



Komatsu New Zealand

CREDIT APPLICATION FORM

Your application will be treated in the strictest confidence

Please return to: **Komatsu Australia Pty Ltd - Accounts Receivable Dept**
Email: remittance@komatsu.co.nz or fax 09 969 6708
PO Box 98900 Manukau City Auckland 2241

APPLICANTS NAME:
(LEGAL ENTITY ONLY)

TRADING NAME:
(IF APPLICABLE)

CO OFF #: NZBN:

BUSINESS ADDRESS:

POSTAL ADDRESS:

TELEPHONE: FAX:

MOBILE: EMAIL:

Business Information

Applicant's principle industry? Mining / Construction / Repair / Retail / Gov't / Other
(please circle)

Describe nature of business

No. of permanent employees Year business established

Annual turnover (Av' previous three years) \$

Business premise (please circle): Leased / Mortgaged / Owned (unencumbered)

Internal use only

Application received

Approved Limit Approved

Comments

Coding

PPS: _____ ACC: _____ Dunning: _____ Search Term: _____ Rental: **Yes / No**

Directors' Name**Residential address**

Trade references. Please list your major suppliers that are willing to provide trade references. It is the Applicant's responsibility to ensure referees are willing and able to support the Applicant's credit worthiness. Delayed or non-response by referees will prevent processing of this application.

Supplier Name	Your Acc No.	Telephone	Fax

Your fleet (please describe your equipment fleet type & age (Yrs/ Hrs)
(this information will assist Komatsu determine the appropriate credit limit)

KOMATSU machines Model - No. of machines - Age/hours	Other Brands Type - No. of machines - Age/hours

Name & contact details (your bank or external accountant able to provide information in support of your credit application (if applicable)

Or name of customer contact (able to discuss financial/business info in support of this application):.....

Please note. Komatsu utilise a third party credit information providers who may contact this person and other parties listed in this application seeking further information in support of this application.

Requested credit limit.....

Will Applicant be providing unique purchase orders numbers when placing orders? **Yes / No**

Has the Applicant directly or through a related party previously applied for credit from Komatsu New Zealand ?? **Yes / No** If yes, please provide details.

Acc. Name..... Komatsu Acc No:

Relationship to Applicant.....

Credit Terms

1. By applying to Komatsu Australia Pty Ltd (“Komatsu”) for credit the applicant (“Applicant”) agrees to these terms. The amendment of any of these terms may result in Komatsu declining to provide a credit facility to the Applicant. These terms take precedence over any Applicant standard terms.
2. The Applicant affirms that the information provided in this application and any other supporting documentation is complete, accurate, and not misleading. If the Applicant does not provide all the information requested, the application may be unsuccessful.
3. The Applicant authorises Komatsu to make enquires and exchange with or provide to any other credit provider or credit reporting agency, information regarding the credit worthiness of the Applicant, its directors, shareholders and related parties.
4. The Applicant warrants that the persons signing this application are authorised to apply for credit and execute this application on its behalf.
5. Komatsu reserves the right to extend, withdraw, or limit the amount of credit available to the Applicant without notice and Komatsu shall not be liable to the Applicant for any consequential losses incurred.
6. All sales by Komatsu to the Applicant shall be governed by Komatsu standard terms and conditions of sale in place at the time of each purchase (unless variations to the Komatsu standard terms and conditions are agreed to by Komatsu and the Applicant in writing) and these terms and conditions shall prevail over any purchase order or other purchaser terms. These terms and conditions (which may be amended from time to time by Komatsu) are available on request from Komatsu.
7. All accounts must be paid in full within 30 days of the end of the month that the invoice was rendered. Where accounts are overdue, then all unpaid invoices become immediately due and payable.
8. The Applicant must immediately notify Komatsu in writing of changes in control of the Applicant or any changes in directors, substantial shareholders (more than 20%), or partners (as applicable), or changes in address of the Applicant, or any other change to the Applicant’s business or circumstances that may impact on the Applicant’s credit worthiness.
9. Allowance by Komatsu to the Applicant of time to pay or extension of the amount of credit will not constitute a waiver by Komatsu of any of these terms.
10. The Applicant indemnifies Komatsu for any expenses incurred by Komatsu in recovering any amounts which are overdue.
11. If the Applicant applies for or enters into any form of insolvency administration including administration, receivership, liquidation or bankruptcy then the all unpaid invoices become immediately due and payable, Komatsu may stop supplying goods and services and Komatsu may retake possession of any goods which it owns.
12. Any goods supplied to the Applicant by Komatsu remain the property of Komatsu until all monies owed by the Applicant to Komatsu for these goods are received in clear funds by Komatsu and while these goods remain Komatsu’s property the Applicant must keep the goods in good repair and condition (excluding fair wear and tear), keep the goods stored separately and marked so that the goods are clearly identifiable as the property of Komatsu and if requested promptly inform Komatsu of the location of the goods and not sell, assign or lease the goods or any interest in them or permit any charge, lien or other encumbrance to be created in relation to them. The Applicant acknowledges that the retention of title in this clause gives rise to a security interest and it must promptly do all things which Komatsu may require to enable Komatsu to perfect, protect and maintain its security interest.
13. If the Applicant disposes of any goods while they remain Komatsu’s property, or if any of the goods become part of another product sold by the Applicant, the Applicant holds the proceeds on trust for Komatsu up to the amount it owes Komatsu for the goods, and must immediately pay that amount to Komatsu.
14. If the Applicant fails to pay Komatsu any amounts due for goods supplied by the due date then Komatsu has the right and irrevocable license from the Applicant to, with reasonable notice and subject to complying with site safety requirements, via its representatives, enter premises where the goods are stored and repossess the goods. Komatsu is entitled to keep or sell the repossessed goods. Komatsu is not liable for any loss, damage or liability suffered as a result of exercising its rights in this clause.
15. The Applicant will indemnify Komatsu for any loss or damage resulting from a breach by the Applicant of these terms.
16. Komatsu requests, if the Applicant is a company that each of the directors of the Applicant and any parent company of the Applicant (“Guarantors”) provides the attached guarantee. If such a Guarantee is not provided then Komatsu may reject this credit application.
17. Komatsu will use the personal information provided by the Applicant and Guarantors in the credit application for the purpose of assessing the credit worthiness of the Applicant and Guarantors. In doing so personal information may be provided to credit reporting agencies for the purpose of obtaining consumer or commercial credit reports and allowing the

agency to create or maintain a credit information file about any of these persons or entities. In addition, personal information may also be provided to Komatsu insurers for the purpose of Komatsu's credit insurance and to Komatsu service providers that require the information to provide services to Komatsu such as outsourced technology services. The Applicant and Guarantors may request access to personal information held by Komatsu by contacting Komatsu using the contact details set out at the commencement of this Credit Application Form. Komatsu may contact any trade reference or other credit reference at any time whether now or in the future for the purpose of assessing credit worthiness. The Applicant and Guarantors agree to Komatsu obtaining from credit reporting agencies a consumer or commercial report for the purpose of assessing this credit application and credit worthiness during the continuance of credit provision. Komatsu may disclose information relating to the Applicant's account to its collection agency for the purpose of recovering any amounts which are outstanding.



Signed: Signed:

Print Name: Print Name:

(The Applicant or its authorized representatives)

Date: Date:

Deed of Guarantee

In consideration of Komatsu Australia Pty Ltd ("Komatsu") at the request of the applicant for credit from Komatsu

Name: CO OFF#:.....

Full Name of Applicant and Company Office Number

("Applicant") agreeing to supply goods and/or services on credit to the Applicant each of the persons or entities set out below as guarantors ("Guarantors") jointly and severally agree to guarantee to Komatsu as a continuing guarantee the payment of all amounts due to Komatsu from the Applicant for such goods and/or services. Each Guarantor agrees to the Credit Terms set out in the Credit Application Form as they apply to the provision of credit from Komatsu to the Applicant and as they apply to Komatsu undertaking credit assessments of the Applicant and each of the Guarantors.

Executed by the Guarantors as Deed:



Director Guarantors:

Director: Director:

Print Name: Print Name:

Date: Date:

Director: Director:

Print Name: Print Name:

Date: Date:

Parent Company Guarantor:

Company Name: CO OFF #:

Parent Company of Applicant by its authorized representatives (two directors or a director and secretary)



Signed: Signed:

Print Name: Print Name:

(The Applicant or its authorized representatives)

Date: Date: