



CREDIT AGREEMENT

Section 1: Parties

A _____ Hall's Refrigerated Transport Limited

B _____ The Customer

C Operative date: _____ *(see section 5)

Section 2: Customer

1. Customer's full name(s): _____ ("Customer") a) Company No. _____ b) DOB _____
Office number (individuals only) (NZ Companies)

2. Customer's place of business: _____ Trading name if different to 1: _____

3. Customer's address for service: _____

4. Customer's postal address for invoice/statement: _____

5. Customer's contacts: phone: _____ fax: _____ email: _____ mobile: _____

6. Customer's contact person : _____
(person not residing with Customer)

7. Delegated authority: 1. _____ 2. _____
(persons authorised to order goods and/or services and act on customer's behalf)

8. Additional details required for:

Company
(Directors' names)

Trust
(Trustees' names)

Partnership
(Partners' names)

(persons authorised to order goods and/or services and act on customer's behalf)

9. Invoicing requirements:

- Please tick Post PDF Email Please specify email address _____

1. _____ Address _____

2. _____ Address _____

Section 3: Customer Information

10. References: Name Address Telephone Contact

- Trade References:

1. _____

2. _____

- Personal References:
(for individuals only)

1. _____

2. _____

11. Financial Information

- Estimated monthly purchases: _____

- Estimated duration of purchases: _____
- State after tax income previous tax year ^(tick) < \$50,000 \$50,000-\$150,000 > \$150,000
- Estimated after tax income current tax year ^(tick) < \$50,000 \$50,000-\$150,000 > \$150,000
- Supplied last set of completed financial statements: Y / N
- Estimated value of assets after liabilities ^(tick) < \$50,000 \$50,000-\$150,000 > \$150,000
- Outline any guarantees given by the Customer/applicant and the amount guaranteed:

12. _____ Monthly credit sought: \$_(this amount may without notice be: increased or decreased, suspended, cancelled or the terms upon which any credit is provided changed. Halls shall have no liability whatsoever for any such action.)

Section 4: Standard Terms (Particular Attention Required)

The terms attached form part of this agreement. Any person executing this agreement is deemed to have read and accepted them and they shall apply to each and every dealing with Halls.

Section 5: Customer Acceptance

- I/We: (a) _____ confirm that the information I/we have provided is true and correct; and
- (b) confirm that no information has been omitted of which Halls should be made aware when considering allowing us credit; and
 - (c) agree to be bound by the Standard Terms in accordance with section 4, and have read and understood them; and
 - (d) without limiting Halls rights under the Standard Terms, hereby agree and authorise Halls to obtain any information from any person or entity about us for the purposes of credit assessment; and
 - (e) confirm that the account is to be operated primarily for business purposes.

Any person signing this agreement on behalf of the Customer confirms thereby that they have the Customer's authority and they personally warrant the accuracy of the information provided.

A trustee's liability is not limited to the assets of the trust but shall be jointly and severally liable to the extent of the obligations incurred.

Signed by the applicant(s) or authorised signatories **directors/partners/trustees:**

Authorised Signatures	Witness Name	Witness Occupation	Witness Address
_____ <small>(1. sign and print name underneath)</small>	_____	_____	_____
_____ <small>(2. sign and print name underneath)</small>	_____	_____	_____
_____ <small>(3. sign and print name underneath)</small>	_____	_____	_____

Halls acceptance of an application for a credit account shall be signified in writing and become effective from the date inserted in section 1 hereof or otherwise advised by Halls or deemed to have been accepted upon any Services being provided.

Section 6: Third Party Liability for Debts

The following persons jointly and severally agree with Halls (including its successors and assigns) to accept liability on the basis set out in this section:

Full Name	Full Address	Occupation	Contact Phone Number
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____

(the above persons are hereafter referred to as the Guarantor(s))

1. In consideration of Halls granting the Customer credit as herein provided (and as may be amended from time to time) and/or the Customer being currently indebted and Halls agreeing not to require immediate payment, the Guarantor(s) agree that upon demand they will make immediate payment of all and any moneys which are now or at any time become payable to Halls by the Customer. The Guarantor(s) liability shall be for all moneys and not be limited to any amount.
2. Where there is more than one named Guarantor they shall be jointly and severally liable. The obligations herein shall be enforceable against any of the Guarantors who have signed notwithstanding that any other person anticipated to sign has not or for any reason any of the other named Guarantor(s) are for any reason discharged or released from their obligations. It is also agreed that as between Halls and the Guarantor(s), the Guarantor(s) shall be a principal debtor and be liable jointly and severally to Halls as if the Guarantor(s) incurred the debt.
3. The Customer and/or the Guarantor(s) shall not be released from any liability whatsoever by any indulgence, granting of time, waiver, compromise, settlement, release, breach of contract by Halls, exceeding of any credit limit, cancellation of credit, refusal to supply, amendment of Standard Terms or terms of credit or supply, forbearance to sue or any other act, omission, matter or thing which would otherwise affect or limit or discharge the liability of the Customer or Guarantor(s) (or any one of them) or personal representatives of any of the Guarantor(s) and/or the Customer. These reservations apply generally.
4. The obligations herein shall be continuing obligations and without limiting the foregoing, shall not be satisfied or discharged by the Customer's account at any time or times coming into nil or credit balance or the winding up, liquidation, dissolution, death or bankruptcy or compromise or

settlement of covenant with or release of the Customer and/or the Guarantor(s) or any one of or more of them but shall continue in full force and effect.

5. The Guarantor(s) expressly acknowledge that the terms of this agreement and the Standard Terms have been read, understood and are accepted without reservation. The Guarantor(s) further acknowledge that the opportunity to obtain independent legal advice has been provided.

Party's Signatures

Witness Name

Witness Occupation

Witness Address

(1. above)

(2. above)

(3. above)