

CREDIT APPLICATION FORM
DOUBLE K ELECTRONICS LIMITED (“the Company”)

PO Box 7099, 38 Lombard Street, Palmerston North
 Phone: (06) 354 2077 Fax: (06) 354 2080

CUSTOMER’S FULL LEGAL NAME (i.e. not trading name): (“the Customer”)

TYPE OF BUSINESS (Please tick) Sole Trader Individual Partnership Ltd Company Other (please state):.....

Trading Name (if different from legal name):

Postal Address:

Delivery Address:

Email Address:..... Account Contact:

Telephone: Business: Home:

Fax Number: Mobile:

If Individual/Sole Trader/Partnership (Insert full name (including middle name) and date of birth)	
Full name:	Date of Birth:
Full name:	Date of Birth:

IF LIMITED LIABILITY COMPANY –	
Full name of Directors	Address:
1.	
2.	Address:

CREDIT/TRADE REFERENCES (excluding credit cards, fuel suppliers, landlord, power and phone)		
Name	Contact Name	Phone Number

I/We have read, understood and agree to be bound by the Terms of Trade, as attached, and understand and accept that this form and the Terms of Trade will govern every order or confirmation of quotation we enter into with the Company for the purchase of goods and/or services.

I/We agree that the Double K Electronics Limited Order Form will also apply to any accepted order made on such form and that if specified on the Order Form then I/We agree that the goods will be installed by the Company for the price specified on the Order Form.

I/We confirm that all information supplied is accurate and may be held and disclosed to any other person (including credit reference agencies and debt collection agencies) for the purposes for which it is supplied (that is, for checking and/or assessing my/our creditworthiness and/or collecting any debt owed by me/us) and hereby authorise any person to provide you with information to satisfy your credit enquiries or the collection of monies owing to you.

I/We agree that the Terms of Trade provide for Retention of Title and grants to the Company a Security Interest in my/our personal property which is supplied by the Company, to secure the payment to the Company of all monies I/we may owe the Company from time to time and at any time.

I/We warrant that I/we are authorised (where applicable) to enter into this contract on behalf of the Applicant.

As a Director (where applicable) I/we unconditionally guarantee to pay on demand all amounts owing by the Applicant in consideration of the Company supplying the Goods and Services to the Applicant and in doing so acknowledge the warning to guarantors and clause 7 of the Terms of Trade.

Signature of and

Full Names and

Date

(Note: Signature must be that of the Applicant or that of a Director of a Company or a Partner of a Partnership)

Double K Electronics use only:

Date received:.....Checked by:.....Approved: yes / no If approved, signed off by.....

Terms of Trade – Double K Electronics Limited

1. General

- (a) This agreement binds the Customer whether or not the goods have been supplied before or after the date of this agreement.
- (b) Unless details of payment for goods are specified on the Order Form completed by the Customer then the Customer will pay the Company's account in full by the 20th day of the month following the date of invoice ("the due date"). If payment details are specified on the Order Form completed by the Customer then the Customer will pay the Company's account in respect of goods covered by the Order Form in compliance with the Order Form.
- (c) If payment in full is not made to the Company by the due date:
 - 1. The Customer (and the guarantor) are liable to pay penalty interest on the money owing at the rate of 3% per month; and
 - 2. The Customer (and the guarantor) are also liable to pay all the expenses and legal costs (on a solicitor/client basis and/or Debt Collector's fees) incurred by the Company as a result of the Customer's default; and
 - 3. The Customer grants an irrevocable license to the Company to enter any premises occupied by the Customer to recover possession of the Company's goods.
- (d) The company remains the owner of all goods supplied by the Company to the Customer prior to or subsequent to this agreement, until payment is made in full to the Company.
- (e) Risk in the goods passes to the Customer on delivery to the Customer or the Customer's agent and the Customer shall keep the goods comprehensively insured from that point.
- (f) The Company may issue proceedings to recover the price of the goods sold notwithstanding that title may not have passed to the Customer.

2. Warranty and Consumer Guarantees Act 1993

- (a) To the extent that the Customer is contracting for the purposes of a trade / business the Consumer Guarantees Act 1993 does not apply.
- (b) Automilker equipment of the Company's own design and manufacture is warranted free of defective workmanship and/or materials for a period of two years from the date of installation. Other Automilker branded products are warranted free of defective workmanship and/or materials for a period of one year from the date of installation. Such warranties do not cover depreciation due to normal wear and tear, or faults due to misuse or failure to maintain, accident or accidental breakage or act of God. All warranties and title expressed or implied are conditional on payments for equipment being completed as agreed.
- (c) The warranty provided by the Company extends only to repair or replacement of defective equipment and materials. Under no circumstances whatsoever is the Company liable for any loss, damage, wastage, damage to other goods, loss of profits or other consequential loss occasioned through stoppage or failure of or any defect in any machinery or equipment whatsoever. In addition, the warranty does not cover any travel or freight costs and these are payable by the Customer.
- (d) The Automilker has been designed so that milking without Automilkers can be resorted to easily if there is a fault (with the Automilker or the milking machine itself) likely to affect the cows in any way. It is the responsibility of the Customer to resort to manual milking until faults or suspected faults are rectified.
- (e) The warranty does not cover damage or malfunction caused by any fault in the 230 volt power supply or damage by electrical spikes, power surges or lightning. The Customer is responsible for taking insurance cover for such risk or implement risk management precautions, such as installation of spike protection and/or back up power supplies.
- (f) The warranty does not cover damage, malfunction or non operation, or the cost of travelling to the farm caused by the actions of untrained operators and/or new staff. At installation time the Dealer will provide once only training to the Customer or their designated operator / milker. The cost of training replacement milkers and/or future sharemilkers and staff is the responsibility of the Customer. Service contracts are available and staff training can be incorporated in a service contract that can include machine testing and stray voltage monitoring.

- (g) No warranty is expressed or implied for “ex Allflex ACR Sensor” products supplied by the Company. Under no circumstances shall the Company be liable for any loss or damage arising from use of these products either on a stand alone basis or in conjunction with other products.
- (h) The warranties set out above are to be read in conjunction with any “warranty card”, manual or notice supplied with the goods. If there are any inconsistencies between the warranties then the warranty contained in any “warranty card”, manual or notice supplied with the goods then that “warranty card”, manual or notice shall prevail.
- (i) For goods not manufactured by the Company the warranty shall be the current warranty provided by the manufacturer of the goods. The Company shall be under no liability whatsoever except for the express conditions as detailed and stipulated in the manufacturers warranty.
- (j) Notwithstanding anything in clauses 2(b) to (i) above the Company shall have no liability whatsoever for any malfunction, loss, damage, cost or expense caused to equipment supplied by the Company by anyone other than the Company installing, repairing, maintaining or servicing that equipment.

3. Privacy

The Customer noting the requirements under the Privacy Act 1993 authorises and directs that the Company can, in addition to the matters set out in the Trading Account Application, seek and obtain from and supply any information concerning the credit or business standing of the Customer to any other person whether trader, merchant, firm, organisation, company or any agency or source whatever including any credit agency or association or the like and directs any such person to supply and receive and record such information to and from The Company.

4. Personal Property Securities Act 1999

- (a) The Customer grants a security interest (as that term is defined in the Act) to the Company over all goods presently or in the future supplied to the Customer by the Company including the proceeds of sale of all goods supplied until the purchase price of each good and all amounts owing to the Company are paid in full.
- (b) On the request of the Company the Customer shall promptly execute any documents and do anything else required by the Company to ensure the security interest created under these conditions constitutes a perfect security interest (as that term is defined in the Act) over the goods supplied to the Customer by the Company, including:
 - 1. Executing any amendment to these conditions as reasonable required by the Company;
 - 2. Executing any replacement or additional security document(s); and
 - 3. Providing any information to The Company to enable it to complete a Financing Statement or a Financing Change Statement.
- (c) The Customer shall not agree to allow any person to file a Financing Statement over any of the goods supplied pursuant to these conditions without the prior written consent of the Company and the Customer shall notify the Company immediately if it becomes aware of any person taking any step to file a Financing Statement against any goods which are supplied pursuant to these conditions.
- (d) The Customer irrevocably appoint the Company to be the Customer’s attorney to do anything which you agree to do under this agreement and anything which the attorney thinks desirable to protect the Company’s interest under this agreement and you ratify anything done by the attorney under this clause.
- (e) The Customer waives the right to receive a copy of the verification statement confirming registration of a Financing Statement or a Financing Change Statement to the security interest created by this agreement.
- (f) The Customer agrees sections 114(1)(a), 133 and 134 of the Act shall not apply to this agreement or the security under this agreement.
- (g) The Customer agrees that none of the Customers rights as a debtor under section 11, 119, 120(2), 121, 125, 126, 127, 129, 131, and 132 shall apply to this agreement.

5. Non Waiver

If the Company fails to enforce any terms or to exercise its rights under these terms of trade at any time, The Company has not waived those rights.

6. Severability

If any provision of these terms of trade is held to be invalid or unenforceable for any reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these terms of trade.

7. Personal Guarantee

- (a) If the Customer is a Company, the director(s) signing this contract also signs this contract in his/her personal capacity in consideration of the Company agreeing to supply Goods and Services and grant credit to the Customer at his/her request, and personally undertakes (and if more than one director signs this contract then the directors jointly and severally) as principal debtor(s) to the Company the payment of any and all monies now or hereafter owed by the Customer to the Company and indemnify the Company against non-payment by the Customer. Personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract.
- (b) The Guarantor(s) acknowledge(s) that either they took independent legal advice before signing or if independent legal advice has not been taken confirm that they have signed this guarantee based on their own judgement and waive any right that they might have otherwise have arising out of failure to obtain such advice.

WARNING TO GUARANTORS

1. By signing the Loan Application as a Director you may become liable to DOUBLE K ELECTRONICS LIMITED as a principal debtor in respect of the liability of the Applicant to DOUBLE K ELECTRONICS LIMITED.
2. You should obtain legal advice before the giving of the guarantee.