

## SECTION 1 – ACCOUNT DETAILS AND TRADING INFORMATION

|   |  |  |                        |                |       |
|---|--|--|------------------------|----------------|-------|
| <b>CUSTOMER DETAILS</b>                                     | TRADING NAME   |  | DATE                   |                |       |
|   | REGISTERED COMPANY NAME  |  |                        |                |       |
|   | REGISTERED ADDRESS   |  |                        |                |       |
|   | DELIVERY ADDRESS (if different)  |  |                        |                |       |
|   | POSTAL ADDRESS   |  | POST CODE              |                |       |
|   | BUSINESS STRUCTURE <input type="checkbox"/> Ltd Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Ltd Partnership <input type="checkbox"/> Other |  |                        |                |       |
|   | CONTACT NAME   |  | TITLE                  | EMAIL          | PHONE |
|   | ACCOUNTS   |  | PHONE                  | EMAIL          |       |
| <b>INSURANCE</b>  | INSURANCE WHERE GOODS ARE HIRED  |  |                        |                |       |
|   | The Account Holder is to insure hired machinery prior to beginning of hire period. Maximum excess \$5,000.00 unless agreed in writing with Pemberton Hire unless agreed otherwise.   |  |                        |                |       |
|   | Certificate of Currency to be attached   |  |                        |                |       |
| <b>OWNERS/DIRECTORS/TRUSTEES DETAILS – TRADE REFERENCES</b> | <b>NAME</b>  |  | PHONE                  | DOB / /        |       |
|   | POSITION HELD  |  | DRIVERS LICENSE NUMBER |                |       |
|   | ADDRESS  |  | TIME AT RESIDENCE      | OWNED/RENTED   |       |
|   | PREVIOUS ADDRESS   |  | TIME AT RESIDENCE      | OWNED/RENTED   |       |
|   | <b>NAME</b>  |  | PHONE                  | DOB / /        |       |
|   | POSITION HELD  |  | DRIVERS LICENSE NUMBER |                |       |
|   | ADDRESS  |  | TIME AT RESIDENCE      | OWNED/RENTED   |       |
|   | PREVIOUS ADDRESS   |  | TIME AT RESIDENCE      | OWNED/RENTED   |       |
|   | <b>TRUST DETAILS (IF APPLICABLE)</b>   |  |                        |                |       |
|   | NAME OF TRUST (PLEASE ATTACH COPY OF TRUST DEED).  |  |                        |                |       |
|   | <b>TRADE REFERENCES</b>  |  |                        |                |       |
|   | NAME   |  | PHONE                  | CONTACT PERSON |       |
|   | NAME   |  | PHONE                  | CONTACT PERSON |       |

## SECTION 2 – AUTHORITY

|                  |   |      |          |      |
|------------------|---|------|----------|------|
| <b>AUTHORITY</b> | <p>a) I/We hereby apply for credit, or wish to enter into such other agreement or arrangement with Pemberton Hire, knowing that Pemberton Hire is under no obligation to supply goods or services on credit and that such credit may be withdrawn by Pemberton Hire at any time in Pemberton Hire's sole and unfettered discretion or such other agreement or arrangement may be cancelled by Pemberton Hire in accordance with the terms of that agreement or arrangement. If my/our application is accepted by Pemberton Hire:</p> <p>b) I/We agree to be bound by the attached terms and conditions and acknowledge that the terms and conditions may be changed from time to time by Pemberton Hire by notice in writing and/or changed on the Pemberton Hire website (<a href="http://www.pembertonhire.co.nz">www.pembertonhire.co.nz</a>)</p> <p>c) I/We declare that the information supplied in this form is true and correct and that I/We have disclosed all information that may be material to Pemberton Hire in assessing my/our application; and where the applicant is a company or other entity as set out in Section 1 I am/We are authorised to make this application on behalf of the or other entity and acknowledge that</p> <p>d) I/We sign this application on behalf of the Account Holder and in my/our capacity as guarantor.</p> <p>e) I/We each grant to Pemberton Hire a General Security Interest in all our present and after acquired property on the latest Auckland District Law Society General Security Agreement Terms as set out in our terms and conditions.</p> <p>f) I/We confirm that we have been reviewed a copy of the terms and conditions and have been further advised that a copy of these terms and conditions is available on the Pemberton Hire website (<a href="http://www.pembertonhire.co.nz">www.pembertonhire.co.nz</a>).</p> <p>Signed by the account holder and/or on behalf of the account holder by:</p> |      |          |      |
|                  | SIGN  | NAME | POSITION | DATE |
|                  | SIGN  | NAME | POSITION | DATE |

**PERSONAL GUARANTEE**

In consideration of Pemberton Hire agreeing to provide credit to. Sell goods to, or enter into a hire, lease or other agreement or arrangement with the Account Holder at my/our request:

1. I/We as the guarantor/s unconditionally guarantee to Pemberton Hire the due and punctual payment by the Account Holder of all monies payable and the due at punctual performance by the Account Holder of all obligations owed, whether in accordance with the attached terms and conditions or otherwise, to Pemberton Hire.
2. I/We indemnify Pemberton Hire against any loss or damage Pemberton Hire might suffer as a result of the Account Holder's breach of these terms and conditions or otherwise or should these terms and conditions or any other agreement between the parties be lawfully disclaimed or abandoned by any liquidator, receiver or other person, or by reason of these terms and conditions or any other agreement between the parties becoming void or unenforceable by Pemberton Hire.
3. I/We agree that I/We are deemed as principal debtor for all accounts held by the Account Holder with Pemberton Hire.
4. I/We agree that this guarantee shall be a continuing guarantee and shall not be discharged by any settlement or payment of any account and that this guarantee is both joint and several.
5. I/We agree that our liability under this guarantee shall not be discharged, abrogated, prejudiced, or affected by:
  - a. The granting of time, credit or the indulgence or other concession by Pemberton Hire;
  - b. Any alteration, modification, variation or addition to any agreement between the Account Holder and Pemberton Hire;
  - c. Any other act, omission or event which but for this provision might operate to discharge, impair or otherwise affect, my/our obligations under this guarantee or any powers or remedies conferred upon Pemberton Hire by this guarantee or by law.
6. I/We grant to Pemberton Hire a General Security Interest in all of our present and after acquired property on the latest Auckland District Law Society General Security Agreement terms as set out in the terms and conditions.
7. I/We confirm that I/We have been advised by Pemberton Hire that I/We should seek legal advice before signing this guarantee and have either obtained that advice or have freely and voluntarily waived my/our right to obtain that advice.

|           |                    |
|-----------|--------------------|
| SIGN      | WITNESS SIGN       |
| FULL NAME | WITNESS NAME       |
| POSITION  | WITNESS ADDRESS    |
|           | WITNESS OCCUPATION |
| SIGN      | WITNESS SIGN       |
| FULL NAME | WITNESS NAME       |
| POSITION  | WITNESS ADDRESS    |
|           | WITNESS OCCUPATION |