



ACCOUNT APPLICATION FORM

DUNSFORD MARINE LIMITED • 66 Shelly Beach Road, Saint Mary's Bay, Auckland 1011
Telephone: +64 9 307 9122 • Mobile: +64 21 483 725 • Email: kaz@dunsfordmarine.co.nz

ENTITY DETAILS

APPLICANT'S FULL LEGAL NAME (i.e. not trading name): (the applicant")

(Please tick) Sole Trader Individual Partnership Ltd Company Other (please state):

Trading as: Postal Address:

Physical Address: Email:

Nature of Business: Years in Business:

Telephone: Fax: Date of Birth:

Contact Name & Position:

OWNERSHIP please insert Owner(s) / Directors Name(s) in full

1: Address:

2: Address:

IF LIMITED LIABILITY COMPANY - Address of Registered Office:

Date of Incorporation: Incorporation No:

FINANCIAL & PROFESSIONAL ADVISORS

Shareholders Funds: Paid Up:

Name of Accountant: Solicitor:

Bank: Branch: Acct No:

Table with 4 columns: Company, Contact Name, Phone Number, Account open since. Header: TRADE REFERENCES

General description of services to be provided:

I WARRANT TO DUNSFORD MARTINE LTD:

- 1. that the above information is to the best of my knowledge, information and belief true and correct; and
2. that I have carefully read and agree to be bound by the terms and conditions as printed overleaf; and
3. that I am duly authorised to make this credit account application on behalf of the applicant and of anyone duly authorised to enter into future contracts on behalf of the applicant.

I also acknowledge that pursuant to the personal guarantee contained in the terms and conditions that I am also signing this application form in my personal capacity.

If the applicant is a company then this application form must be signed by a company director of the company.

I agree to terms and conditions on the next page

TERMS AND CONDITIONS

1. What is the purpose of this contract?

1.1 This contract sets out the terms and conditions that apply when you ("you" and "your") decide to purchase *services* from *Dunsford Marine Ltd* ("we", "us" and "our").

2. What information about you can we collect?

2.1 You agree that we may obtain information about you to:

- assess your credit worthiness;
- enforce any rights under this contract;
- market any of our *services* to any other entity.

2.2 You agree that we may give that information to any person for the above purposes, but you may withdraw your consent at any time.

2.3 You may access any information that we hold about you and ask us to correct any mistakes in it.

3. What are our services?

3.1 In these terms and conditions "*services*" means and includes, without limitation:

- all marine surveys, including ship, boat, yacht, launch, cargo and container surveys;
- damage assessments, ISM/ISPS/ISO/MLC audits, technical management and superintendency, insurance assessment and loss adjusting, marine consultancy;
- salvage contracting;
- the provision of membership and the establishment and management of a "Safe Ship Management System" ("MOSS");
- the provision of inspection services, inspection reports and certificates including certificate of surveys and re-inspections;
- all other duties and obligations; and
- all services identified in any written request, email, proposal, quotation, or invoice issued by us to you, which documents are deemed to be incorporated into and form part of our contract with you.

4. What does equipment mean?

4.1 In these terms and conditions "*equipment*" means ships, yachts, boats, launches, cargo, containers, cranes or any other equipment, vehicle or machinery that is the subject of the *services* provided by us to you.

5. What is the price?

5.1 The *price* is the cost of the *services* as agreed between you and us.

5.2 If no *price* is stated in writing or agreed to orally, the *services* will be treated as supplied at the current amount that we supply those *services* at the time of our contract with you.

6. What and when must you pay us?

6.1 You agree to pay us:

- on or before the 20th day following the date of the invoice ("the due date") without deduction by way of set-off, counterclaim or otherwise;
- interest on any amount you owe us after the due date at the rate of 2.5% per month or part month;
- costs, including debt collection and legal costs that we may incur as a consequence of having to enforce any of our rights contained in our contract with you.

7. What happens when we give you a quotation?

7.1 When we give a quotation for *services*:

- unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
- the quotation shall be exclusive of Goods and Services tax unless specifically stated to the contrary; and
- we reserve the right to alter the quotation because of circumstances beyond our control; and
- where services are required in addition to the quotation, you agree to pay for the additional cost of such *services*.

8. Can we contract out?

8.1 In the course of completing the *services* we may contract out wholly or in part the *services* contracted for by you. ("the sub-contracting").

8.2 The sub-contracting costs will form part of our *price* for the services.

9. What is the limitation on our liability?

9.1 The Maritime Transport Act 1994, the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or obligations imposed on us, our liability shall, where it is allowed, be excluded or if not able to be excluded, only apply to the minimum extent required by the relevant statute.

9.2 Subject to clause 9.1, if we are deemed to be liable to you for any loss or damage of any kind whatsoever, arising from the supply of *services* by us to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including our negligence) or otherwise, then it is agreed by you that our liability is limited in its aggregate to \$1,000.00.

10. What are the inspection requirements?

10.1 If on the completion of an inspection or re-inspection of any *equipment* we are satisfied that the *equipment* meets acceptable safety standards we may issue a certificate in respect of the relevant *equipment* for the duration of a period specified by us.

10.2 Any re-inspections that we agree to undertake will only be undertaken after all payments due from you to us, on any account whatsoever, have been paid in full.

10.3 We will not be obliged to issue any temporary or continuing certificate in relation to any *equipment* if we are of the opinion that the *equipment* does not meet acceptable safety standards.

10.4 If we become aware that any currently certified *equipment* no longer meets generally accepted safety standards, or is being operated in a way which breaches such standards, we may give written notice of our findings to you. If you do not or are unable to remedy the breach within such time as we may specify in our written notice to you, then we may revoke or suspend the certificate given in relation to that *equipment* and advise you accordingly.

10.5 If during the course of any inspections or at any other time we form the opinion that the continued operation of any *equipment* represents a risk to human life or safety, we will promptly advise you accordingly.

10.6 It is agreed that we will be given access, at mutually agreed times, to your premises and to every item of *equipment* in relation to which *services* are to be provided.

10.7 In addition you agree to provide us with such information concerning the operation of any equipment or any other matter we consider necessary for the proper completion of our *services*, duties and obligations.

10.8 You shall promptly advise us of the acquisition, disposition, conversion, alteration or construction of any *equipment* in relation to which we provides services, or any accident involving such *equipment*.

11. What rights do we have to cancel or suspend this contract?

11.1 In addition to any other entitlement we may have to suspend or cancel our contract with you, we have the right by notice to suspend or cancel any part of any contract for the supply of *services* to you, if you fail to pay any money owing to us after the due date.

11.2 Any cancellation or suspension will not affect our claim for:

- money due at the time of cancellation or suspension;
- damages for any breach of your obligations to us under this contract or any other legal rights we have.

12. Does a personal guarantee apply?

12.1 If you are a company or the trustee of a trust:

- the director or trustee signing this contract, in consideration for us agreeing to supply *services* and grant credit to the company or the trust, also sign this contract in their personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes us, and to indemnify us against non-payment;
- any personal liability of a company director or trustee will not exclude the company or trust from the liabilities and obligations contained in this contract.

13. Can this contract be terminated?

13.1 Either of us may terminate any contract for the supply of *services* on giving the other party not less than 45 days' notice in writing of termination.

13.2 Any termination is without prejudice to each of our rights and entitlements (including the payment of any monetary sum due to be paid by you to us) that arose prior to the expiry of the termination date.

14. What also are you agreeing to?

14.1 We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.

14.2 If we fail to enforce any of the terms and conditions contained in this contract it shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.

14.3 If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.

14.4 If these terms and conditions are at variance with your order or instructions, these terms and conditions shall prevail.

14.5 These terms and conditions are to be governed and interpreted in accordance with New Zealand law within New Zealand jurisdiction.