



REQUEST TO OPEN A CHARGE ACCOUNT

Date.....

TERMS OF TRADE AND PERSONAL PAYMENT GUARANTEE ON REVERSE SIDE

Account Title/Name .....

Postal Address.....

Street Address (IF DIFFERENT FROM ABOVE) .....

Registered company [ ] Sole trader [ ] Trust [ ] Incorporated Society [ ] Partnership [ ] Other..... [ ]

Registered company name ..... Date of incorporation ..... Reg Company No.....

Trade name (IF ANY) .....

Telephone ..... Fax ..... Nature of business .....

Present home address (if Sole Trader) .....

Please show previous address if less than 3 years .....

Principal Officers (OF COMPANY, PARTNERSHIP, SOCIETY)

Name ..... Position.....

Name ..... Position.....

Name ..... Position.....

Please show three credit references (FULL COMPANY NAME, NOT BANKERS, BANKCARDS, GOVT DEPTS)

(1) ..... Branch ..... Phone ..... Contact .....

(2) ..... Branch ..... Phone ..... Contact .....

(3) ..... Branch ..... Phone ..... Contact .....

Has a previous credit account been maintained with us YES/NO

Name of previous account ..... Account No. if known .....

Estimated amount of monthly advertising \$ .....

See reverse for Terms of Trade and Personal Payment Guarantee

In consideration of you allowing me to use your services on credit, I agree to your terms and conditions of trading (see reverse). I am authorised to agree to these terms and conditions on behalf of the applicant and its officers. The information is correct.

Applicant's name (Printed) ..... Position.....

Applicants signature .....

Table with 2 columns: Field Name, Value. Fields include: OFFICE USE ONLY, Sales Org, Credit Limit, Customer Account Number, Date Customer Account Created, Representative's Name, Sales Rep Number, Version: N1.

**TERMS OF TRADE OF FAIRFAX NEW ZEALAND LIMITED.**

("The Company")

**1. PRICES AND PAYMENT**

1.1 Goods and Services Tax will be charged in addition to any stated price. Payment in full must be made by tile 20th of the month following the date of invoice statement. The Company is not under any obligation to obtain from the customer, or incorporate in the Company's invoice statement, the customer's purchase order details. The customer may not set off any payments owed to the Company against any payments owed by the Company to the customer or any claims which the customer may have against the Company. No variation or modification or substitution of these terms by the customer will apply unless specifically accepted by the Company in writing. The Company may, at its sole discretion, and at any time without notice, vary the customer's credit limit, but without prejudice to the Company's right to recover any debt owed by the customer which exceeds the credit limit.

1.2 Without prejudice to any other rights of action the Company may have for late payment by the customer, the Company may charge interest on a daily basis to the customer at a rate of 3% per month on overdue amounts until the overdue amounts are paid. Interest will accrue after as well as before any judgement which the Company may obtain against the customer. The customer will also be liable to pay all of the Company's expenses (including collection and solicitors costs) incurred in attempting to obtain or obtaining a remedy for the customer's failure to comply with these terms of trade.

1.3 Without prejudice to any other remedies which the Company might have, failure by tile customer to pay any debt (rill entitle the Company to cancel any contracts which the Company has with the customer. Upon such cancellation and without prejudice to any other remedies which the Company might have, all credit under any contract (including other contracts) in favour of the customer will cease and all payments outstanding will become immediately due and payable to the Company, including all amounts owing by the customer that exceed the credit limit.

1.4 In accepting any payment from the customer, the Company will not be bound by any condition or qualifications of terms which the customer attaches to such payments. Any payments expressed to be in full and final settlement will only be accepted by the Company as such if the Company communicates its specific acceptance in writing to the customer of those terms, otherwise any payment will only be accepted as part payment of the total debt due to the Company.

1.5 The customer must notify the Company in writing by letter or fax on any change of ownership or business structure of the customer and obtain from the Company its written acceptance of such change, otherwise the customer will remain liable for all debts incurred by any other person trading on the customer's account with the Company. The Company is not required to verify or check that any person using the customer's account with the Company has the customer's authority to do so. The customer may not refuse to pay charges to the customer's account on the basis that the person using the customer's account did not have the requisite authority. Where there is more than one party named as the account holder, each such person's liability under these terms of trade is joint and several.

**2. LIABILITY**

In no circumstances will the Company be liable to the customer, or any other person, whether in contract tort or otherwise, for any loss or damage or injury arising directly or indirectly from goods and/or services supplied by the Company to the customer. In any case where the Company is found to be liable to the customer for any reason whatsoever, the extent of the Company's liability will not exceed tile contract price for the particular goods and/or services in question. The customer is not entitled to make any claim against the Company for loss of profit, consequential damage or loss arising out of a breach of any term or implied term of these terms of trade or under any law or guarantee or warranty given by the Company except to the extent specifically permitted by statute. Any claims for errors of advertising must be made to the Company by letter or fax within 10 days of publication and acknowledged by the Company otherwise the customer has no claim of whatever nature against tile Company.

**3. FORCE MAJEURE**

Should the Company be delayed in performing its obligations due to any cause not within its control, the Company may cancel or suspend its contract witl l the customer without incurring any liability for any loss or damage suffered by the customer or any other person.

**4. CONSUMER LEGISLATION**

Where the provisions of the Consumer Guarantees Act 1993 apply, these terms of trade will be read subject to the application of the Act, and in the case of any conflict, tile provisions of that Act will apply. Where the customer is a business (as "business" is defined by the Consumers Guarantees Act 1993), it agrees that it is acquiring all goods and/or services from the Company for the purposes of a business and that the Consumer Guarantees Act 1993 does not apply.

**5. PRIVACY**

The Company is authorised to obtain credit information about the customer, its principals and directors (if any) and any guarantor(s) named below (Guarantor) from credit referees and credit reference agencies and is also authorised to disclose credit information (including payment defaults) to credit reference and collection agencies or other persons seeking credit references. The credit information is collected to assist the Company to ascertain the customer's and any Guarantor's credit status. Failure to provide the requested information may result in credit being refused. Under the Privacy Act 1993 individuals have right of access to and correction of personal information. This authority is given by the customer, all the principals and directors of the customer (if any) and any Guarantor.

**PERSONAL PAYMENT GUARANTEE**

I /WE .....OF.....  
(Name of Guarantors/ Personal name only) (Home address)

Request you to provide goods and/or services

TO.....  
(Customer/Title of A/c being guaranteed)

and in consideration of your so doing and continuing to do so whenever requested by the customer do jointly and severally guarantee to you:

(a) The due and punctual payment to you by the customer of all moneys presently owing or which in the future become owing to you for any goods and/or services provided to the customer by you.

(b) Payment of all costs, charges and expenses (legal or otherwise) which you may incur, sustain, make or be liable to pay in connection with:

(i) The obtaining or attempting to obtain payment of all amounts, or any part thereof, from the customer, me/us or any other person.

(ii) The enforcement or protection or attempted enforcement or protection of this guarantee.

(iii) The exercise or attempted exercise of any right, power, authority or remedy conferred on you by this guarantee or by statute.

(c) Payment of interest on all amounts due to you as shall for the time being be owing or payable or remain unpaid at such rates as shall be determined by you from time to time and such interest shall accrue from day to day and shall be computed from the day or respective days of such amounts becoming due and payable or paid by/dispursed by you whilst and so as such amounts remain unpaid.

I/We confirm this guarantee is given in accordance with the following terms and conditions:

1. This guarantee is a continuing one and shall be in full force and effect and irrevocable until all amounts due hereunder have been paid or you shall grant a written release hereof.

2. I/WE agree that my/our liability shall continue notwithstanding any indulgence, delay, waiver, forbearance to sue or other concession which you may grant to the customer or any arrangement between you and the customer or any refusal (without notice to me/us) by you to provide further goods and or services or extend further credit to the customer and notwithstanding that any guarantor jnay cease to be a shareholder, director or officer of the customer and notwithstanding any change in the legal status or constitution of the customer or of any guarantor or the customer (or if the customer or such other guarantor is a natural person, the death of such a person).

3. I/WE agree that our liability shall continue notwithstanding the release of any obligation or liability of the customer or any other guarantor of the customer by you and notwithstanding any variation of the terms or conditions upon which you provide any goods and/or services to the customer.

4. I/WE agree I/we will not in any way compete with you for any dividends or distribution in the event of the bankruptcy or liquidation of the customer.

5. I/WE declare that you shall be at liberty to act as though I/we were a principal debtor and I/we waive any rights as surety which {may be at any time inconsistent with any of the within provisions.

6. I/WE authorise you to collect and disclose personal information about me/us pursuant to clause 5 of the above terms of trade.

7. This guarantee shall bind my/our personal representatives.

8. In the event there are two or more of us executing this guarantee, we hereby agree that our obligations hereunder shall be joint and several.

I/WE also agree independently of the above guarantee to jointly and severally (if more than one of us) indemnify you against all costs and other expenses which you may suffer or incur as a result of any failure by the customer to make due and punctual payments of any amounts due to you and as a result of any failure by the customer to perform its obligations under the above terms of trade between you and the customer whether or not the liability of the customer is or has become void or unenforceable for any reason and whether or not the above guarantee shall be void or unenforceable against me/us for any reason.

DATED day of 20

SIGNED:.....Date of Birth:...../...../.....

(Signature of Guarantor/s)