Credit Account Application

Customer Profile (please use block letters)

Customer (Full Legal Name)				
Trading Name (if different to above)				
Business Address				
Postal Address (if different to above)				
Telephone		Email		
GST No.		NZBN:		
Nature of Business				
Name of Financial Controller				
Telephone		Email		
Accounts Payable Contact				
Telephone		Email		
Total Assets	$	Annual Turnover (approx.)	$	
Estimated Monthly Purchases	$	Maximum Monthly Credit Required	$	

Type of Business (A. or B. - tick one & complete)

A. Limited Liability Company			
Date of Registration		Equity $	
Directors (Print name & address)			

B. Sole Trader or Partnership	
Date Business Commenced	
Owners (Print name & address)	

Trade References

(Please provide details of two (2) organisations that extend a similar level of trade credit to you (please avoid using essential suppliers such as petrol stations, electricity or gas suppliers, etc.)

Company	**Contact Name**	**Title**	**Phone**

Please complete all applicable sections of this form.

Return to: Either: your KiwiRail Representative **Or** to KiwiRail Accounts Receivable

KiwiRail Account Receivable: Email: accounts.receivable@kiwirail.co.nz Phone. 04 495-3000

Terms of this Credit Account Application

To KiwiRail Holdings Limited, trading as Rail Freight or the Interislander Commercial Vehicle Freight ("**KiwiRail"**)

The Customer hereby applies for a credit account and credit payment terms in relation to payment for services provided by KiwiRail to the Customer on the terms detailed below. The Customer acknowledges and agrees:

A. That the approval of this Application and the granting of a credit account and credit payment terms is at the discretion of KiwiRail and no services will be provided on credit until this Application is accepted by KiwiRail. Credit Terms granted in accordance with this Application may be revoked, extended or changed in any way by KiwiRail at any time at its discretion.

Initial Credit Payment Terms	20th of the month following date of invoice

B. All services provided by KiwiRail are provided in accordance with KiwiRail's General Conditions of Carriage applicable at the time for the relevant carriage of goods, passengers and/or freight and provision of services, a copy of those General Conditions of Carriage being available on KiwiRail's website (www.kiwirail.co.nz) or on request. The Customer confirms they accept these General Conditions of Carriage and acknowledges that the General Conditions of Carriage include terms which allow KiwiRail to charge interest on overdue accounts, recover costs (including solicitor / client costs) incurred in recovering any debt from the Customer and to also retain the Customer's freight if any invoice payment has not been made by the due date. The Customer also acknowledges that the General Conditions of Carriage contain terms which exclude or limit KiwiRail's liability in some circumstances and that KiwiRail may change the terms in the General Conditions of Carriage from time to time. The Customer is urged to read the General Conditions of Carriage carefully so as to fully understand its obligations when it requests the provision of services by KiwiRail, including as to payment.

C. The Customer will provide to KiwiRail copies of the Customer's annual financial accounts, or such other financial information KiwiRail may reasonably require, on not less than an annual basis if asked for by KiwiRail. (Note: It is understood that these financial accounts or other financial information will be held strictly in confidence by KiwiRail).

D. The Customer hereby authorises KiwiRail to collect, hold, use and disclose any personal information about the Customer for our business activities including offering and delivering services to you, credit assessment, management and enforcement purposes (including receiving or disclosing information to credit reference agency or any other persons in response to a credit inquiry or for debt collection purposes), communicating with the Customer, for any contract and law compliance and enforcement activity and to support KiwiRail's planning, operational, administrative and marketing activity (including sharing information with other KiwiRail Group companies, our advisors, service providers and contractors); all in accordance with KiwiRail's privacy statement which can be read at www.kiwirail.co.nz.

E. That failure by the Customer to comply with any of the above terms and conditions may result in KiwiRail revoking or changing the Credit Terms or closure of the Customer's credit account.

The Customer hereby warrants that the information provided in this Application is true and correct and the Customer agrees to the terms and conditions of this Application and KiwiRail's applicable General Conditions of Carriage.

Signed by an Authorised Signatory of the Customer:	
Full Name of Person Signing for the Customer:	
Designation of Person Signing:	
Date:	

KiwiRail Approvals:

Initial Credit Limit	$	**Initial Credit Terms**	20th of the month following

Accounts Receivable / Credit Manager	Signature and Print Name	**Date**	
Revenue Manager	Signature and Print Name	**Date**	

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KiwiRail Account Receivable: Email: accounts.receivable@kiwirail.co.nz Phone. 04 495-3000

Guarantee

Guarantor Details (please use block letters)

Full legal name of Guarantor			
Postal Address			
Street Address			
Telephone		Email	

Customer Details (please use block letters)

Full name of Customer			
Postal Address			
Street Address			
Telephone		Email	

In consideration of KiwiRail Holdings Limited ("**KiwiRail**") agreeing to supply goods and services and making credit available to the Customer, the Guarantor hereby:

1. Guarantees as principal debtor and not merely as a surety the due and punctual payment of all sums payable at any time by the Customer to KiwiRail.
2. Guarantees that the Customer will comply with the terms and conditions of the Credit Account Application and KiwiRail's General Conditions of Carriage.
3. Agrees that this Guarantee constitutes an irrevocable, unconditional, continuing and unlimited guarantee of the Customer's obligations which will remain in force and effect until KiwiRail agrees otherwise in writing;
4. All payments under this Guarantee must be made in full without deduction, counter-claim or set-off.
5. The liability of the Guarantor will not be affected by any act, omission, waiver, release, indulgence or neglect to sue on the part of KiwiRail.
6. In addition to the Guarantee above, the Guarantor unconditionally and irrevocably agrees to indemnify KiwiRail against any loss, cost or expense (including any debt collection or legal fees) that KiwiRail may suffer or incur resulting from the failure by the Customer to make payment of any sums due to KiwiRail on the due date and the recovery of any such sums owing to KiwiRail including the enforcement of this Guarantee.
7. If there is more than one Guarantor, each Guarantor is severally liable.
8. The Guarantor hereby authorises KiwiRail to collect, hold, use and disclose any personal information about the Guarantor when considering this Guarantee and assessing the creditworthiness of the Guarantor and the Customer; and for our business activities including offering and delivering services to you, credit assessment, management and enforcement purposes (including receiving or disclosing information to credit reference agency or any other persons in response to a credit inquiry or for debt collection purposes), communicating with the Customer, for any contract and law compliance and enforcement activity and to support KiwiRail's planning, operational, administrative and marketing activity (including sharing information with other KiwiRail Group companies, our advisors, service providers and contractors); all in accordance with KiwiRail's privacy statement which can be read at www.kiwirail.co.nz
9. The Guarantor acknowledges that before signing this Guarantee:
   (a) they have taken independent legal advice; or
   (b) they have chosen not to seek such advice and have signed this Guarantee based on their own judgement and that they take sole responsibility for doing so and waive any rights that they might otherwise have arising out of a failure to obtain such advice.

Signature

Signed by the Guarantor:		In the presence of: Witness signature:	
		Witness name:	
		Occupation:	
Date:		Address:	

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