



Credit Account Application Form

The information provided on this form will be used only for the purposes of obtaining credit reference information on the Applicant.

Legal Name of Business: _____ (“Applicant”)

Trading as: _____

Postal Address: _____

Delivery Address: _____

Registered Office Address: _____

Phone Number: _____ Fax Number: _____

Nature of Business: _____ Date of Commencement: / / (by current owners)

Email Address: _____ Web Site Address: _____

Director’s/Owner’s Name: _____ Address: _____ Phone: _____

Director’s/Owner’s Name: _____ Address: _____ Phone: _____

Type of Business: Sole Trader Partnership Company Other (specify): _____

Date of Formation (if a Company): / /

Manager’s Name: _____ Accounts Payable Contact: _____

GST Registration No: _____

Bank Name and Branch: _____

Accountants: _____ Phone Number: _____

Solicitors: _____ Phone Number: _____

Trade References - NO SUBCONTRACTORS PLEASE

Company	Contact person	Phone number
1 _____	_____	_____
2 _____	_____	_____
3 _____	_____	_____

I/We irrevocably authorise any person, trust or company to provide Bella Homes NZ Limited trading as Handles Plus with information as they may require in response to credit enquiries.

I/We hereby make application for a credit account to be opened in the above name and irrevocably authorise any company or person to provide Bella Homes NZ Limited trading as Handles Plus with such information as they may require which satisfies their credit enquiries.

I/We warrant that the foregoing information is correct to the best of my/our knowledge, and that I/We have read, understood and agree to be bound by the Bella Homes NZ Limited trading as Handles plus Terms of Trade for Goods and Services as set out attached. Upon signing this credit application I/We also understand and accept that the terms and conditions of the Terms of Trade for Goods and Services will govern every order or confirmation of quotation that I/We enter into with Bella Homes NZ Limited trading as Handles Plus for the purchase of Goods and Services, and that the Terms of Trade also constitutes a Security Agreement for the Goods and Services and the proceeds from sale thereof as Collateral.

I/We hereby assent for the purposes of s.36 (b) of the Personal Properties Securities Act to the terms of this Application for Credit and Terms of Trade for Goods and Services and to the retention of title clauses creating a Purchase Money Security Interest in all and any Goods and Services previously supplied and in any and all Goods and Services that will be supplied in the future that remain unpaid by us/we up to the credit limit agreed in this Application for Credit. I/We further hereby waive the right to receive a verification statement for purposes of s.148 of the Act.

I/We warrant to Bella Homes NZ Ltd trading as Handles Plus that I/We are authorised Directors, Employees or Agents of the Applicant to enter into this contract on behalf of the Applicant.

Authorised Signature: _____ Date: _____

Print Name: _____ Credit Limit Requested: _____

Title: _____ Authorised by: _____

Signed as Personal Guarantor(s): _____

Upon signing the attached Guarantee and Indemnity declaration I/We jointly and severally acknowledge the credit limit as a continuing guarantee.

Guarantee And Indemnity

IN CONSIDERATION of Bella Homes NZ Limited ("the seller") supplying and continuing to supply goods and/or services to _____ ("the customer") I/WE JOINTLY AND SEVERALLY:

- 1. GUARANTEE** the payment on demand to the seller of all moneys now owing to the seller by the Customer and all further sums of money from time to time owing to the seller by the Customer in respect of goods and services supplied or to be supplied by the seller to the Customer or any other liability of the Customer 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) incurred by or assessed against the seller in connection with:
 - the supply of goods or services to the Customer; or
 - the recovery of moneys owing to the seller by the Customer including the enforcement of this guarantee; or
 - moneys paid by the seller with the Customer's consent in settlement of a dispute that arises or results from a dispute between the seller, the Customer and a third party, or any combination thereof, over the supply of goods or services by the seller to the Customer.
- 3. ACKNOWLEDGE** 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 Customer and all obligations herein have been fully paid, satisfied and performed.
- 4. FURTHER ACKNOWLEDGE** that 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 Customer or any one or more of any other guarantor(s) or otherwise) and no failure by any named guarantor to properly execute this deed shall impair or limit the liability under this Guarantee and Indemnity of any guarantor. Without affecting the Customer's obligations to the seller, each guarantor shall be a principal debtor and liable to the seller accordingly.
- 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 reference and enquires about me/us or by way of information exchange with credit reference agencies, details of this guarantee and any subsequent dealings that I/We may have with the seller as a result of this guarantee being actioned by the seller.
- I/We further acknowledge that 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.

GUARANTOR -1

Signed _____ Full name _____

Present address _____

SIGNATURE OF WITNESS _____

Name of Witness _____ Occupation _____

Present Address _____

EXECUTED as a deed this _____ day of _____ 20 _____

GUARANTOR -2

Signed _____ Full name _____

Present address _____

SIGNATURE OF WITNESS _____

Name of Witness _____ Occupation _____

Present Address _____

EXECUTED as a deed this _____ day of _____ 20 _____

- Note: 1 If the Customer is a sole trader or partnership the guarantor(s) should be some other suitable person(s).
2 If the Customer is a company the guarantor(s) should be a director and/or shareholder.
3 If the Customer is a club or incorporated society the guarantors should be the president and secretary or other committee member.

BELLA HOMES NZ LIMITED Trading as Handles Plus

TERMS OF TRADE FOR GOODS AND SERVICES

1. Applicable Terms and Acceptance of Order

These terms of trade between Bella Homes NZ Limited trading as Handles Plus (the "Company") and the Customer (the "Customer") shall apply to our quotation and any specifications or drawings we nominate as forming part of this contract between the Company and Customer and applies to all orders accepted by the Company or quotations approved by the Customer and that these terms and conditions shall prevail and take precedence over any written document or oral message from the Customer and in the case of conflict or dispute between the parties these terms and conditions shall prevail. Where the Company fails to enforce any of the terms and conditions of this contract or fails in any way to exercise its rights under this contract the Company will not be deemed to have waived these rights with respect to any term or condition or right.

The Company and the Customer shall acknowledge that these terms of sale constitute a Security Agreement as defined by the Personal Property Securities Act 1999 ("PPSA"). For the purposes of the PPSA, Collateral shall include all and any Goods and Services supplied and the proceeds thereof. The Customer shall agree not to allow any person to file a finance statement over any of the Collateral secured by this Security Agreement without the prior written consent of the Company.

Definition of Goods and Services

Goods: All present and after acquired residential and commercial doors handles, locks and general door hardware, all spare parts and all inventory supplied and any other Goods supplied together with all proceeds arising from that property including money, accounts receivable chattel paper, intangibles, negotiable instruments, documents of title and investment securities and any materials or parts supplied in order to repair property of the Customer.

Services: Services shall mean labour service for installation and commissioning of Goods or other contracting supplied at an hourly rate or at a quoted fixed cost following written instructions or reasonable oral instructions from the Customer and the Customer shall confirm acceptance of the fixed cost or hourly rate by supplying orders to the Company.

2. Quotations and Price

The Company shall publish a price list or provide a quotation for its Goods and Services excluding GST following instructions from the Customer and the Customer shall confirm the cost by signing an order to the Company or signing the Company's quotation. Quotations shall be valid for (30) thirty days but the Company may withdraw any Quotation before Customer signed acceptance. The Company may cancel any order without liability if it considers the order uneconomic or impractical to fulfil.

The quotation price may be increased if the Company suffers any cost increases which are beyond its control in the supply, production and delivery of Goods (including increases in import costs and changes in currency) between the date of contract (or, where the contract arises from a quotation the date of the quotation) and the date of delivery, where the Company can supply written evidence of such cost increases or if the Customer varies or alters its requirements for the Goods. Variations and alterations may result from changes to instructions from the Customer requiring a changed basis for the cost of Goods OR additional parts, materials or Services. Any variations regarding price or supply to that agreed in the quotation or order that may be agreed between the parties during the period of supply shall be in writing and take precedence over that part of the quotation or order so affected.

No order that is accepted by the Company may be cancelled without the consent of the Company, and unless the Customer pays for all costs and expenses incurred by the Company in fulfilling the order to the date of cancellation; and if the Goods or any part of the Goods cannot be cancelled from the original manufacturer the Customer will be held liable for the cost of the Goods ordered or prepared by the Company to the time of cancellation.

For the sale of Goods or Services to Companies or Incorporations not registered in New Zealand the price shall be the quotation accepted by the Customer; and subject to any variation of this clause which will be notified to the Customer in writing, the price shall be paid by the Customer to the Company as follows:

- (a) in cleared funds prior to shipment of the Goods or establishment of the job or provision of services by the Company such as credit card payment, OR
- (b) by irrevocable letter of credit at sight and established by the Customer, OR
- (c) by any other means as notified to the Customer in writing when the order is placed.

3. Delivery of Goods and Services

Delivery of the Goods to the care and control of the Customer at the site designated by the Customer shall constitute delivery. Completion of installation, repair or servicing of the Customer's property shall constitute delivery of Services. The Company will make every effort to ensure that Goods and Services are supplied on time, but will not be responsible for any loss to the Customer arising in any way from delays in delivery. The Customer agrees that where the Goods are delivered in instalments each delivery will be regarded as a separate contract and subject to the same payment terms.

Where the Company has performed part or all of the supply of Goods or Services at a time agreed by the Customer but where delivery is delayed because of any act, omission or delay by the Customer or where the Customer has not rendered its site safe under the Health and Safety in Employment Regulations, the Company will require the Customer to pay that portion of the contract price which represents the costs incurred by the Company in carrying out supply and the Company may also charge stand by costs while the Customer renders the site ready.

Where the Customer or its agents has arranged for the supply of plans, specifications, drawings or permits and the correctness of foundations or settings required for the installation of the Goods or application of Services OR where the Goods are to be applied to or mixed with second hand or existing goods being the property of the Customer, by declaration in the quotation, it shall be the sole responsibility of the Customer that supply is satisfactory for the purposes they are intended and if the Company uses such supply and incurs costs where supply is not fit for the purpose intended by the Customer, the Customer shall pay the Company for all costs incurred in the Company's supply.

4. Payment

Payment is to be made by fifty per cent (50%) deposit and fifty per cent (50%) prior to delivery or commissioning of the Goods or Services unless the Company has agreed to other credit terms in which case payment shall be by the 20th of the month following the date of invoice or date of quotation and final payment is to be made in full without deduction or setoff according to the terms set out in the quotation or confirmation of order.

If payment is not made in full by the 20th of the month following delivery and the Company is entitled to charge the Customer interest on the unpaid overdue balance at the rate of 5% per annum above the current rate charged by the Company's bank calculated from the due date of payment down to the actual date of payment, and the Company may at its option suspend the sale and secure the Goods in its possession regardless of the term of this contract until the overdue amounts are paid in full.

The Customer shall agree that the Company has sole discretion to apply payments from the Customer to any transaction or Company invoice notwithstanding that the Customer may have applied the payment to a particular transaction or invoice.

If at any time the Company reasonably deems the credit of the Customer to be unsatisfactory, it may require the Customer to provide security for payment and/or the Company may suspend performance of any of its obligations under this contract until security is provided to the Company's satisfaction and the Company may require the Customer to pay all costs incurred as a result of suspension and re-commencement of supply including debt collection and legal costs.

5. Risk, Conditions for the use Goods or Services, Company Ownership and Title

Risk of any loss, damage or deterioration of or to the Goods shall be borne by the Customer from the time of delivery of the Goods into the Customer's care and control and the Customer shall insure the Goods for fire and loss damage. Where the Customer fails to insure the Goods upon delivery by the Company and the Goods suffer damage or loss the Customer agrees to pay the Company in full for the cost of the Goods.

The Customer agrees that the Company has legal and equitable right to title in the Goods and value of Services and ownership shall only pass to the Customer when the contract price is paid. For as long as ownership in the Goods is retained by the Company the Customer will store the Goods separately and in such a way that they are identifiable as the property of the Company.

Notwithstanding that property in the Goods and value of Services is retained by the Company, the Customer is hereby authorised to use the Goods and Services in the ordinary course of business but cannot alter the Goods or mix with or attach with other goods or property of the Customer without the written permission of the Company, and can only use the Goods or Services as the fiduciary agent and bailee of the Company until the Customer pays the Company in full without deduction or setoff: provided that such authority may be revoked by written notice at any time if the Company deems the credit of the Customer to be unsatisfactory or if the Customer is in default of its obligations under the contract or any other contract between the Company and the Customer.

In any event where Goods or Services remain unpaid by the Customer, the Company has unreserved right to enter the property of the Customer or its agents during normal business hours and remove Goods relating to the unpaid amount and the Customer will not hold the Company responsible for any economic or consequential loss that the Customer may suffer as a result, whether the Goods are attached to other goods or building or property owned by the Customer, or not. For Goods or Services supplied within New Zealand repossession will be conducted in accordance with the Credit (repossession) Act. The Company may resell the Goods notwithstanding that the Goods may have deteriorated or are damaged by the Customer. The proceeds of such sale shall be applied against monies owed by the Customer and shall otherwise not release the Customer from its obligations to pay the full contract price for the Goods.

6. Retention of Title upon resale of the Goods

Where Goods or Goods including the value of Services in respect of which title has not passed to the Customer are sold by the Customer any book debt created upon sale of such Goods and the proceeds of sale of such Goods, when received by the Customer, shall be held upon trust by the Customer for the Company and any proceeds of sale so received by the Customer shall be placed in a separate bank account and shall first be applied towards the satisfaction of all indebtedness of the Customer to the Company.

If the Goods including the value of Services the subject of this contract, have become the constituent of mixed with or attached to any other goods, meaning Goods that are sold by the Company and those goods are sold by the Customer prior to the Company receiving payment, then a portion of the proceeds of that sale, attributable to the Company's Goods or Services shall be the property of the Company, and the Customer shall ensure that such proceeds are at all times held in a separate fund in trust for the Company.

This reservation of title and ownership is effective whether or not the Goods have been altered from that supplied or mixed with other goods or materials or fixed to a building or property owned by the Customer. Where such Goods are altered or mixed and are severable but not identifiable or where it is impractical to remove the Goods without incurring loss to an innocent third party, or the Customer shall agree to give the Company an ownership interest in the property of the Customer in proportion to the contribution made by the Goods to the value of the Customer's property.

7. Personal Property Securities Act (PPSA)

Upon signing these terms the Customer acknowledges that:

- (a) These terms are a security agreement for purposes of section 36 of the PPSA, and
- (b) A security interest is taken in all Goods previously supplied to the Customer by the Company and in any and all Goods that will be supplied in the future by the Company to the Customer during the continuance of the parties' relationships.
- (c) The Security Agreement is a continuing security and will operate irrespective of any intervening payment or settlement of account until the Company has signed a release. The security interest granted in the Collateral has the same priority in relation to all and any Goods supplied to the Customer by the Company at any time.

The Customer shall also inform its creditors of the terms upon which it buys Goods from the Company including that the Company may create and register a Purchase Money Security Interest over the Goods under the Personal Property Securities Act and that the Customer agrees to waive the right to receive a verification statement for purposes of s.148 of the Act and shall also inform any Trustee in Bankruptcy or Liquidator of the Customer or any Receiver of the Customer's business or assets of the rights of the Company and title to the proceeds of sale.

8. Intellectual Property Liability

The Customer agrees that where the Company provides written instructions, written technical advice, drawings, designs, models, prototypes or samples the ownership (whether they are trade marked or not) shall remain the intellectual property of the Company and the Customer agrees that it can only use the intellectual property in the use of the Goods or Services and that it will not give, sell or assign the intellectual property of the Company to any third party.

Where the Company has followed plans, drawings, designs, specifications and instructions being oral or written provided by the Customer, the Customer shall indemnify the Company against damages, costs and expenses in respect of which the Company may become liable by following such plans, drawings, designs, specifications and instructions and including those arising from the infringement of patents, copyrights or trademarks by the Purchaser.

If any claim is made against the Customer in respect of infringement of copyright, patent or registered design (intellectual property) relating to the Goods supplied by the Company for the use of the Customer, the Customer shall advise the Company and follow the directions of the Company with regard to defence or security of the intellectual property and the Company will decide its course of action and indemnify the Customer against all claims against infringement of intellectual property brought by any third party.

9. Warranty and Guarantees

The Company warrants that it will supply the Goods as the description and general specifications for operation defined in the quotation or the specification data sheet for each product but that it will not be held responsible for the fitness of the Goods intended by the Customer except that it will repair, or at its option replace, Goods supplied under this contract that are delivered as defective and make good any defect in Services provided that the Customer notifies the Company in writing of any shortages in delivery within five (5) working days of delivery and of any defect within five (5) days of the defect occurring and subject to the warranty conditions.

The Company shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the Customer or any other person arising directly or indirectly from any breach of any of the Company's obligations arising under or in connection with the contract including delays in the delivery of Goods or Services or from any cancellation of the contract.

The Company shall not be liable for any breach or failure to perform any of its obligations under this contract where such breach or failure is caused by war, bad weather, adverse environmental conditions, civil commotion, hostilities, strike or lock out, act of God, fire, governmental regulations or directions, or reasons force majeure caused beyond the Company's reasonable control. The occurrence of such an event shall not give the Customer a right of cancellation of any contract.

continued on page 5

Please initial _____

BELLA HOMES NZ LIMITED Trading as Handles Plus TERMS OF TRADE FOR GOODS AND SERVICES

Notwithstanding anything herein before contained elsewhere in the contract, the liability of the Company whether in contract or pursuant to any cancellation of the contract in respect of all claims for loss, damage or injury arising from breach of any of the Company's obligations or from any cancellation of this contract or from any negligence, misrepresentation or other act or omission on the part of the Company, its servants, agents or contractors, shall be linked at the Company's option to repair or replacement or the price of the Goods or Services.

10. Claims for Damaged or Defective Goods.

The Company will provide a form for any claims for damaged or defective Goods or Services but will not accept any claim by the Customer for any reasons where the Customer may be prejudiced by the defect or failure of the Goods or Services including economic loss, consequential loss or any other form of loss whatsoever and this warranty will **not apply**, where:

- (a) Goods or Services have not been paid in full and according to the terms of payment.
- (b) The defect or failure is due to or resulting from damage or misuse or use contrary to the printed instructions of the Company for maintenance of care while in the possession of the Customer.
Common misuse is:
 - Not operating the Goods in accordance with Operating Manuals.
 - The Goods are not used to their rated capacity.
 - The Goods are subject to impact or sudden movement or continual relocation.
 - The Goods are used to hold loads of any type.
 - The Goods are subject to excessive vibration or heat or moisture.
- (c) The defect or failure is due to persons not technically competent to use the Goods.
- (d) The defect or failure is due to the Goods not being used for the purpose for which they were specified.
- (e) The defect or failure is caused by the Customer or a third party on behalf of the Customer attempting integration or interfacing of the Goods with other goods.
- (f) The Customer or any third party altering the Goods in any way different to the condition in which they were supplied or installed.
- (g) The defect or failure is due to environmental conditions of the Customer's site causing deterioration.
- (h) The defect is due to the Customer or its agent attempting modification or repair of the Goods.

If the Customer does not comply with the above requirements, the Customer will be deemed to have accepted the Goods and the Company will not incur any liability whatsoever in relation to the Goods.

11. Consumer Guarantees Act 1993

It is acknowledged that where the acquisition of Goods by the Customer from the Company is deemed to be for the business purposes of a business that these terms shall have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 to the extent permitted by that Act and all provisions of these terms and conditions shall be read as modified to the extent necessary to give effect to that intention.

The Customer may use published material, manuals, training notes and instructions of care for the Goods and maintenance guidelines provided by the Company but shall not, give or make any undertaking, assertion or representation in relation to the Goods to any other person or company without the prior approval in writing of the Company, and the Customer shall indemnify the Company against any liability or cost incurred by the Company as a result of any breach by the Customer of this provision.

12. Grounds for Termination by the Company

This Agreement may be terminated by the Company immediately on written notice to the Customer, if an Event of Default of payments due to the Company by the Customer occurs, and the Company may enter the premises of the Customer where the Goods are stored and remove them.

Default will also mean, if the Customer:

- (a) Shall commit any act of bankruptcy, or enter into any composition or arrangement with creditors.
- (b) Where the Customer is a company do any act that would render it liable to be liquidated or if a resolution is passed or proceedings commenced for the liquidation of the company or if a Receiver is appointed in respect of all or any assets of the company.

No release from obligations. Terminations of this agreement shall not relieve the Customer of its obligations to pay all money owed by it to the Company on any account whatsoever, which money shall be payable immediately notwithstanding that the date for payment of the money may not have arrived. Termination of this agreement shall not relieve the Customer from liability arising from any antecedent breach of the terms of this agreement.

Immediate Steps upon Termination. Upon the termination of this agreement for any reason, all remaining rights of the Customer granted by this agreement shall terminate and the Customer will only be entitled to receive any rebate or refund of the whole or any part of the money paid less costs incurred by the Company pursuant to this contract.

13. Dispute and Arbitration

In the event of any dispute between the Company and the Customer arising out of this contract, the substantive laws of New Zealand shall apply and the Customer shall agree to pay the undisputed part of the outstanding monies owed and such dispute shall be heard in Auckland within twenty (20) days of notification by one party to the other and the dispute shall be first referred to a Mediator who has knowledge and experience in the manufacturing and building or construction industries to be agreed between the parties and the costs shall be equally shared and upon failure to agree to the outcomes of mediation the dispute shall be referred to an Arbitrator on a shared costs basis and arbitration conducted in accordance with the Arbitration Act 1996 and any amendments thereof.

14. Guarantor(s)

The person(s) referred to as guarantor(s) in this contract shall both jointly and severally personally guarantee the obligations of the Customer under this contract and jointly and severally personally undertake liability to Bella Homes NZ Limited for any and all monies now or hereafter owed to Bella Homes NZ Limited against non payment by the Customer. The Guarantee and Indemnity declaration shall form part of this contract.

Please initial _____