



INSTRUCTIONS
(read this section first)

Enter TM code here

1. Complete all sections of this form using BLOCK letters in blue or black ink.

2. Completed forms should be;

Posted to: _____

Faxed to: _____

Emailed to: _____

3. Questions regarding this form should be directed to the Accounts Receivable Team on +64 07 958 2319

THE APPLICANT

(details of the company / business applying for credit)

Registered Name: _____

Company/Business Number: _____ ABN/GST Reg: _____

☐

Registered
Company

☐

Sole Trader /
Partnership

☐

Government
Department

☐

Other Incorporated
Entity

☐

Trust*

Registered Trading Address: _____

Postcode: _____

Trading Name: _____

Nature of Business: _____ Date Established: _____

Postal Address: _____

Postcode: _____

Accounts Payable: Tel: (____) _____ Fax: (____) _____

Accounts Payable Email: _____

Bank: _____ Branch: _____ Purchase Order Required: ☐

*If Trust please provide details of trustee

Trustee Name: _____

Trustee Company/Business Number: _____

DELIVERY / SERVICE DETAILS
(details of where the delivery / service is required)

Delivery / Service Address: _____

Postcode: _____

Contact Person: _____ Contact Tel: (____) _____

Special Instructions: _____

MSDS Email: _____

DIRECTOR / PROPRIETOR / OWNER DETAILS
(if more than four directors, proprietors or owners, attach a separate page with details)

Director / Proprietor / Owner 1: Full Name: _____ Address: _____ _____ Post Code: _____ Date of Birth ____/____/____	Director / Proprietor / Owner 2: Full Name: _____ Address: _____ _____ Post Code: _____ Date of Birth ____/____/____
Director / Proprietor / Owner 3: Full Name: _____ Address: _____ _____ Post Code: _____ Date of Birth ____/____/____	Director / Proprietor / Owner 4: Full Name: _____ Address: _____ _____ Post Code: _____ Date of Birth ____/____/____

ACKNOWLEDGEMENT
(an authorised agent of the company / business must sign here)

The applicant and signatory appearing below hereby acknowledges receiving, reading and understanding the Ecolab terms and conditions of trade and agrees to be bound by the same.

Signed for on behalf of (enter applicant name here) _____

Signed: _____ Name: _____

Dated this _____ day of _____ 20_____ Position: _____

PRIVACY AUTHORITY

(all directors, proprietors or owners should sign this authority)

Credit Reporting Privacy Code 2004**NOTICE OF DISCLOSURE OF YOUR CREDIT INFORMATION TO A CREDIT REPORTING AGENCY**

Part 2, Rule 1 of the above Code prohibits Ecolab Pty Ltd A.B.N. 59 000 449 990 and Ecolab New Zealand GST Reg 10 983 878 (each of which is referred to in this Privacy Authority as "Ecolab"), from giving a credit reporting agency personal information concerning myself/ourselves if Ecolab has not first informed me/us that this may occur.

I/We acknowledge that this notice informs me/us that certain details set out in this notice concerning me/us may be provided to credit reporting agencies. These details may include:

- Identity particulars
- The fact that I/we have applied for credit and the amount
- The fact that Ecolab is a current credit provider to me/us
- Payments which become overdue by me/us for more than 60 days and for which collection action has commenced
- Advise that payments are no longer overdue
- Cheques for \$100 or more drawn by me/us which have been dishonored more than once
- In specific circumstances, that in the opinion of Ecolab I/we have committed a serious credit infringement
- That credit provided to me/us by Ecolab has been paid or otherwise discharged.

I/We acknowledge that the above information may be given to a credit reporting agency.

AGREEMENT THAT ECOLAB MAY SEEK CONSUMER CREDIT INFORMATION

I/We agree to Ecolab obtaining from a credit reporting agency a credit report containing personal credit information about me/us for the purpose of assessing the Application (or any continuance of credit).

AGREEMENT THAT ECOLAB MAY SEEK CONSUMER CREDIT INFORMATION

I/We agree to Ecolab receiving from a credit reporting agency a credit report containing personal credit information about me/us in relation to collecting overdue payments.

AGREEMENT TO ECOLAB USING INFORMATION RECEIVED FROM A CREDIT PROVIDER IN ASSESSING THE APPLICATION

I/We agree that Ecolab may use information concerning my/our commercial activities or credit worthiness received from a person whose business or undertaking is the provision of such information for the purpose of assessing the Application.

AGREEMENT TO ECOLAB SEEKING FROM OR GIVING TO OTHER CREDIT PROVIDERS DETAILS ABOUT MY/OUR CREDIT WORTHINESS

I/We agree that Ecolab may give to and seek from any credit providers named in or for the Application and any credit providers that may be named in a credit report issued by a credit reporting agency, information about my/our credit arrangements. I/We understand that this information can include any information about my/our credit worthiness, credit standing, credit history or credit capacity that credit providers are allowed to give or receive from each other under the Credit Reporting Code.

Dated this _____ day of _____ 20_____

1. _____ 2. _____ 3. _____ 4. _____
Signature Signature Signature Signature

1. _____ 2. _____ 3. _____ 4. _____
Print Name Print Name Print Name Print Name

TERMS AND CONDITIONS OF SUPPLY
(effective 01 May 2013)

These Terms and Conditions of Supply apply to any and all products and services supplied by or on behalf of Ecolab New Zealand ("Ecolab") to the customer identified overleaf, notwithstanding anything that may be stated to the contrary in Customer's enquiries, on Customer's orders or in Customer's terms and conditions, save that where Customer and Ecolab have entered into a separate agreement for the supply of products and services the terms of that agreement will apply.

1 Price and Payment

- 1.1 Customer agrees to pay the prices stated for the products and services. Unless otherwise specified, the prices do not include the costs of delivery, transportation and insurance or any applicable taxes, such as sales tax or goods and services tax which shall be payable by Customer.
- 1.2 Customer must pay for the products and services prior to the last business day of the calendar month following that in which the relevant invoice is issued by Ecolab.
- 1.3 Unless Ecolab otherwise agrees in writing, if Customer does not pay any amount invoiced by the due date, then in addition and without prejudice to any rights or remedies available to Ecolab:
 - (a) interest will be payable by Customer on the amount due at the rate of 12% per annum (or such other rate as Ecolab notifies to Customer from time to time) accruing daily from the due date until Ecolab receives payment in full;
 - (b) all amounts invoiced to or owing by Customer will become immediately due and payable;
 - (c) Ecolab reserves the right to withhold any or all products and services including any service reports, testing results or other services or documentation;
 - (d) Ecolab may enter into Customer's premises and take back any products and Equipment supplied by or on behalf of Ecolab; and
 - (e) to the maximum extent permitted by law, Ecolab accepts no liability whatsoever in connection with its performance or non-performance of this Agreement.
- 1.4 Should any invoices be outstanding for 30 days or more at the time when any rebate is due, Ecolab reserves the right to offset any outstanding invoices over 40 days against any rebate otherwise due.
- 1.5 If Customer does not pay any amount by the due date, Customer will be liable for all costs reasonably incurred by Ecolab in connection with any debt recovery, legal proceedings or other action taken by Ecolab to enforce payment. The amount of such costs will be added to Customer's account and will form part of the principal debt.
- 1.6 Ecolab may, at its discretion, suspend credit to Customer without notice at any time.

2 Delivery

- 2.1 Ecolab will use its reasonable endeavours to deliver the products and services to Customer in accordance with any agreed delivery requirements, but time of delivery shall not be of the essence and Ecolab will have no liability to Customer (whether for loss or damage or otherwise) if, notwithstanding such endeavours, there is a delay in delivery. If the products and services are not delivered in accordance with any delivery requirements, Customer is not relieved from its obligations to purchase and pay for the products and services.
- 2.2 In addition to any other rights and remedies available to it, Ecolab will be entitled to withhold delivery of any products and services, cancel any order for products and services or discontinue supplying products and services to Customer until such time as any amounts due and owing by Customer to Ecolab are paid.
- 2.3 Customer will have a period of 14 days after delivery of products to inspect the products. If all or some of the products do not conform with any specifications provided to Customer, Customer may return such products to Ecolab within 14 days after their delivery, or as otherwise agreed in writing by Ecolab. Any products not so returned will be deemed to be accepted by Customer.

3 Risk

- 3.1 Unless otherwise agreed by Ecolab in writing, the risk of loss and damage to products passes to Customer on delivery to Customer or to Customer's carrier or agent, whichever occurs earlier.
- 3.2 Title to products supplied will not pass to Customer until Ecolab has received payment in full of the price for all products supplied by Ecolab to Customer.
- 3.3 Within 7 days of Ecolab's request, Customer must return to Ecolab all unused products covered by the request for which Ecolab has not received payment in full.
- 3.4 Until products are fully paid for, Ecolab: (a) retains title to the products; (b) has by itself or by its agent the unrestricted right to enter Customer's premises, or the premises of any related body corporate or agent where products are located, without liability for trespass or any resulting damage, and to re-take possession of products; and (c) is entitled to keep or re-sell any products so re-possessed.

4 Equipment

- 4.1 Ecolab may provide equipment to Customer for Customer's use ("Equipment"). All Equipment remains at all times the sole and exclusive property of Ecolab.
- 4.2 Subject to clause 4.4 and for so long as only Ecolab's products are dispensed in conjunction with the Equipment, Ecolab will provide regular service to maintain the Equipment in useable condition whenever Ecolab considers it necessary, at no charge to Customer, and shall repair or replace Equipment worn or damaged through normal use.
- 4.3 To the full extent permitted by law, Ecolab shall not be liable to Customer for any damages in relation to the supply or failure to supply or performance of the Equipment.
- 4.4 While the Equipment remains at Customer's premises, or otherwise in Customer's possession or under its control:
 - (a) Customer bears all risk of loss, theft, damage and destruction of the Equipment, excepting normal wear and tear;
 - (b) Customer must keep the Equipment clean, take all reasonable steps to prevent it from deterioration and comply with all directions of Ecolab regarding use of the Equipment;
 - (c) if the Equipment is lost, stolen, damaged or destroyed, excepting normal wear and tear, Customer will reimburse Ecolab, at Ecolab's election, for any repairs to or replacement of the Equipment or part thereof or for the reduction in value of the Equipment;
 - (d) if Customer makes more than 3 service call outs per year in respect of the Equipment which Ecolab determines relate to or are caused by Customer's equipment, Customer will reimburse Ecolab the costs of the services call out;
 - (e) Customer must comply with all other reasonable directions given by Ecolab in relation to the Equipment;
 - (f) Customer must not remove or in any way interfere with or modify the Equipment without the prior written consent of Ecolab; and
 - (g) Customer must notify Ecolab of any change in ownership, control or disposal of its business.
- 4.5 Ecolab may repossess or replace the Equipment at any time without prior notice to Customer. Customer agrees that Ecolab has the right to enter Customer's premises at all reasonable times to view, repair, replace or remove the Equipment.

5 Retention of Title and PPSA

- 5.1 Title to:
 - (a) products supplied will not pass to Customer until Ecolab has received payment in full of the price for all products supplied by Ecolab to Customer and any other money owing by Customer to Ecolab; and
 - (b) any Equipment provided to Customer by Ecolab in accordance with clause 4 will remain with Ecolab at all times.
- 5.2 Customer acknowledges and agrees that where Ecolab retains title to the products and Equipment: (a) Customer holds the products and Equipment as fiduciary agent and bailee of Ecolab; (b) Customer may use the products and Equipment only in the ordinary course of its business, and may not otherwise deal in any of them; and (c) the products and Equipment must at all times be properly stored, protected and insured so as to enable them to be identified as property of Ecolab.
- 5.3 If: (a) Customer exceeds any credit limit specified by Ecolab from time to time; (b) execution is to be levied against the products or Equipment; or (c) Customer becomes insolvent, has a receiver or administrator appointed over all or any part of its assets, enters into any arrangement or composition with its creditors or enters into liquidation, or is otherwise unable to pay its debts when due, to the extent that Ecolab retains title in the products and equipment, Ecolab has by itself or by its agent the unrestricted right to enter Customer's premises, or the premises of any related body corporate or agent where products are located, without liability for trespass or any resulting damage, and to re-take possession of products and Equipment and keep or dispose of them.
- 5.4 The Customer acknowledges that clause 5 creates a security interest (as that term is defined in the Personal Property Securities Act 1999 ("PPSA")). The Customer will promptly execute any documents, provide all necessary information and do anything else required to ensure that the security interest constitutes a perfected security interest and wherever

possible a purchase money security interest as defined in the PPSA. The Customer waives the right under the PPSA to receive a copy of any verification statement and contracts out of the debtors right referred to in section 107 of the PPSA.

- 5.5 Customer must not grant any other Security Interest in respect of the products and Equipment which would rank equally with, or in priority to, a Security Interest held by Ecolab over the products and Equipment.
- 5.6 As between debts owed to Ecolab secured by Purchase Money Security Interests and other debts, Ecolab will be entitled to apply monies received from Customer against the other debts first at its sole discretion and despite any direction from Customer to the contrary.
- 5.7 For the purposes of this clause 5, the terms "financing statement", "financing change statement", "Purchase Money Security Interest", "Personal Property Securities Register", "Security Interest" and "verification statement" have the meanings given in the PPSR

6 Warranties

- 6.1 To the maximum extent permitted by law, the only warranties applicable to products supplied by Ecolab will be as follows:
- (a) for products not manufactured by the Ecolab, any express guarantee or warranty made available by the manufacturer of those products; and
 - (b) for products manufactured by Ecolab, Ecolab will, subject to clause 6, remedy any products which are established to be defective within the period of 3 months after delivery, provided the following conditions are met:
 - (i) *such defects have arisen solely from faulty material or workmanship;*
 - (ii) *the products have not been subjected to maltreatment or interference;*
 - (iii) *the defect has not been as a result of inattention or misapplication by Customer;*
 - (iv) *the products have been used, operated and maintained on the conditions and for the purpose specified and in accordance with any instructions or recommendations of Ecolab;*
 - (v) *all other products, accessories or equipment used by Customer in conjunction with the products are manufactured by or approved by Ecolab; and*
 - (vi) *any defective products are promptly returned to Ecolab.*

- 6.2 To the maximum extent permitted by law, other than the express warranties set out in clause 6.1, all other conditions, representations, warranties and guarantees, whether express or implied, by statute or otherwise, in relation to the products and services are expressly excluded.

7 Limitation of Liability

- 7.1 The limitations on Ecolab's liability in these Terms and Conditions are made to the extent permitted by law. Nothing in these Terms and Conditions restricts the effect of any warranties or conditions which may be implied by the *Consumer Guarantees Act 1993* (except where the products are acquired for the purposes of a business, in which case the provisions of that Act shall not apply) or any other law which cannot be excluded, restricted or modified. Subject to those laws, to the extent to which Ecolab is entitled to do so, its liability under such implied conditions or warranties will be limited, at Ecolab's option, to: (a) in the case of goods: (i) the replacement or repair of the relevant goods, or the supply of equivalent goods; or (ii) the payment of the cost of replacing or repairing the goods, or of acquiring equivalent goods; and (b) in the case of services: (i) supplying of the services again; or (ii) the payment of the cost of having the services supplied again.
- 7.2 To the maximum extent permitted by law, Ecolab is not liable in any way whatsoever, whether in tort (including negligence), contract, breach of statute or otherwise, for any incidental, indirect, special or consequential losses or damages or economic loss, including any loss of clientele, loss of business revenues or loss of profits by Customer.

8 Force Majeure

Without prejudice to any other provisions hereof, Ecolab shall not be liable for any delay in performance or failure to perform any of its obligations, if such performance is prevented, restricted or affected by a force majeure event or any other cause beyond Ecolab's control.

9 Miscellaneous

- 9.1 These Terms and Conditions can only be altered, varied or added to by prior written approval of an authorised representative of Ecolab. Ecolab reserves the right to change its Terms and Conditions at any time. Any amendments to these Terms and Conditions shall apply to all orders accepted by Ecolab after such amendments have been notified to the Customer.
- 9.2 The parties are independent contractors and these Terms and Conditions are not intended to create any partnership, trust or agency relationship.
- 9.3 This Agreement may not be assigned, in whole or part, by Customer without the prior written consent of Ecolab. Ecolab may assign its rights and delegate its obligations under this Agreement to an Ecolab parent, subsidiary or affiliate. This Agreement is binding upon and inures to the benefit of each party's respective successors or permitted assigns.
- 9.4 If any provision of these Terms and Conditions is held by a court to be unlawful, invalid or unenforceable in any jurisdiction, it is to be read down and severed in that jurisdiction to the extent that it is unlawful, invalid or unenforceable, and the validity and enforceability of the remaining provisions shall not be thereby affected.
- 9.5 If at any time Ecolab does not enforce any of these Terms and Conditions or grants Customer time or other indulgence, Ecolab shall not be construed as having waived that term or condition or its right to later enforce that or any other term or condition.
- 9.6 These Terms and Conditions are governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of that country.

PRIVACY STATEMENT (effective 01 May 2013)

At Ecolab we respect and are committed to protecting your privacy.

Ecolab may sometimes hold personal information about the director's / owners / employees of companies we are seeking to trade with. This may include, but is not limited to: Name; Date of Birth; Home Address; Drivers Licence Number; and Banking Details.

The purpose of collecting such information is to assess the credit account application, managing your account, and if necessary, insure our risk and collecting debts.

Ecolab may disclose this information to related companies, other credit providers and our service providers. (such as a collection agency, for the purpose of collecting money, if a credit account is not paid within our terms of credit).

If you have any questions or wish to obtain a copy of Ecolab's Privacy Policy Statement, or wish to make a request for access to any personal information that we may hold about you, or wish to make a complaint about the way in which we have handled your personal information, please contact our Privacy Officer at PO Box 383, North Ryde BC, NSW, 1670. More information about privacy and accessing personal information is in Ecolab's privacy policy which is accessible at www.ecolab.com