

## CREDIT AGREEMENT

BETWEEN **KIWI TIMBER SUPPLIES LTD ("KIWI")**

AND \_\_\_\_\_ ("the Customer")

The Customer:

- (a) confirms that the information provided is true and correct : and
- (b) agrees to be bound by the Terms and Conditions contained herein and have read and understand them: and
- (c) confirms that no information has been withheld that Kiwi should be aware of in considering this application for credit: and
- (d) hereby agrees and authorises Kiwi to obtain any information from a third party for the purpose of credit assessment.

**Note:** Where the applicant is a company or a trust, authorised directors or trustees (no less than two) will be required to sign this agreement and provide a Letter of Authority.

1) Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_  
2) Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_  
Identification Presented Yes No Licence / Credit Card / Passport (circle one)  
In the presence of: \_\_\_\_\_ Full Name of Witness: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Address: \_\_\_\_\_

### THIRD PARTY SECURITY/LIABILITY FOR DEBTS

To: Kiwi its successors and assigns

Full name of Guarantor(s) 1) \_\_\_\_\_ 2) \_\_\_\_\_  
Residential Address) 1) \_\_\_\_\_ 2) \_\_\_\_\_

1. In consideration of Kiwi not requiring the repayment for a period of 1 day from the date of this application of presently outstanding moneys (if any) due from the Customer to Kiwi and Kiwi granting the Customer credit on such terms and conditions Kiwi deems fit (and as may be amended from time to time), the Guarantor(s) and its/his/her successors or personal representative hereby guarantees due and punctual payment of all and any moneys which are now or at any time become payable to Kiwi by the Customer and where there is more than one Guarantor(s) they shall be jointly and severally liable.
2. It is also agreed that as between Kiwi and the Guarantor(s) shall be a principal debtor and be liable jointly and severally to Kiwi as if the Guarantor(s) incurred the debt. The Customer and/or the Guarantor(s) shall not be released from any liability whatsoever by any indulgence, granting of time, waiver, compromise, settlement, release, breach of contract by Kiwi, excess of credit limit, cancellation of credit, refusal to supply, amendment of terms of credit or supply, forbearance to sue or any other act, omission, matter or thing which would otherwise affect or limit or discharge the liability of the Guarantor(s) or personal representatives of the Guarantor(s) or the Customer. These reservations apply generally. The Guarantor(s) liability shall be for all moneys and not be limited to any amount.
3. It is also agreed that the obligations herein shall be continuing obligations and shall not, without limiting clause 2 hereof, be satisfied or discharged by the Customer's account at any time or times coming into nil or credit balance or the winding up, liquidation, dissolution, death or bankruptcy or compromise with, settlement with or release of the Customer's and/or the Guarantor(s) or any one of or more of them but shall continue in full force and effect.
4. The Guarantor(s) expressly acknowledge that the term of this agreement and the credit agreement terms and conditions have been read, understood and are accepted without reservation. The Guarantor(s) further acknowledge that the opportunity to obtain independent legal advice has been provided.

Signed by the Guarantor(s)

1) Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_  
2) Signature: \_\_\_\_\_ Full Name: \_\_\_\_\_  
In the presence of: \_\_\_\_\_ Full Name of Witness: \_\_\_\_\_  
Occupation: \_\_\_\_\_  
Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ Address: \_\_\_\_\_