



PACCON

Global Freight Managers



Winner 2007 Logistics Mercury Award
for Technology Application

APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT

This is an application for commercial credit submitted to Paccon Logistics Ltd, herein to be referred to as Paccon, for consideration based on the information contained herein. The submission and/or completion of this application is not to be considered an offer of credit or acceptance of the applicant for provision of credit facilities.

COMPANY DETAILS

Full Company Name:

(The Applicant)

Email:

ACN/ABN:

Trading Name:

Office Address:

Postal Address:

Telephone Number:

Facsimile Number:

Applicants Internal Accountant:

Paccon collects this personal information to enable it to contact the above individual should it be necessary as part of any business arrangement between Paccon and the Company named herein. Any personal information held by Paccon can be accessed by the individual upon request.

Principal Business Activity:

PACCON LOGISTICS LTD IRD 83-736-895

AUCKLAND
Level 1,
59 Apollo Drive
Mairangi Bay, New Zealand
Ph: 64 9 486 0144
Fax: 64 9 478 2817

PO Box 305246
Triton Plaza, North Shore
Auckland
New Zealand

0757



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INTERNAL USE ONLY (PLEASE NOTE THAT ALL FIELDS HIGHLIGHTED WITH * ASTERISK ARE COMPULSARY)

* **Account Code:**

Old Account Code (if Applicable):

* **Credit Required for:** Duty & Disbursement / Freight & Local charges / Other (Circle as applicable)

* **Branch:**

* **Salesman Name:**

EDI Account Code (If Applicable):

Depot code:

* **Account created by:**

Company Website (If applicable):

PCM Recommendation:

Credit Term:

Credit amount:

PCM Signature:

Head office Authorisation:

Credit Manager signature:

CFO / Director signature:

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ACCOUNTANTS DETAILS

Accountants:

Accountants Address:

FINANCIAL INSTITUTION DETAILS

Financial Institution Name:

Branch Address:

Contact Name:

BSB Number:

Account Number:

CURRENT TRADE REFERENCES (Note: Please provide trade references, yet excluding other freight forwarders)

Reference 1:

Phone Number:

Reference 2:

Phone Number:

Reference 3:

Phone Number:

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Paccon is authorized to contact the Accountant, Financial Institution and Trade Referees referred to above to obtain credit information in assessing this application for credit and/or the ongoing provision of credit.

STANDARD TERMS AND CONDITIONS OF TRADING

1. Payment terms are Cash against Documents.
2. Duty/GST (Disbursements) are payable in advance.
3. Paccon reserves the right to withdraw credit facilities without notice should trading not be conducted within agreed terms.
4. Paccon reserves the right to charge a service fee on all amounts not paid within agreed trading terms. The rate is currently 12% p.a.
5. In the event of default in payment of monies in accordance with agreed terms, all outstanding amounts are immediately due and payable to Paccon.
6. All offers of credit are at the complete discretion of Paccon, and submission and/or completion of this application does not constitute an offer of credit nor an acceptance of the applicant for provision of credit facilities.
7. Amounts owed in excess of agreed credit limits are due and payable immediately and shall be paid to Paccon on demand.
8. Paccon reserves the right to revise the Standard Terms and Conditions at any time.
Should the collection of invoiced amounts require legal action for their recovery, these costs, commissions or fees incurred must be fully reimbursed to Paccon.

REQUESTED CREDIT TERMS

Amount of Credit:

Credit Terms:

NOTIFICATION OF CHANGE IN OWNERSHIP

The customer shall not later than 14 days prior to any proposed changes of ownership, change in Registered Particulars, alteration, addition to the shareholding, notify Paccon in writing of the proposed change and the customer shall notify Paccon of any change, alteration or addition to the customers internal structure and shall provide details of the change, alteration or addition.

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DECLARATION AND ACKNOWLEDGEMENT AND ACCEPTANCE OF THE TERMS AND CONDITIONS

I CERTIFY THAT THE INFORMATION CONTAINED IN THIS APPLICATION FOR A COMMERCIAL CREDIT ACCOUNT IS TO THE BEST OF MY KNOWLEDGE AND BELIEF COMPLETE AND CORRECT IN EVERY DETAIL. I HAVE READ AND UNDERSTOOD THE TERMS AND CONDITIONS SET OUT ABOVE, AND HEREBY ACKNOWLEDGE AND ACCEPT ON BEHALF OF THE APPLICANT THOSE TERMS AND CONDITIONS. THE APPLICANT AGREES TO CONDUCT ALL TRADING IN ACCORDANCE WITH THOSE TERMS AND CONDITIONS.

Signed By:

Date :

Job Title:

Signature:

The signatory warrants that he or she is authorized on behalf of the applicant to submit this application to Paccon and to credit terms and conditions stated above.

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Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Paccon Logistics Ltd and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to ("the Buyer")

I/WE UNCONDITIONALLY AND IRREVOCABLY:

- 1. GUARANTEE** the due and punctual payment to the Seller of all moneys which are now owing to the Seller by the Buyer and all further sums of money from time to time owing to the Seller by the Buyer in respect of goods and services supplied or to be supplied by the Seller to the Buyer or any other liability of the Buyer to the Seller, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract with the Seller. If for any reason the Buyer does not pay any amount owing to the Seller the Guarantor will immediately on demand pay the relevant amount to the Seller.
- 2. HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages costs losses and legal fees (as defined hereunder in paragraph b hereof)) incurred by or assessed against the Seller in connection with:
 - (a) The supply of goods and/or services to the Buyer; or
 - (b) The recovery of moneys owing to the Seller by the Buyer including the enforcement of this guarantee, and including but not limited to the Seller's nominees costs of collection and legal costs calculated on a solicitor and own client basis; or
 - (c) moneys paid by the Seller with the Buyer's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by the Seller to the Buyer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3.** This Guarantee and Indemnity shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of moneys owing to the Seller by the Buyer and all obligations herein have been fully paid satisfied and performed.
- 4.** No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Seller's part (whether in respect of the Buyer or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any guarantor. Without affecting the Buyer's obligations to the Seller, each guarantor shall be a principal debtor and liable to the Seller accordingly.
- 5.** If any payment received or recovered by the Seller is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the seller shall each be restored to the position in which they would have been had no such payment been made.
- 6.** This Guarantee and Indemnity shall bind each of the signatories notwithstanding that one or more of the persons named as a "Guarantor" may never execute this Guarantee and Indemnity.
- 7.** The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as guarantor, mean and refer to each of them individually and both of them together unless the context otherwise requires, and the obligations and agreements on the part of the guarantor contained in this guarantee and Indemnity shall bind them jointly and severally.
- 8. I/We have been advised to obtain independent legal advice before executing this Guarantee but have either waived or declined to take independent legal advice. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Buyer to the Seller.**
- 9.** The above information is to be used by the Seller for all purposes in connection with the Seller considering this guarantee and the subsequent enforcement of the same.
- 10.** I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this guarantee being actioned by the Seller.

- Note:**
1. if the Buyer is a sole trader or partnership the guarantor(s) should be some other suitable person(s).
 2. If the Buyer is a club or incorporated society the guarantor(s) should be the president and secretary or other committee member.

GUARANTOR-1

GUARANTOR-2

FULL NAME: _____ SIGNED: _____ FULL NAME: _____ SIGNED: _____

PRESENT ADDRESS: _____ PRESENT ADDRESS: _____

SIGNATURE OF WITNESS: _____ SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____ OCCUPATION: _____ NAME OF WITNESS: _____ OCCUPATION: _____

PRESENT ADDRESS: _____ PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____ EXECUTED as a Deed this _____ day of _____ 20____

WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT