

APPLICATION FOR CREDIT ACCOUNT

ACC. # (Office use only)

**Please read and initial each page of this application*

1. Account Details

Date of Application*:

Name of Company*:

NZBN*:

Account name to be used*:

Postal Address*:

Suburb*:

Postcode*:

Delivery Address*:

Suburb*:

Postcode*:

Phone*:

Cell Phone*:

Email*:

Accounts Contact Name*:

Phone*:

Accounts Email Address*:

Purchasing Name:

Phone:

Purchasing Email Address:

Sales Contact Name:

Phone:

Sales Email Address:

Please tick if you have had a credit account with Galpro previously

If yes, please add the account name and number (if known):

2. Requested website account details

Username:

(must not contain spaces, and be less than 20 characters long)

Password:

3. Type of Business*

Tick the box which best represents your business

Brokered Accounts

Caravan & Marine services

Cylinder Testers

Gasfitter/Plumber

Gas Supplier

Merchant

Reseller

Retail

Other

If other, please specify

8. Individual completing the application form

Position*:

Name*:

Phone*:

Email Address*:

Signature*:

Date:

I submit the above details of my application for a credit account with Galpro Stylex Ltd and agree to the following conditions.

Means & Ability

The Customer warrants that it is solvent, and will not become insolvent by incurring debts in respect of goods or services supplied by Galpro Stylex Ltd. This representation is repeated everytime the Customer places an order with Galpro Stylex Ltd.

Acceptance

Galpro Stylex Ltd will be understood to have approved the Customer's credit account if Galpro Stylex Ltd permits it to receive goods or services on credit. The Customer acknowledges that Galpro Stylex Ltd may in its discretion cancel or amend any credit limit at any time without notice.

Consent

The Customer consents to Galpro Stylex Ltd sending it electronic messages.

9. Guarantee and Indemnity

1. We guarantee timely payment of the guaranteed money unconditionally and irrevocably. For beneficial consideration, we enter into this document which involves, at our request, Galpro Stylex Ltd entering into the supply agreement and/or Galpro Stylex Ltd supplying or continuing to supply products or services under the supply agreement. We indemnify Galpro Stylex Ltd against any liability if any guaranteed cash is not owed or recoverable from the Customer for any reason. The amount of the loss would be equal to the amount that would otherwise have been recoverable by Galpro Stylex Ltd.
2. This document:
 - (a) is an ongoing guarantee and indemnity;
 - (b) shall not be deemed to be discharged in full or in part by the payment of any money and the fulfillment at any time of the Customer's relevant obligations or by any settlement of the account or other matter or thing; and
 - (c) remains in full effect until the guaranteed money has been paid and the Customer has completely met the relevant obligations and we have fully performed our duties under this document.
3. This document cover the Customer's guaranteed money and related obligations as varied from time to time, including as a result of any alteration or waiver under the Terms and Conditions of Galpro Stylex Ltd and with our approval or notification to us or not. No other clause is constrained by this. A judgment will be conclusive against the Customer.
4. (a) We give a security interest to Galpro Stylex Ltd in all of our present and future property, including real property. If required, we give Galpro Stylex Ltd a mortgage for the same. The non-personal property fee is a fixed charge. The security interest in accounts receivable shall take effect as a transfer. The security interest given by us is given as beneficial owner. We agree that the security interest offered by us extends to the assets of the trust and our personal assets if we are trustees of any trust. For the purposes of this clause and in relation to any compliance powers, we irrevocably designate Galpro Stylex Ltd as an attorney by means of security.
 - (b) The security interest covered by this clause is a continuing security interest and, to the degree that the security interest in this clause includes personal property, we waive every right to obtain a certificate of verification under the 1999 Personal Property Securities Act (PPSA) and we waive our rights under the PPSA to the fullest extent possible and accept that sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA will not apply.
5. If Galpro Stylex Ltd is required by law to disgorge any payment received by Galpro Stylex Ltd under the supply agreement or this document under any contractual requirements or upon the advice of its attorney, Galpro Stylex Ltd would be restored to the rights it would have had if the payment had not been made in settlement of a claim for an unjust or voidable preference under any insolvency law. We indemnify Galpro Stylex Ltd, including legal expenses, against any resulting loss, cost or expense. After this guarantee and indemnity is otherwise discharged, the clause continues.
6. Until the guaranteed money has been irrevocably paid and discharged in full, we are not entitled to and shall not, except as directed by Galpro Stylex Ltd:
 - (a) be subordinated at any time to Galpro Stylex Ltd or demand the advantage of any security interest or guarantee retained by Galpro Stylex Ltd or by any third party.
 - (b) either prove, say or gain directly or indirectly from any disruption, dividend or payment arising out of or relating to the customer's liquidation without the consent of Galpro Stylex Ltd; or
 - (c) have or demand from the Customer or any security provider the right of contribution or indemnity.
7. Guaranteed money in this document means any money that the Customer (whether alone or not) is or will become, for any cause whatsoever, currently or contingently liable to pay to or for Galpro Stylex Ltd's account (whether alone or not). It includes money by way of principal, interest, fees, costs, including legal costs, charges, duties or expenditures, or the payment under or in accordance with the supply arrangement of liquidated or liquidated damages, which includes money that the Customer may have been liable to pay for its liquidation, or for some other purpose.
8. Under this document, our obligations bind our successors and approved substitutes or assigns. If there is more than one of us, those duties bind us jointly and severally. If one of us who is supposed to sign does not sign, the contract applies. The provisions of this document survive termination of the supply agreement.
9. Supply agreement means the Terms and Conditions of trade (as amended or replaced from time to time) of Galpro Stylex Ltd in which Galpro Stylex Ltd provides the customer from time to time with products and/or services.
10. This document is governed by the laws of New Zealand.
11. You accept that the supplier can disclose your credit-related information to credit reporting bodies for the purposes of assessing the customer's creditworthiness or providing the customer with credit and you consent to the compilation, in compliance with the Privacy Act 1993 and the Credit Reporting Privacy Code 2001, of commercial credit-related information from credit reporting bodies and other sources.
12. You agree that:
 - (a) if a signature is needed, the condition is that electronic contact has been met;
 - (b) If the supplier is expected to produce a paper document, the obligation must be fulfilled by electronic communication; and
 - (c) Electronic communication means the communication of information by guided or unguided electromagnetic energy in the form of data, text or images, and involves scanned images or some other form of digital storage.

Checklist for Application Form (Tick once completed)

1. I acknowledge and accept the full Terms & Conditions, including the Freight, Returns and Warranty Policies (available on our website galpro.co.nz > Documents)
2. I acknowledge and accept that the terms of credit are 30 days terms
3. Payment to be made 20th month following issue of invoice
4. I acknowledge and agree that any gas fittings/equipment supplied by Galpro Stylex Ltd which requires a Licensed Gasfitter to install, is not to be on-sold to the public (as per AS/NZS 5601 or consult <https://www.pgdb.co.nz/consumer/check-its-legal/> for further clarification)
5. I have provided all information required to complete this Credit application, to the best of my knowledge
6. Driver's License copies attached
7. I have read and initialed all 6 pages

I the undersigned, hereby warrant my full authority to sign this account request and I accept full responsibility in respect to any outstanding unpaid moneys.

10. Guarantee Authority (Company Directors):

Name (Please print)*:

Signature*:

Date*:

Witness Name (Please print)*:

Witness Signature*:

Date*:

Name (Please print):

Signature:

Date:

Witness Name (Please print):

Witness Signature:

Date:

Name (Please print):

Signature:

Date:

Witness Name (Please print):

Witness Signature:

Date:

Terms & Conditions

1. DEFINITIONS

In these Terms and Conditions unless inconsistent with the subject or context:

- 1.1 "Galpro Stylex" means the supplier being Galpro Stylex Limited (Company no. 1285180) its successors in title, legal personal representatives, transferees, assigned and permitted employees, servants and agents.
- 1.2 "Customer" means the person named as Customer on the Credit Application and/or the Invoice, any person who accepts the Invoice as Customer and the successors in title, legal personal representatives, assigns, employees, servants and agents of the Customer; and where more than one person is included in the term "Customer" they will be jointly and severally liable;
- 1.3 "Delivered" means that the Goods have been delivered as directed by the Customer and the receipt by Galpro Stylex of a delivery acknowledgement signed by the Customer is sufficient evidence of delivery;
- 1.4 "Delivery Date" means the date for delivery of the Goods reflected on the face of the order;
- 1.5 "Goods" means the article or thing provided by Galpro Stylex to the Customer and shall include any article or thing named and described on the face of the Invoice or in any agreement for sale of goods/services; and includes where appropriate the services provided to the Customer by Galpro Stylex in installing the Goods and any other incidental services provided by Galpro Stylex to the Customer;
- 1.6 "Invoice" means a written invoice from Galpro Stylex to a Customer for Goods delivered by Galpro Stylex to the Customer; 1.7 "Purchase Price" means the price for the Goods specified on the face of the Invoice and/or any agreement for the sale of Goods/Services between Galpro Stylex and the Customer;
- 1.8 "Statement" means a monthly statement rendered by Galpro Stylex to a Customer in relation to Goods delivered by Galpro Stylex;

2. SALE AND PURCHASE OF GOODS

- 2.1 Galpro Stylex agrees to supply and the Customer agrees to purchase the Goods subject to these Terms and Conditions.
- 2.2 Galpro Stylex reserves the right to accept or reject all or part of any order submitted by the Customer.
- 2.3 Any gas fittings/equipment supplied by Galpro Stylex Ltd which requires a Licensed Gasfitter to install, is not to be on-sold to the public (as per AS/NZS 5601).
- 2.4 Merchants may be capped on purchase quantity on some stocked items if under high demand and supply pressure.

3. PAYMENT FOR GOODS

- 3.1 The Customer will pay Galpro Stylex the Purchase Price in New Zealand Dollars on the 20th day of the month following the Invoice Date.
- 3.2 If the Purchase Price is not paid in full the Customer will pay a late payment fee calculated on the unpaid amount from the date that the unpaid amount became due and payable to the date that the Purchase Price is paid in full at a monthly rate of interest equal to 1.5% per calendar month.
- 3.3 The Customer is not entitled to withhold payment of any amount due on account of any claim against Galpro Stylex.
- 3.4 The prices quoted by Galpro Stylex are subject to variation by Galpro Stylex to take account of variances in wages, materials or other costs at any time, with minimal/no notification. All prices are exclusive of sales and/or any goods and services, tax which will be charged at the appropriate rate where applicable.
- 3.5 If the Goods are delivered in installments Galpro Stylex may invoice on a pro rata basis as and when delivery of an installment has been made, and payments shall be due in respect of each delivered installment notwithstanding non-delivery of other installments.

4. DELIVERY OF GOODS

- 4.1 Unless agreed otherwise the costs of delivery of the goods from Galpro Stylex to the Customer will be payable by the Customer.
- 4.2 The Customer acknowledges that any Delivery Date is an estimate only and that whilst Galpro Stylex shall use reasonable and commercial endeavors to deliver the Goods on or before the Delivery Date Galpro Stylex does not warrant or represent or the Goods will be delivered on the Delivery Date. Galpro Stylex, its servants or agents will not be liable for late delivery or non-delivery and under no circumstances will Galpro Stylex be liable for any loss, damage or delay occasioned to the Customer arising from late or non-delivery nor shall the Customer be entitled to treat the agreement between Galpro Stylex and the Customer as repudiated should the Goods not be delivered on or before the Delivery Date. However if special requests for urgent deliveries are made then any additional costs will be charged to the Customer.

5. LIMITATIONS OF CLAIMS BY CUSTOMER

Any claims by the Customer in respect of the Goods must be notified in writing by the Customer to Galpro Stylex within seven days after delivery and if the Customer does not do so, the Customer agrees to forever release and discharge Galpro Stylex from all actions, suits, charges, claims and demands which relate directly or indirectly to the purchase of the Goods by the Customer.

6. LIABILITY AND INDEMNITY

- 6.1 Subject to Clause 6.5, the Customer acknowledges and expressly agrees with Galpro Stylex that:
 - 6.1.1 the Customer is satisfied that the Goods are fit for the purpose for which they were purchased;
 - 6.1.2 Galpro Stylex has given the Customer no warranty as to the fitness of the Goods for any particular purpose or that the Goods are of merchantable quality; and 6.1.3 Any term, warranty, condition, representation or obligation whether express or implied and whether as to quality, fitness for any particular purpose or otherwise relating to the Goods which is not expressly stated herein is expressly excluded from these Terms and Conditions to the extent permitted by the law.
- 6.2 The Customer agrees that Galpro Stylex, to the extent permitted by law, accepts no liability whether in contract or tort (including negligence or breach of statutory duty) or otherwise for any loss, damage, cost or expense of any kind whether direct, indirect or consequential (including for loss of profits, business or anticipated savings):
 - 6.2.1 arising directly or indirectly out of or in respect of the use, custody or supply of the Goods;
 - 6.2.2 caused directly or indirectly by the inadequacy of the Goods for any purpose or any defect in the Goods, and the Customer releases and forever discharges Galpro Stylex from all such responsibilities and liabilities and any claims, demands or causes of action in respect thereof.
- 6.3 The Customer hereby indemnifies Galpro Stylex against any liability, loss, damage, cost or expense suffered or incurred by Galpro Stylex as a result of Galpro Stylex taking any action or exercising any of its rights under these Terms and Conditions including but in no way limited to any debt collection costs and related legal costs.
- 6.4 Where applicable any Goods supplied by Galpro Stylex must be installed in accordance to the latest version of AS/NZS 5601, by an NZ approved and licensed gasfitter as issued by the NZPGDB.
- 6.5 The Customer shall, to the extent permitted by law, indemnify and keep indemnified, Galpro Stylex against any actions, proceedings, claims or demands for loss, damage, cost or expense whether direct, indirect or consequential (including for loss of profits, business or anticipated savings) brought, made or threatened against Galpro Stylex by any third party arising directly or indirectly out of or in respect of the use, custody or purchase and supply of Goods.
- 6.6 Nothing in this contract, whether express or implied, shall be taken to exclude, restrict or modify any non-excludable conditions, warranties or rights contained in applicable New Zealand legislation.
- 6.7 If Galpro Stylex is held liable for a breach of a condition or warranty implied by The Sale of Goods Act 1908, The Consumer Guarantees Act 1993 and The Fair Trading Act 1986 or equivalent statutes of any relevant jurisdiction any liability for such breach will be limited at Galpro Stylex option to any of the following as determined in the sole discretion of Galpro Stylex:
 - 6.7.1 a replacement of the Goods or the supply of equivalent Goods;
 - 6.7.2 the payment of the value of the Goods or of replacing the Goods or of acquiring equivalent Goods;
 - 6.7.3 the repair or restoration of the Goods; or
 - 6.7.4 the payment of the costs of having the Goods repaired or restored.

7. RETENTION OF OWNERSHIP

- 7.1 Upon delivery to the Customer, the Goods shall be at the Customer's risk.
 - 7.1.1 The Customer shall inspect all goods immediately upon delivery. In the case of damage, goods must be signed for as "damaged" and notify Galpro Stylex within 24 hours of delivery, or next business day.
 - 7.1.2 In the event of undelivered goods, the Customer must notify Galpro Stylex that the order/part of the order is missing, within 3 - 5 business days from date of invoice.
- 7.2 Notwithstanding Clause 7.1, property in and title to the Goods will pass to the Customer only when all moneys owing by the Customer to Galpro Stylex have been paid in full. Until such time, the Customer will hold the Goods as bailee for Galpro Stylex and in such a way that the Goods are at all times clearly identifiable as the property of Galpro Stylex.

7.3 In the event that:

7.3.1 (where the Customer is a corporation) the Customer is wound up or a meeting is called to consider its winding up or is placed under administration or a meeting is called to consider its administration or a provisional liquidator or a receiver or a receiver and manager is appointed or a security holder takes possession of its undertakings or property or any part thereof; 7.3.2 (where the Customer is a natural person) the Customer becomes insolvent or bankrupt or commits an act of bankruptcy or makes any arrangements with his or her creditors.

7.3.3 The Customer parts with possession of the Goods otherwise than by way of sale to a customer in the ordinary course of the Customer's business;

7.3.4 The Customer breaches any other conditions of the agreement between Galpro Stylex and the Customer; Galpro Stylex will have the immediate right to;

7.3.5 retake possession of the Goods without notice and for that purpose Galpro Stylex may enter upon any premises occupied by the Customer or any other place where the Goods are stored; and/or

7.3.6 sell the Goods and apply the proceeds after defraying expenses of sale and enforcement in or towards reduction of amounts due and payable.

7.4 The Customer shall be liable for all costs associated with the exercise of Galpro Stylex's rights under Clause 7, which will be payable by the Customer on demand by Galpro Stylex.

7.5 Unless otherwise notified in writing, the Customer is authorised to sell the Goods in the ordinary course of business. If the Customer does on-sell the Goods, the Customer will sell the Goods as agent and bailee of Galpro Stylex, and will hold the proceeds in trust for Galpro Stylex and will not mingle the proceeds with other moneys and the proceeds will be identified at all times as Galpro Stylex's money as long as there are any moneys owing by the Customer to Galpro Stylex.

7.6 The Customer irrevocably appoints Galpro Stylex as its true and lawful attorney to recover any proceeds of Goods on-sold by the Customer to any person and to exercise the Customer's rights against such person, including, without limitation, the rights to retake possession of the Goods.

7.7 This Retention of Title Clause 7 creates a security interest under The Personal Properties Securities Act 1999. The security interest extends to the proceeds of selling the goods (as specified in Section 45 and Section 46 of that Act); extends to any product or mass into which the goods sold are processed or co-mingled (as specified in Section 82 of the Act); and maintains its priority if the goods become part of an accession (as specified in Section 79 of the Act).

7.8 The Customer (for the purposes of Section 36(b) of The Personal Property Securities Act) agrees to this Retention of Title Clause creating a purchase money security interest in all goods that Galpro Stylex sells to the customer while those goods are held as inventory by the Customer until the Customer has fully paid Galpro Stylex for the goods. The Customer further hereby waives the right to receive a verification statement for the purposes of Section 148 of the said Act.

8. CANCELLATION

8.1 Subject to Clause 6.5, the Customer may not cancel any orders unless:

8.1.1 written notice of intention to cancel the order is given within five (5) working days after the date of the order; and

8.1.2 Galpro Stylex (in its absolute discretion) notifies the Customer in writing that it agrees to accept the cancellation of the order; and

8.1.3 the Customer pays Galpro Stylex any amounts necessary (in the absolute determination of Galpro Stylex) to indemnify Galpro Stylex against all loss resulting from the cancellation.

8.1.4 Galpro Stylex is not responsible for freight costs or recovery for the return of incorrect/cancelled orders, goods that are returned to Galpro Stylex Ltd must be sent freight paid.

9. OTHER TERMS AND CONDITIONS

9.1 The Customer must immediately notify Galpro Stylex in writing of any alteration of the ownership or effective control of the Customer, this includes receivership, solvency or insolvency.

9.2 The Customer may not assign its rights contained in any agreement between Galpro Stylex and the Customer to supply and purchase Goods without the prior written consent of Galpro Stylex but any such agreement is assignable in whole or in part by Galpro Stylex in its absolute discretion.

9.3 Galpro Stylex will have the right to suspend deliveries of Goods (notwithstanding that the Customer may not be in arrears with any payment) where Galpro Stylex in its absolute discretion considers the amount outstanding in the Customer's account (whether actually due for payment or not) is the limit to which Galpro Stylex is prepared to allow the Customer credit.

9.4 The waiver by a party of a breach or default of any of the provisions of these Terms and Conditions committed by the other party will not be construed as a waiver of any succeeding breach or default of the same or any other provisions.

9.5 These Terms and Conditions may not be amended or varied unless agreed in writing by the parties.

9.6 If any provision of these Terms and Conditions or its application to any person or circumstance is found to be invalid or unenforceable this will not affect the validity or enforceability of the other provisions of these Terms and Conditions which will remain in full force and effect.

9.7.1 All notices and other communications (including invoices) must be in writing and must be served by one of the following means:

- a) By personal delivery; or
- b) By posting by registered or ordinary mail; or
- c) By email

9.7.2 In respect of the means of service specified in clause 9.7.1 a notice is deemed to have been served:

- a) In the case of personal delivery, when received by the addressee;
- b) In the case of posting by mail, on the second working day following the date of posting to the addressee's last known address in New Zealand;
- c) In the case of email, when acknowledged by the addressee by return email or otherwise in writing.

9.7.3 A notice shall be valid if given by any director, general manager, solicitor or other authorised representative of the party giving the notice.

9.7.4 For the purposes of this clause (and the whole Agreement) a working day means any day on which registered banks are open in the province where the head office of Galpro Stylex is situated, except any Saturday or Sunday or any day between 24th December and 5th January in the following year (both inclusive). Notices served after 5pm on a working day, or on a day which is not a working day, shall be deemed to have been served on the next succeeding working day.

10. WHOLE AGREEMENT

10.1 These Terms and Conditions contain the entire agreement and understanding between Galpro Stylex and the Customer with respect to the subject matter to which they relate and there are no other prior or subsequent agreements, understandings, terms, conditions, warranties or representations, oral or written between the parties of their respective employees, servants or agents extending or otherwise relating to the provisions of these Terms and Conditions.

10.2 The Customer agrees that the terms and conditions contained in any document which passes from the Customer to Galpro Stylex that in any way alters these Terms and Conditions shall be of no effect and shall in no way represent the understanding between Galpro Stylex and the Customer.

11. GOVERNING LAW

These Terms and Conditions will be governed by the laws of New Zealand and the Customer and Galpro Stylex agree to submit to the jurisdiction of the New Zealand Courts.

12. PRIVACY ACT 1993 Please read the following carefully

12.1 The Customer hereby acknowledges that it has been informed by Galpro Stylex and its successors and assigns ("Galpro Stylex") that personal information about it may be disclosed to or acquired from a credit reporting agency.

12.2 The Customer hereby agrees that Galpro Stylex may contact any trade references or other credit references at any time whether now or in the future for the purpose of assessing credit worthiness.

12.3 The Customer hereby agrees that Galpro Stylex may receive from any credit provider or provide to any other credit provider any credit information whether by way or report record or otherwise relating to credit worthiness for the purposes of exchanging information, assessing credit worthiness and notifying or any default at any time whether now or in the future. 12.4 The Customer hereby agrees that Galpro Stylex may obtain from a reporting agency a credit report on the Customer for the purposes of assessing this credit application, and the Customer further consents to Galpro Stylex obtaining such reports from time to time for the purpose of assessing credit worthiness during the continuance of the credit provision.

12.5 The Customer hereby agrees that Galpro Stylex may obtain from a business which provides credit information a report or information in relation to the Customer's commercial credit worthiness or commercial dealings and use such information for the purposes of assessing this application for credit.

12.6 The Customer hereby agrees that in the event of default of payment of the debts that Galpro Stylex may disclose all information relating to the Customer's account to its collection agency for the purpose of receiving any or all amounts outstanding.

12.7 The Customer irrevocably authorises any person or company to provide Galpro Stylex with such information as Galpro Stylex may require in response to credit enquiries as set out above now or at any later date.

12.8 The Customer hereby agrees and authorises Galpro Stylex to furnish to any third party details of this application and any subsequent dealings that the Customer may have with Galpro Stylex as a result of this application being actioned by Galpro Stylex.

12.9 The Customer further agrees that the information collected above may be used by Galpro Stylex to compile mailing lists and the provision of promotional material either by Galpro Stylex or by any third party.