

APPLICATION TO OPEN CREDIT ACCOUNT

We, the company below (called "the customer"), apply for credit from Pink Bin Company Limited ("Pink Bins") and agree to be bound by the terms and conditions of credit contained overleaf.

COMPANY DETAILS		
Company Name:		
Company No.:		
Postal Address:		
Suburb:	City/Town	Postcode
Contact Details:		
Business Phone: ()	Mobile Phone: ()	
Fax ()	Email	

DIRECTORS/MANAGER OF COMPANY	
First Name:	First Name:
Middle Name(s):	Middle Name(s):
Last Name:	Last Name:
Date of Birth:	Date of Birth:
Street Address:	Street Address:
Suburb:	Suburb:
City/Town:	City/Town:

TRADE REFERENCES (company/contact person and phone number)	
1. Name:	Tel: ()
2. Name:	Tel: ()
3. Name:	Tel: ()

BUSINESS DETAILS
Trading Name:
Bank:
Accountant:
Monthly Credit Limit: \$

SIGNATURES	
Director's Name:	Manager's Name:
Signature:	Signature:

Date: _____

TERMS AND CONDITIONS OF CREDIT

The applicant whose signature appears overleaf warrants that he or she is authorised to make and sign the application. The applicant hereby requests that Pink Bins supplies goods and services on credit and in consideration of this agrees to the following terms and conditions:

- (a) all accounts for services supplied are due and payable in full by the 20th day of the month following the date of the invoice unless otherwise agreed in writing by Pink Bins.
- (b) time is of the essence in respect of payment of obligations of the customer. If payment is overdue that shall constitute a breach of these conditions and the customer will upon demand pay to Pink Bins interest on any overdue payment at the rate of 1.5% per month from the date that payment was due until payment in full is received by Pink Bins.
- (c) If payment is overdue Pink Bins may in addition to its other remedies cancel or suspend the customer's entitlement to credit and require payment in cash for the provision of services or withhold the supply of services until the customer has paid all sums owing to Pink Bins.
- (d) The customer shall, if required by Pink Bins, arrange for the customer's liability to be guaranteed by directors of the customer on terms satisfactory to Pink Bins.
- (e) The customer authorises Pink Bins to provide or collect from any credit reporting agency and any person or company named in this application or in a credit report that otherwise extends credit to the customer personal information about the customer for the purpose of assessing this application and monitoring the customer's credit worthiness during the continuance of this agreement.
- (f) The customer will, upon demand, pay all Pink Bins' expenses and legal costs (on a solicitor/agent/client basis) for the collection of overdue moneys.

TERMS AND CONDITIONS FOR THE SUPPLY OF BINS

Note: "Pink Bins" refers to Pink Bin Company Limited and the term "you" refers to you as the customer.

1. **Terms:** The supply of bins and services by Pink Bins is governed by these terms and conditions, which may be amended from time to time as per clause 14.
2. **Orders:** Once your order has been received and confirmed by Pink Bins, you will be bound by a contract to purchase the services requested by that order, subject to your rights to cancel and/or vary the order set out in clause 3 of these terms and conditions either verbally or in writing.
3. **Cancellation of Delivery or Variation of your order:** You are entitled to cancel or vary your order prior to delivery of the bin, provided you do so with enough notice (24 hours) to prevent dispatch of an unwanted bin to your site. Cancellation or variation after dispatch or deliver will incur a "delivery but non use of bin" charge.
4. **Pick up:** Should you require a change in the agreed date for the pickup of your bin, you must notify Pink Bins's office with enough notice (24 hours) to prevent an unnecessary trip to your site. Failure to do so may incur an additional charge
5. **Price:** The price of the services to be provided as quoted at the time of receipt of your order, or as per agreement at time of opening an approved trade account. All prices are quoted based on the delivery address given at the time of placing your order, this may be subject to change if the address of delivery changes.
6. **Payment:** Payment by Cash, Cheque or Credit Card (Visa or MasterCard) on delivery of the bin or for Trade clients with a credit account on the 20th of the month following. Failure to make payment on the agreed terms may incur a penalty interest of 1.5% per month from the due date to actual date of payment.
7. **Use and care of bin/s whilst on your site:**
 - a. Refer Information Sheet overleaf.
 - b. While you have a bin on your site, you must not:
 - Move the bin without Pink Bins' consent. Should you do so and we are unable to pick up the bin within a reasonable timeframe onsite, or within the agreed rental period, you may be charged for additional time for our driver on pick up and/or truck towing cost where applicable and additional onsite rental costs.
 - Fill any bin higher than level with the top of the bin, or fill it in such a manner to cause spillage of its contents on pickup or in transit.
 - Place in the bin any hazardous chemicals or materials – including but not limited to asbestos, liquid paint, solvents, acid, oil or liquid concrete. Any damage to persons or property from Hazardous substances may be reported to and followed up by OSH.
 - Light fires in the bin.
 - Mix Hardfill and General Rubbish in the bin.
8. **Risk:** You will be liable to Pink Bins for any damage to a bin while in your possession, subject to normal wear and tear.
9. **Privacy:** You authorise Pink Bins to collect, retain and use personal information about you for the purpose of processing your payment for any services which you purchase from us. Under the Privacy Act 1993, you may request access to or correction of your personal information held by us.
10. **Force Majeure:** Pink Bins will not be liable for any failure or delay in complying with any obligation imposed by these terms if the failure or delay arises from any circumstance beyond our control, including without limitation fire, flood, earthquake, explosion, war, insurrection, sabotage, industrial disputes, transportation embargo, changes in law, delays or disruption by government or government agencies.
11. **Waiver:** If at any time Pink Bins does not enforce any of these terms or grants you at the time indulgence, we will not be construed as having waived that term or its rights to later enforce that or any other term.
12. **Severability:** If any portion of these terms is deemed to be invalid, illegal or unenforceable the remaining provisions shall remain in full force and effect.
13. **Governing Law:** These terms will be governed by New Zealand law and you agree to submit to the exclusive jurisdiction of the New Zealand Courts.
14. **Changes to Terms and Conditions:** Pink Bins may alter these terms at any time, notification of the changes will be made on our website, and in writing to Trade customers.