

Please take the time to complete our credit account application form carefully. This is an important document as it is a legal agreement. If you wish, you should obtain your own legal advice before completing this form.

Once completed please retain the Customer Copy and return the SMC Copy to Head Office.

Please tick to indicate your reasons for completing the credit account application form:

Update Existing Account Open new Account Change of Name Change of Legal Entity e.g. Sole Trader to Ltd Co

Please tick to indicate the legal entity of your business and complete the sections as requested:

Sole Trader Complete Sections 1,2,5,6,7 Partnership Complete Sections 1,4,5,6,7 Company Complete Sections 1,3,5,7 Other Complete Sections 1,4,5,7 _____ (Please state)

SECTION 1 • Applicant/Customer Details

Applicant/Customer Name: _____
 (Full name of the legal entity applying for the credit account to be opened and responsible for the operation of the account and payment of money owed)

Trading Name (if any): _____ Time in Business (years): _____
(Only complete this box if you trade using a name which is not your own name or your company's name)

Postal Address: _____

Delivery Address: _____

Telephone No: _____ Mobile No: _____ Fax No: _____ Email: _____

Accounts Contact: _____ Tel No: _____ Fax No: _____

Name & Branch of Bank: _____

SECTION 2 • Individual/Sole Trader/Guarantor

Home Address: _____ Date of Birth: _____

SECTION 3 • Company Please tick to indicate a limited liability company

Company No: _____ Date of Registration: _____ Paid up Capital/Shareholders Funds: _____

Name and address of Current Directors:

Name:	Home Address:	No of Shares Held:	Date of Birth:
_____	_____	_____	_____
_____	_____	_____	_____

SECTION 4 • Partnership/Other Applicant

Date Partnership/Other Applicant commenced: _____ Type of Business: _____

Name & Address of Partners/Proprietors or Others:

Name:	Home Address:	Shares in Partnership:
_____	_____	_____ %
_____	_____	_____ %

SECTION 5 • Credit References

Please supply details of businesses with whom you operate or have operated a major trading account. **Please ensure the following suppliers agree to give credit references:**

Name of Supplier:	Account No:	Phone No:	Business Type & Trading History:
_____	_____	_____	_____ Years
_____	_____	_____	_____ Years
_____	_____	_____	_____ Years

Please do not include financial institutions, credit card, phone or utility companies (i.e. power, gas).

SECTION 6 • Guarantee and Indemnity

An applicant (if requested to do so) must provide guarantors acceptable to SMC.

IN CONSIDERATION of SMC Pneumatics (N.Z.) 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 monies now owing to the seller by the Customer and all further sums of monies 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 monies owing to the seller by the Customer including the enforcement of this Guarantee; or
 - Monies 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 monies 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 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 principal debtor and liable to the seller accordingly.
5. 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 enquiries 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.
6. 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

SIGNED: Full Name:

Present Address:

SIGNATURE OF WITNESS: Name of Witness:

Present Address:

EXECUTED as a deed this _____ day of _____ 20_____

SECTION 7 • Declaration

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to SMC Pneumatics (N.Z.) Ltd that the above information is to the best of my/our knowledge, true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer. I/We also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am/are also signing this application form in my/our personal capacity.

Signature: _____ Print Name: _____

Office Use Only

Sector Code: _____ Technical Sales: _____ Prospect No. _____

Group (Please tick) Distributor End User OEM Reseller

Application Accepted by Finance Director:

_____ Credit Limit: _____

Account No: _____ Date: _____

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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 monies owing to the seller by the Customer including the enforcement of this Guarantee; or
 - Monies 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 monies 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 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 principal debtor and liable to the seller accordingly.
5. 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 enquiries 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.
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