

Credit Account Application Form

AgResearch Limited
 Private Bag 4749, Christchurch 8140, New Zealand
 Telephone +64 3 321 8800
 Email: Debtors@agresearch.co.nz
www.agresearch.co.nz

Please email form to genomnz@agresearch.co.nz

INDIVIDUAL / SOLE TRADER / PARTNERSHIP APPLICANT DETAILS

Full Name(s)	Date of Birth
Trading Name (if different)	

COMPANY / TRUST APPLICANT DETAILS

Company / Trust Name	Company Inc. No.
Trading Name (if different)	
Full Name of Directors/Trustees	Private Address of Directors/Trustees

GENERAL DETAILS

Postal Address	
Delivery Address (if different)	
Telephone	Fax
Mobile	Email Address
Nature of Business	Length of Time Business in Operation

TRADE REFERENCES

Please supply details of three business with whom you operate a major trading account		
Name of Supplier	Telephone No	Average Monthly Purchases
1.		
2.		
3.		

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CUSTOMER ACCEPTANCE

You (the applicant)

1. Confirm that the information provided is true and correct and that no relevant information has been withheld;
2. Have read and understood and agree to be bound by the Terms of Trade set out overleaf.

Privacy Act 1993

1. You authorise us to obtain from persons or organisations all information we reasonably require to assess your credit worthiness, and those persons to release that information.
2. We will use your personal information for purposes relating to your dealings with us and our related companies. You authorise us to release your personal information to our related companies.
3. All of your personal information will be held by us where it can be inspected and corrected by you.
4. You authorise us to release to any third party and personal or other information in relation to credit enquires.

Personal Guarantee

You agree to indemnify us against all costs: commissions, legal fees, collection agency costs or otherwise, incurred by us or our duly authorised agents relating to the recovery of any monies, goods or services that may be outstanding from time to time pursuant to the terms of this agreement. You personally guarantee any monies owed as a result of this application being actioned upon.

	Signatory One	Signatory Two
Signature		
Name (please print)		
Title / Position		
Date		

For AgResearch Use Only

Manager Recommendation

Credit Reference Results

Please forward the completed application to:

Genomnz
AgResearch Invermay Agricultural Centre
Private Bag 50034
Mosgiel 9053
New Zealand

Email: genomnz@agresearch.co.nz

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AGRESEARCH LIMITED TERMS OF TRADE

The following terms and conditions apply to credit facilities and all purchases of goods and services from AgResearch Limited ("we", "us" or "our"). These terms are subject to any other written agreements between us.

1. Terms and Acceptance of Orders

- (a) We will supply goods and services to you on these terms only unless we agree otherwise in writing.
- (b) We may however review any of these terms from time to time. If there is any change to these terms and conditions that change will take effect from the date on which we give notice to you of such change
- (c) We are under no obligation to accept all or any of your orders.

2. Payment

- (a) You must pay the price and our other charges on the 20th of the month following the month of purchase.
- (b) We may however require you to pay sooner, possibly before the services are performed or the goods are sent to you.

3. Overdue Payment

- (a) You must pay default interest on overdue payments at our then current default interest rate calculated from the date payment is due until the date we receive payment.
- (b) We may review our default rate from time to time.
- (c) You must immediately pay all costs (including legal costs) incurred by us in collecting or attempting to collect your overdue payments.

4. Ownership

We will remain the owner of the goods you purchase from us until all sums of money owed to us are paid in full.

5. Consumer Guarantees Act 1993

When you purchase goods or services from us for business purposes, then the guarantees and rights expressed or implied in the Consumer Guarantees Act 1993 in your favour do not apply to the goods or services.

6. Limitation of Liability

- (a) We will not be liable to you for failure to deliver by a specified date, or for loss caused by anything which is beyond our reasonable control.
- (b) To the extent permitted by law, the maximum aggregate amount of our liability to you under or in relation to any goods or services supplied by us, whether under contract, tort (including negligence), equity, legislation or otherwise, is limited to the amount paid to us by you for those goods or services.
- (c) In no circumstances will we have any liability for indirect, special or consequential loss or damage, lost profits or lost revenue; or will any director, officer or employee of ours have any liability to you, under or in relation to the goods or services, whether under contract, tort (including negligence), equity, legislation or otherwise.

7. Liability of Trustees

If the Purchaser is a trust, these terms will bind each trustee of that trust and each trustee personally. Our rights against each trustee will only be limited if the trustee is an independent trustee (not being a trustee who has a right to or interest in any of the assets of the trust except in the trustee's capacity as trustee of that trust). The liability of an independent trustee shall be limited to the assets of the trust. However, this shall not affect the liability of an independent trustee who has guaranteed the Purchaser's obligation under these terms in his or her personal capacity.

8. Governing Law

- (a) These terms will be governed by New Zealand law and you agree to submit the jurisdiction of the Courts of New Zealand.
- (b) The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

Effective 01 Sept 2019