

OTSL CREDIT APPLICATION FORM

COMPANY NAME: _____ PH: _____

STREET ADDRESS: _____

CITY: _____ COUNTRY: _____ POSTCODE: _____

BILLING ADDRESS (IF DIFFERENT FROM ABOVE): _____

CITY: _____ COUNTRY: _____ POSTCODE: _____

EMAIL: _____

COMPANY IS A: CORPORATION PARTNERSHIP PROPRIETORSHIP L.L.C P.L.C

CORPORATE REGISTRATION NO.: _____ G.S.T #: _____

ANNUAL SALES: NZ\$ _____ NUMBER OF YEARS IN BUSINESS: _____

NOTE: IF BUSINESS LESS THAN FIVE YEARS, YOU MUST COMPLETE PERSONAL GUARANTEE

COMPANY DIRECTORS/SHAREHOLDERS

NAME 1: _____ TITLE: _____

ADDRESS: _____ PH: _____

NAME 1: _____ TITLE: _____

ADDRESS: _____ PH: _____

NAME 1: _____ TITLE: _____

ADDRESS: _____ PH: _____

NAME 1: _____ TITLE: _____

ADDRESS: _____ PH: _____

TRADE REFERENCES

CREDITOR: _____ CONTACT: _____

ADDRESS: _____

PH: _____ EMAIL: _____ ACCOUNT #: _____

CREDITOR: _____ CONTACT: _____

ADDRESS: _____

PH: _____ EMAIL: _____ ACCOUNT #: _____

CREDITOR: _____ CONTACT: _____

ADDRESS: _____

PH: _____ EMAIL: _____ ACCOUNT #: _____

CREDITOR: _____ CONTACT: _____

ADDRESS: _____

PH: _____ EMAIL: _____ ACCOUNT #: _____

PERSONAL GUARANTEE

The undersigned, for consideration do hereby individually and personally guarantee the full and prompt payment of all indebtedness heretofore or hereafter incurred by the above business. This guarantee shall not be affected by the amount of credit extended or any change in the form of said indebtedness. Notice of the acceptance of this guarantee, extension of credit, modification in terms of payment, and in any right or demand to proceed against the principal debtors is hereby waived. This guarantee may only be revoked by written notice which shall be sent to the creditor's office by certified mail. Any revocation does not revoke the obligation of the guarantors to provide payment for the indebtedness incurred prior to the revocation. I authorize the seller and the assigns to obtain a consumer credit report and to contact my reference as necessary, as guarantor, I am also bound by the above arbitration clause.

Guarantor's Name: _____ Signature: _____

Home Address: _____

Date: _____

Guarantor's Name: _____ Signature: _____

Home Address: _____

Date: _____

TERMS & CONDITIONS OF SALE

1. **Acceptance:** All orders are taken subject to acceptance by us. We do not assume any liability or responsibilities for delays in or failure to make delivery on the required date for both Credit account and cash sales due to conditions over which we have no control.
2. **Responsibility for Goods:** The risk of any loss or damage to or deterioration of goods passes to the buyer when these goods are removed from our premises.
3. **Insurance:** Goods supplied are not insured by us against damage or loss as from the time risk in the goods passes to the buyer as set out above. The buyer shall as from that time be responsible for arranging sufficient insurance to cover all loss of or damage to or damage by the goods however incurred or caused (including loss or damage incurred during delivery).
4. **Ownership of Goods:** Ownership in goods shall not pass to the buyer until full payment for those goods has been received by us. Until ownership in the goods passes to the buyer, the buyer will hold the goods as bailee for us. We retain the right to enter premises occupied by the buyer and to take repossession of the goods at any time after the payment is due. If the buyer resell the good or any of them before such payment is made, the buyer shall not hold the sale proceeds for and or account. If requested by us, the buyer agrees to grant purchase money security interest to us, as that term is defined in the personal property securities Act 1999, on terms as set out in any such agreement.
5. **Payment for Goods:** shall be due 30 days from invoice or prior to the delivery date of Goods and no discount may be taken. Payments received after the due date specified in the invoice shall bear a service charge which will accrue from the due date whether inscribed on the relevant invoice or otherwise agreed, at the maximum lawful interest rate applicable, and if none - at the rate of 5% above the base rate. All payments shall be made to Seller's designated bank account in the same currency and for the same amounts as specified in the Approval of Order.
6. Orders manufactured in whole or in part, pursuant to Buyer's specifications, may not be cancelled except with Seller's prior written consent, on terms which will compensate Seller for any resulting losses.
7. **Miscellaneous.** Buyer acknowledges that is has not been induced to purchase any the Goods from Seller by any representation or warranty not expressly set forth in this Agreement. These Terms and the Sales Confirmation constitute the entire agreement of the parties and supersede all existing agreements and all other oral or written communications between them concerning its subject matter. None of the Terms may be added to, modified, superseded, or otherwise altered, except by a written document signed by an authorized representative of Seller that specifically references these Terms and states that it modifies them. If there is a conflict between the provisions of the Sales Confirmation and these Terms, then the terms of the Sales Confirmation shall govern. No waiver by Seller of any of the provisions of these Terms is effective unless explicitly set forth in writing that specifically references these Terms and is signed by Seller. No failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from these Terms operates or may be construed as a waiver thereof. The single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The Section headings contained in these Terms are intended for convenience of reference only and shall not affect the interpretation of any provision. If any provision of this Agreement is held to be prohibited or unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect. Buyer may not assign this Agreement or any quotation or order for the Goods, in whole or in part, without Seller's prior written consent.
8. **Confidentiality**
6.1. Seller and Buyer (as to information disclosed, the "Disclosing Party") may each provide the other party (as to information received, the "Receiving Party") with Confidential Information in connection with this Contract. "Confidential Information" means (a) information that is designated in writing as "confidential" or "proprietary" by Disclosing Party at the time of written disclosure, and (b) information that is orally designated as "confidential" or "proprietary" by Disclosing Party at the time of oral or visual disclosure and is confirmed to be "confidential" or "proprietary" in writing within twenty (20) days after the oral or visual disclosure. In addition, prices for Products and Services shall be considered Seller's Confidential Information.
- 6.2. Receiving Party agrees: (i) to use the Confidential Information only in connection with the Contract and use of Products and Services, (ii) to take reasonable measures to prevent disclosure of the Confidential Information to third parties, and (iii) not to disclose the Confidential Information to a competitor of Disclosing Party. Notwithstanding these restrictions, (a) Seller may disclose Confidential Information to its affiliates and subcontractors in connection with performance of the Contract, (b) a Receiving Party may disclose Confidential Information to its auditors, (c) Buyer may disclose Confidential Information to lenders as necessary for Buyer to secure or retain financing needed to perform its obligations under the Contract, and (d) a Receiving Party may disclose Confidential Information to any other third party with the prior written permission of Disclosing Party, and in each case, only so long as the Receiving Party obtains a non-disclosure commitment from any such subcontractors, auditors, lenders or other permitted third party that prohibits disclosure of the Confidential Information and provided further that the Receiving Party remains responsible for any unauthorized use or disclosure of the Confidential Information. Receiving Party shall upon request return to Disclosing Party or destroy all copies of Confidential Information except to the extent that a specific provision of the Contract entitles Receiving Party to retain an item of Confidential Information. Seller may also retain one archive copy of Buyer's Confidential Information.
- 6.3. The obligations under this Article 6 shall not apply to any portion of the Confidential Information that: (i) is or becomes generally available to the public other than as a result of disclosure by Receiving Party, its representatives or its affiliates; (ii) is or becomes available to Receiving Party on a non-confidential basis from a source other than Disclosing Party when the source is not, to the best of Receiving Party's knowledge, subject to a confidentiality obligation to Disclosing Party; (iii) is independently developed by Receiving Party, its representatives or affiliates, without reference to the Confidential Information; (iv) is required to be disclosed by law or valid legal process provided that the Receiving Party intending to make disclosure in response to such requirements or process shall promptly notify the Disclosing Party in advance of such disclosure and reasonably cooperate in attempts to maintain the confidentiality of the Confidential Information.
- 6.4. Each Disclosing Party warrants that it has the right to disclose the information that it discloses. Neither Buyer nor Seller shall make any public announcement about the Contract without prior written approval of the other party. As to any individual item of Confidential Information, the restrictions under this Article 6 shall expire five (5) years after the date of disclosure. Article 6 does not supersede any separate confidentiality or nondisclosure agreement signed by the parties.