Customer to cancel the separate contract for that particular instalment (if applicable), or the contract for all of the Goods or any other contract.
- 3.4 Any time stated for delivery is an estimate only. ENVIROTECH SOLUTIONS LTD is not liable for any delay in delivery.

4. RISK AND OWNERSHIP

- 4.1 Risk of any loss, damage or deterioration of or to the Goods passes to the Customer on delivery in accordance with clause 3.1.
- 4.2 Subject to clause 5.1 and the following provisions, ownership of the Goods remains with ENVIROTECH SOLUTIONS LTD and does not pass to the Customer until the Customer:
 - (a) pays the Amount Owing and any other moneys owing by the Customer to ENVIROTECH SOLUTIONS LTD from time to time, whether in relation to any contract entered into on these standard terms and conditions of sale or on any other account whatever ("Customer's Indebtedness"); or
 - (b) resells the Goods pursuant to the authority granted by these terms.
- 4.3 Where Goods are processed prior to repayment of the Customer's Indebtedness, ownership of those products and/or such part or parts as are identifiable as being substantially derived from Goods supplied by ENVIROTECH SOLUTIONS LTD ("Processed Goods") shall remain with ENVIROTECH SOLUTIONS LTD until the earlier of payment of the Customer's Indebtedness or such time as such Processed Goods have been sold by the Customer pursuant to these standard terms and conditions of sale.
- 4.4 While ownership of the Goods or Processed Goods remains with ENVIROTECH SOLUTIONS LTD:
 - (a) the Customer must store them separately and clearly identify them as belonging to ENVIROTECH SOLUTIONS LTD;
 - (b) ENVIROTECH SOLUTIONS LTD authorises the Customer in the ordinary course of its business to use the Goods and the Processed Goods or sell them for full consideration. This authority is revoked from the time that:
 - (i) an Event or Default occurs; or
 - (ii) ENVIROTECH SOLUTIONS LTD notifies the Customer in writing that this authority is revoked.
 - (c) as the Customer's agent, ENVIROTECH SOLUTIONS LTD may enter the premises where the Goods or Processed Goods are stored and removed them, without being responsible for any damage caused in doing so. ENVIROTECH SOLUTIONS LTD may resell any of the Goods or Processed Goods and applying the proceeds of sale in reduction of the Customer's Indebtedness; and
 - (d) the Customer must advise ENVIROTECH SOLUTIONS LTD immediately of any Event of Default or any action by third parties (including any of its creditors) affecting ENVIROTECH SOLUTIONS LTD's interest in the Goods or the Processed Goods.
- 4.5 ENVIROTECH SOLUTIONS LTD may apply any payments received from or on behalf of the Customer in reduction of the Customer's Indebtedness as ENVIROTECH SOLUTIONS LTD thinks fit.
- 4.6 If the Customer resells or uses any Goods or Processed Goods before ownership of the Goods or the Processed Goods has passed to the Customer, the proceeds of such sale or use shall be received and held by the Customer (in whatever form) in trust for both the Customer and ENVIROTECH SOLUTIONS LTD. ENVIROTECH SOLUTIONS LTD's interest as beneficiary under that trust shall be that portion of the proceeds which does not exceed the Customer's Indebtedness to ENVIROTECH SOLUTIONS LTD. The balance of the proceeds (if any) shall be the Customer's beneficial interest under the trust.
- 4.7 ENVIROTECH SOLUTIONS LTD may bring an action for the Price of the Goods or Processed Goods sold even where ownership of the Goods or any Processed Goods may not have passed to the Customer.

5. SECURITY INTEREST

- 5.1 Notwithstanding clause 4, the parties acknowledge that from the date the Personal Property Securities Act 1999 came into force (pursuant to section 1 of that Act), the customer grants ENVIROTECH SOLUTIONS LTD a security interest over all of the goods delivered to the customer after that date.

6. PERSONAL PROPERTIES SECURITIES ACT

- 6.1 The customer acknowledges and agrees that in consideration of the supply of goods on these terms and conditions, the customer grants to ENVIROTECH SOLUTIONS LTD a first ranking security interest under the Personal Property Securities Act 1999 (PPSA) in each and every supply of goods made by ENVIROTECH SOLUTIONS LTD to the customer to secure to ENVIROTECH SOLUTIONS LTD the purchase price and the obligation in these terms of trade.
- 6.2 In the event of any default by the customer under these terms of trade, ENVIROTECH SOLUTIONS LTD shall be entitled to exercise all the rights of a secured party under the PPSA.
- 6.3 The customer will sign any further documents or provide any further information to enable ENVIROTECH SOLUTIONS LTD to register a financing statement or financing change statement on the PPSA register.
- 6.4 The customer will not register a financing change statement or change demand with out the prior written consent of ENVIROTECH SOLUTIONS LTD.
- 6.5 The customer will give ENVIROTECH SOLUTIONS LTD not less than 14 days prior written notice of any proposed change in the customer's name or other details.
- 6.6 The customer waives its right to receive verification statement in respect of any financing statement or any financing change statement relating to the security interest.

7. GUARANTEES

- 7.1 If the Goods are acquired by the Customer for business purposes, the Customer agrees that the Consumer Guarantees Act 1993 does not apply to the contract in respect of those Goods.
- 7.2 Where the Customer supplies the Goods to a person acquiring them for business purposes, it must be a term of the Customer's contract with that person that the Consumer Guarantees Act 1993 does not apply in respect of the Goods.
- 7.3 The Customer acknowledges that ENVIROTECH SOLUTIONS LTD does not provide any express guarantees (as defined in the Act) other than those expressly confirmed by ENVIROTECH SOLUTIONS LTD in writing.
- 7.4 The following terms apply wherever the Consumer Guarantees Act 1993 does not apply to the contract between the Customer and ENVIROTECH SOLUTIONS LTD, or where the following terms are not inconsistent with the Consumer Guarantees Act 1993:
 - (a) any right which the Customer may have to reject non-conforming or defective Goods shall only be effective if the Customer notifies ENVIROTECH SOLUTIONS LTD in writing within seven days following delivery and ENVIROTECH SOLUTIONS LTD is given the opportunity to inspect the Goods;
 - (b) defective Goods or Goods which do not comply with the order shall at ENVIROTECH SOLUTIONS LTD's discretion be repaired or replaced, or ENVIROTECH SOLUTIONS LTD will refund the price. ENVIROTECH SOLUTIONS LTD may, at its discretion, delay the repair or replacement of, or refund of the price of, any Goods for so long as the Customer is in default in relation to the Customer's Indebtedness;
- 7.5 To the extent permitted by law, ENVIROTECH SOLUTIONS LTD accepts no liability for any Claim by the Customer or any other person, including without limitation any Claim relating to or arising from:
 - (a) any conditions, warranties, descriptions, representations, conditions as to fitness or suitability for purpose, tolerance to any conditions, merchantability or otherwise, whether express or implied by law, trade custom or otherwise;
 - (b) any representations, warranties, conditions or agreement made by any agent or representative, or by the Customer, which are not expressly confirmed by ENVIROTECH SOLUTIONS LTD in writing, and the Customer agrees to indemnify ENVIROTECH SOLUTIONS LTD against any such Claim. In any event, ENVIROTECH SOLUTIONS LTD'S liability under any Claim shall not exceed the price of the Goods.
- 7.6 The Customer agrees to indemnify ENVIROTECH SOLUTIONS LTD upon demand against any liability or cost incurred by ENVIROTECH SOLUTIONS LTD under the Consumer Guarantees Act 1993 as a result of any breach by the Customer of any of its obligations pursuant to these standard terms and conditions.
- 7.7 Nothing in these standard terms and conditions of sale is intended to have the effect of contracting out of the provision of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and these standard terms and conditions of sale are to be modified to the extent necessary to give effect to that intention.

8. DEFAULT

8.1 If an Event or Default occurs:

- (a) ENVIROTECH SOLUTIONS LTD may suspend or terminate any contract; and
- (b) the Amount Owing shall immediately become due and payable notwithstanding that the due date has not arisen; and
- (c) ENVIROTECH SOLUTIONS LTD is entitled to recover from the Customer all costs that ENVIROTECH SOLUTIONS LTD may incur in attempting to collect the Amount Owing and other moneys owing by the Customer to ENVIROTECH SOLUTIONS LTD from time to time, whether in relation to any contract or on any other account whatsoever.

8.2 If the Customer does not pay the Amount Owing by the due date:

- (a) ENVIROTECH SOLUTIONS LTD may charge the Customer a penalty of 12.5% per month calculated on a daily basis on the unpaid portion of the Amount Owing from due date until payment in full is received; and
- (b) any discounts may be disallowed.

8.3 If the Customer is in default the remedies provided above shall apply as well as all other remedies at common law or otherwise available to ENVIROTECH SOLUTIONS LTD. The Customer shall be liable for any losses, costs, expenses and liabilities incurred by ENVIROTECH SOLUTIONS LTD in exercising its remedies and the Customer hereby agrees to fully indemnify ENVIROTECH SOLUTIONS LTD in respect of any such losses, costs, expenses and liabilities. It is also hereby agreed by the Customer and/or guarantor that ENVIROTECH SOLUTIONS LTD shall have the right and liberty to complete and have registered a mortgage over any property owned by the Customer and/or guarantor to secure monies owed by the Customer and ENVIROTECH SOLUTIONS LTD shall also have the right at its discretion to place a caveat on any such property for the purpose of this provision and the Customer and/or guarantor hereby irrevocably appoint ENVIROTECH SOLUTIONS LTD as the attorney of the Customer and/or guarantor for the purpose of executing such mortgage.

9. PAYMENT VALIDITY

9.1 The Customer acknowledges that ENVIROTECH SOLUTIONS LTD continues to supply the Customer on condition that all payments are received by ENVIROTECH SOLUTIONS LTD from the Customer are valid and made in the ordinary course of the Customer's business.

9.2 The Customer further acknowledges that ENVIROTECH SOLUTIONS LTD receives all payments in the ordinary course of the Customer's business, in good faith and in the reasonably held belief as to the validity of those payments unless and until the Customer gives notice in writing to ENVIROTECH SOLUTIONS LTD:

- (a) of the Customer's then inability to pay its due debts; and
- (b) that the Customer's intention or purpose in making any such payment is to enable ENVIROTECH SOLUTIONS LTD to receive more towards satisfaction of its debt than it would otherwise have received or have been likely to have received in any liquidation of the Customer, and until receipt of such notice, ENVIROTECH SOLUTIONS LTD shall be entitled to assume that all payments received from the Customer are made in the ordinary course of the Customer's business.

10. FORCE MAJEURE

10.1 Without limiting any other provisions of these standard terms and conditions of sale, neither ENVIROTECH SOLUTIONS LTD nor the Customer shall be liable for any delay or failure in the performance of any obligation or the exercise of any right under these standard terms and conditions of sale or for any loss or damage (including indirect or consequential loss or damage) if such performance or exercise is prevented or hindered in whole or in part by reason of a force majeure event. Nothing in this clause shall excuse payment of the Amount Owing as it becomes due under these standard terms and conditions of sale.

10.2 The rights and obligations of either party which are affected by a force majeure event shall be suspended during the continuance of the force majeure event, and either party claiming to be affected by the force majeure event shall give immediate notice to the other party containing full particulars of the force majeure event. The party giving notice under this clause shall take all reasonable steps to mitigate the effects of the force majeure event and remove such force majeure event provided that neither party shall be required to remove any such force majeure event if to do so would require it contrary to its judgment to settle a strike or labour dispute or otherwise submit to the demands of opposing parties.

11. USE OF INFORMATION

11.1 The Customer agrees that ENVIROTECH SOLUTIONS LTD may obtain information about the Customer from the Customer and any credit or debt collection agencies in the course of ENVIROTECH SOLUTIONS LTD's business, including credit assessment, debt collecting and direct marketing activities, and the Customer consents to any person providing ENVIROTECH SOLUTIONS LTD with such information.

11.2 The Customer agrees that ENVIROTECH SOLUTIONS LTD may use any information it has about the Customer relating to the Customer's credit worthiness and give that information to any other person, (including any credit or debt collection agency) for credit assessment and debt collection purposes.

11.3 The Customer must notify ENVIROTECH SOLUTIONS LTD of any change in circumstances that may affect the accuracy of the information provided by the Customer to ENVIROTECH SOLUTIONS LTD. If the Customer is an individual, (i.e. a natural person) the Customer has rights under the Privacy Act 1993 to access and request the correction of any personal information which ENVIROTECH SOLUTIONS LTD holds about the Customer.

12. OTHER AGREEMENTS

12.1 Subject to clause 12.2, if there is any inconsistency between these standard terms and conditions of sale and any order submitted by the customer (whether in writing, verbally or by electronic data interchange (EDI) or any other arrangement between the parties, these standard terms and conditions of sale prevail unless otherwise agreed in writing by the parties.

12.2 Where the parties have entered into a credit arrangement on terms other than those detailed in clause 2.1 ('alternative credit arrangement'), then, to the extent the alternative credit arrangement is inconsistent with these standard terms and conditions of sale, the alternative credit arrangement prevails.

13. WAIVER

13.1 If ENVIROTECH SOLUTIONS LTD exercises or fails to exercise any right or remedy available to it, this shall not prejudice ENVIROTECH SOLUTIONS LTD's rights in exercising that or any other right or remedy. Waiver of any term of these standard terms and conditions of sale must be specified in writing and signed by an authorised officer of ENVIROTECH SOLUTIONS LTD.

14. PRODUCT RETURNS

14.1 Where ENVIROTECH SOLUTIONS LTD at its discretion allows the Customer to return Goods other than defective or non-complying Goods, ENVIROTECH SOLUTIONS LTD reserves the right to charge a return fee equal to 15% of the price of such Goods.

15. ASSIGNMENT

15.1 ENVIROTECH SOLUTIONS LTD is entitled at any time to assign to any other person all or any part of the debt owing by the Customer to ENVIROTECH SOLUTIONS LTD.

16. REVIEW OF TERMS

16.1 ENVIROTECH SOLUTIONS LTD reserves the right to review any of these standard terms and conditions of sale at any time and from time to time. If, following any such review, these are to be any change to such terms and conditions, that change will take effect from the date on which ENVIROTECH SOLUTIONS LTD notifies the Customer of such change.

17. TRUSTEE LIABILITY

17.1 If the customer is a trust, and that trust has a professional trustee or trustees, then the liability of that or those professional trustees shall be limited to the assets of the relevant trust. However, this shall not affect the liability of a professional trustee who has guaranteed the customer's obligations under these standard terms and conditions of sale in his or her personal capacity.

18. WORDS USED IN THESE STANDARD TERMS AND CONDITIONS OF SALE

18.1 "Amount Owing" means the price charged by ENVIROTECH SOLUTIONS LTD for the Goods, and any other sums which ENVIROTECH SOLUTIONS LTD is entitled to charge under these standard terms and conditions of sale.

18.2 "ENVIROTECH SOLUTIONS LTD" means Envirotech Solutions Limited, including its successors and assigns.

18.3 "Claim" includes any claim:

- (a) for damages of any kind, including, but not limited to damages for breach of contract;
- (b) for loss of profits;
- (c) for any consequential, indirect or special loss, damage or injury of any kind suffered by any person arising directly or indirectly from:
 - (i) any breach of ENVIROTECH SOLUTIONS LTD's obligations under these standard terms and conditions of sale; or
 - (ii) any cancellation of any contract; or
 - (iii) any negligence, misrepresentation or other act or omission by ENVIROTECH SOLUTIONS LTD or its employees, agents or contractors; or
- (d) for compensation, demand, remedy, liability or action.

18.4 "Customer" means the person purchasing the Goods from ENVIROTECH SOLUTIONS LTD pursuant to these standard terms and conditions of sale, including that person's successors and assigns.

18.5 An "Event of Default" means an event where:

- (a) the Customer fails to comply with these standard terms and conditions of sale or any other contract with ENVIROTECH SOLUTIONS LTD; or
- (b) the Customer commits an act of bankruptcy; or
- (c) the Customer enters into any composition or arrangement with its creditors; or
- (d) if the Customer is a company:
 - (i) the Customer does anything which would make it liable to be put into liquidation; or
 - (ii) a resolution is passed or an application is made for the liquidation of the Customer; or
 - (iii) a receiver or statutory or official manager is appointed over all or any of the Customer's assets.

18.6 "force majeure event" means any event or circumstance which is beyond the reasonable control of the affected party and which results in or causes the failure of that party to perform any of its obligations under these standard terms and conditions of sale, provided that lack of funds shall not be interpreted as a cause beyond the reasonable control of either party.

18.7 "Goods" means all goods ordered by the Customer and supplied by ENVIROTECH SOLUTIONS LTD from time to time under these standard terms and conditions of sale (as detailed on each invoice issued to the Customer) and includes any services forming part of the supply of such goods.

18.8 "person" includes a corporation, association, firm, company, partnership or individual.

18.9 "price" means the purchase price of the Goods and any costs payable by the Customer under clause 1 and 3.1 of these standard terms and conditions of sale.

18.10 References to the Personal Property Securities Act 1999, the Consumer Guarantees Act 1993 and the Privacy Act 1993 include such legislation from time to time amended, re-enacted or substituted and any statutory instruments, regulations and orders issued under such legislation.