



SECTION D: DETAILS FOR PARTNERSHIPS / TRUSTEES / DIRECTORS		
Full names	D.O.B.	Address
1		
2		
3		
4		

SECTION E: FINANCIAL INFORMATION			
Assets	\$	Liabilities	\$
House / Land		Mortgages	
Livestock		Loans	
Vehicles / Machinery		Credit facilities	
Other assets (please specify)		Other liabilities	
Total assets		Total liabilities	
Have any securities been registered against any of the above properties or assets?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
If yes, please provide details:			

SECTION F: PERSONAL GUARANTEE OF INDEBTEDNESS
<p>Please read and sign</p> <p><b>To: RD1 Limited (“RD1”) and RD1’s principal when RD1 is acting as agent (“RD1”)</b></p> <p>In consideration of RD1 giving credit to the applicant in accordance with the attached application at the guarantor’s request, the guarantor:</p> <ol style="list-style-type: none"> <li>Guarantees the applicant will perform all of the applicant’s obligations set out in the application which includes the annexed Terms of Supply.</li> <li>Guarantees the applicant’s obligations as a principal debtor, and guarantees any and all obligations or liabilities that the applicant owes to RD1 as at the date of signing this guarantee, as well as any and all future obligations and liabilities.</li> <li>Agrees:           <ol style="list-style-type: none"> <li>to be bound by the dispute resolution clause; and</li> <li>not to prove in any bankruptcy or liquidation of the applicant in competition with RD1; and</li> <li>the failure of any person named as a guarantor to sign this guarantee will not invalidate the guarantee of those who do sign it.</li> </ol> </li> <li>Waives all rights as surety and accepts responsibility for the performance of the applicant’s obligations as if primarily liable for them.</li> <li>Acknowledges and agrees that the guarantee:           <ol style="list-style-type: none"> <li>is a continuing guarantee; and</li> <li>is given jointly and severally (if there is more than one person named as guarantor); and</li> <li>will continue if the credit limit amount is amended and if the application is renewed or any of its terms (including the Terms of Supply) are changed; and</li> <li>will apply to all amounts owed by the applicant from time to time notwithstanding any agreed credit limit.</li> <li>will continue to be binding and at all times enforceable by RD1 even if the applicant dies, is placed in liquidation or becomes insolvent (as the case may be); and</li> <li>may be relied on by any successor of RD1.</li> </ol> </li> <li>RD1 may release or discharge any of the guarantors from liability under this guarantee (or may compromise its claim against any such guarantors) without prejudicing or affecting the rights of RD1 against others.</li> </ol>

DATED the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

We advise that you should take independent legal advice before signing this guarantee.  
 \* I/We have read this warning and I/we do not wish to take independent legal advice  
 \* I/We have taken independent legal advice before signing this guarantee

	Guarantor One	Guarantor Two	Guarantor Three
Full name of Guarantor(s)			
D.O.B.			
Residential address:			
Phone:			
Occupation:			
Signature:			

WITNESS (MUST BE COMPLETED):	
In the presence of (full name of witness):	
Signature:	Occupation:
Address:	

**EXCLUSION OF LIABILITY - INDEPENDENT TRUSTEE/S (COMPLETE FOR TRUSTS AND ESTATES IF APPROPRIATE)**

The liability of each Independent Trustee arising out of this application:

(a) will not be an unlimited personal liability, but

(b) will be limited to the assets of the trust or estate available in the ordinary course of administration of the trust or estate.

This exclusion of liability will not apply to an Independent Trustee in relation to any loss incurred by RD1 Limited as the result of any fraud or deliberate breach of trust by that trustee.

Names of independent trustee/s:

**SECTION G: CUSTOMER ACCEPTANCE (ALL APPLICANTS)**

You and each guarantor (the applicant):

1. Confirm that the information provided is true and correct and that no relevant information has been withheld;

2. Have read, understood and agree to be bound by the Terms of Supply set out overleaf.

Privacy Act 1993:

1. You authorise

(a) RD1 to obtain from persons or organisations all information we reasonably require to assess your credit worthiness; and

(b) those persons to release that information.

2. You are under no obligation to give RD1, or authorise the release of, the information we have asked for but if you fail to do so we may limit the extent of credit allowed.

3. (a) RD1 will use your personal information for purposes relating to your dealings with us and our related companies including direct marketing and marketing research; and

(b) You authorise RD1 to release your personal information to third parties for those purposes.

(c) Successful account applicants will be granted access to their RD1 trading account online at WWW.RD1.COM. For your convenience, a login and password will be emailed to you once the trading account is active.

4. All of your personal information will be held by RD1 where it can be inspected and corrected by you.

5. You authorise RD1 to release to any third party any personal or other information in relation to credit enquiries, credit defaults and for the purpose of maintaining effective credit records. You acknowledge that the information given to credit agencies may be given by the credit agencies to third parties undertaking credit checks.

6. You agree that if you are signing this application on behalf of the applicant and you are also the named guarantor then your signature below is deemed to be acceptance of all sections of this application in your dual capacity as an authorised agent of the applicant and as guarantor.

**Note: The sole director or at least one authorised director must sign if the applicant is a company. If the applicant is a partnership, trust or estate all partners or trustees must either sign or supply a written authority authorising the signatories to sign on their behalf.**

**SIGNED BY OR ON BEHALF OF THE APPLICANT:**

	Signatory One	Signatory Two	Signatory Three
Signature:			
Please print name:			
Title / position:			
Date:			

**WITNESS (MUST BE COMPLETED):**

In the presence of (full name of witness):

Signature:

Occupation:

Address:

What will be the primary use of your RD1 Account?  Store purchases  Fuel/Partnerships  RD1 SuperCard

**FOR RD1 USE ONLY**

Store Manager's name:		Store no:
Store Manager Recommendation:		
Store Manager Signature:		Date:
<input type="checkbox"/> ID sighted	ID Type:	ID No: <input type="text"/>
Approved by:		
Limit:		Date:
Master Data Entry by:		Account No: <input type="text"/>
RD1 Livestock Customer	<input type="checkbox"/> Yes	<input type="checkbox"/> No

## RD1 LIMITED TERMS OF SUPPLY OF GOODS AND SERVICES

The following terms and conditions ("Terms of Supply") apply to credit facilities and all purchases of goods and services from RD1 Limited, its successor, or from RD1 in its capacity as a selling agent for any principal ("RD1"), including those made through RD1, the RD1 Customer Support Centre and the RD1.COM website. "We" or "us" means RD1 Limited and where RD1 is supplying product as an agent on behalf of a principal "we" or "us" includes that principal. In these Terms of Supply, "goods" means any goods that you have ordered or purchased from us.

### 1. Terms and Acceptance of Orders:

- We will supply goods and services to you on the Terms of Supply unless we agree otherwise in writing.
- We may amend these Terms of Supply from time to time.
- We are under no obligation to accept all or any of your orders.

### 2. Ownership:

- We will remain the owner of the goods you purchase from us: (i) until all sums you owe us, for any reason, are paid in full; and (ii) even if you incorporate the goods with other products.
- We can always enter premises where the goods are located (or we believe them to be located) and take possession of and/or remove them while we remain the owner (regardless of s109 of the Personal Property Securities Act 1999 ("PPSA").
- If you wish to resell any goods before you become the owner, you may do so only if the sale is genuine and made in the ordinary course of your business. You must then promptly account to us for the proceeds of the sale, and hold the proceeds in trust for us until you do so.
- You acknowledge that these Terms of Supply create a security interest as defined in the PPSA in favour of us in any goods and any proceeds from, and existing or future rights in relation to, such goods and that we may at any time register a financing statement on the Personal Property Securities Register to protect our security interest in the goods.
- You will not permit any third party security interest to subsist in relation to the goods.
- You will not change your name or other details without first notifying RD1 in writing at least 14 days before such change takes effect.
- While we retain ownership of goods in your possession or under your control, you must properly store and secure the goods, and insure the goods for their full replacement value until the goods are sold pursuant to subclause (c) above or consumed in the ordinary course of your business.

### 3. Payment:

- You must pay to RD1 the "contract price" and our other charges on the 20th of the month following the month of delivery of the goods, without any set-off or deduction.
- We may, however, require you to pay sooner, possibly before the goods are sent to you.
- RD1 may deduct payments which are required to be paid to RD1 from any money owed to you by the Fonterra Co-operative Group Limited or any of its related companies.
- Any credit arrangement entered into will be governed by the Credit Contracts and Consumer Finance Act 2003 but will not constitute a consumer credit contract for the purposes of that Act.
- When RD1 makes payment to suppliers for goods and services you have purchased RD1 may receive a rebate, commission or fee for providing marketing and billing services from the supplier.

### 4. Purchase on Extended Credit:

If RD1 agrees in writing to give you extended credit:

- Clause 3(a) will not apply.
- RD1 will charge you interest at a rate fixed by RD1.
- RD1 may change the interest rate from time to time.
- RD1 will adjust your repayment instalments when RD1 changes the interest rate so that what you originally owed RD1 is paid in full over the same period.
- Your adjusted repayment instalments and new rate of interest will be shown on your next monthly statement.
- Nothing in this Clause affects RD1's other rights against you in these Terms of Supply or at law, and RD1 may at any time at its discretion withdraw any credit extended to you.

### 5. Overdue Payments:

- You must pay default interest on overdue payments, at our then current default interest rate (as shown on your monthly statement) calculated from the date payment is due until the date RD1 receives payment.
- We may review our default rate from time to time and we will advise you of any change on your monthly statement.
- In addition to default interest a late payment charge equal to 1% of the outstanding balance shall be payable in the event that payment is not made in full by the due date.
- You must immediately pay all costs (including legal costs on a solicitor-client basis) incurred in collecting or attempting to collect your overdue payments.

### 6. Our Rights:

- If a default event occurs then: (i) we will be entitled to cancel all or part of your orders which have not been delivered in full; and (ii) all amounts you owe us whether due for payment or not, will be immediately due and payable; and (iii) we may reclaim any goods in your possession or control and dispose of them for our own benefit as we think fit.
- For the purposes of this clause a "default event" occurs if: (i) a payment due from you to us is overdue; or (ii) in our opinion you are unlikely to be able to immediately pay your debts to us; or (iii) you exceed the credit limit that we allow you.

### 7. Price Changes – Direct Supply Goods:

- "Direct Supply" goods are goods which are delivered to you direct from the manufacturer or distributor. They include but are not limited to bulk fertiliser and bulk fuel supplies.
- We may increase the contract price of Direct Supply goods to take into account any additional costs we incur in relation to them after the date of your order.

### 8. Agency:

- The supply of Palm Kernel Expeller is made by RD1 as agent for International Nutritionals Limited. The supply of Agri-Feeds molasses and other Agri-Feeds bulk feed additives is made by RD1 as agent for Agri-Feeds Limited. The supply of Ballance bulk products including fertilizer is made by RD1 as agent for Ballance Agri-Nutrients Limited. The supply of bulk on farm dairy feed is made by RD1 as agent for Viterra, SealesWinstow and Ingham Feed and Nutrition Limited. The supply Pond Liners is made by RD1 as an agent for Skellerup Containment Systems. (b) When acting as an agent (including but not limited to the agencies identified above) RD1 is deemed not to be responsible or liable in any way for anything done or not done by or on behalf of the principal, including non-payment of any amount owed by the principal. RD1 gives no assurance as to the financial or other position of the principal.

### 9. Sales Orders:

- We may at our discretion issue you with an RD1 Purchase Order which enables you to purchase goods and/or services from a third party merchant and for the costs of the goods and/or services to be charged to you on your RD1 account ("Sales Orders").
- We will not receipt into our inventory goods purchased via Sales Orders. We will however send you a tax invoice for the goods and/or services which shall be paid by you in accordance with these Terms of Supply.
- Any warranty issue or claim shall be between you and the third party merchant. We are not liable for any good and/or service obtained from a third party merchant under the C-Order system.

### 10. Delivery, Handling, Packaging and Insurance Charges:

- You must pay all delivery and insurance charges (if any) related to your order.
- RD1 may, at your request, arrange delivery by other means or at other times but we will charge you for any additional costs we incur.

### 11. Risk:

Risk in the goods will pass to you on delivery even though we may remain the owner of them.

### 12. Warranties:

- We warrant that the goods supplied are free from defects.

- All other guarantees, warranties and representations in relation to the goods or their supply (including those contained in the Sale of Goods Act 1908) are excluded except to the extent that we cannot lawfully exclude them.

- Goods advertised by reference to pictures might not be identical to the picture when sold.

### 13. Consumer Guarantees Act 1993:

When you purchase goods or services from us for business purposes then the guarantees and rights expressed or implied in the Consumer Guarantees Act 1993 in your favour do not apply to those goods or services.

### 14. Limitation of Liability:

- We will not be liable for any indirect or consequential loss incurred by you as the result of any act or omission by us.
- We will not be liable to you: (i) for failure to deliver by a specified date; or (ii) for loss caused by anything which is beyond our reasonable control.
- Our liability to you (whether in relation to contract, tort (including negligence), strict liability or by virtue of a breach of any statutory duty or otherwise) is otherwise limited to the value of the goods and/or services supplied by us and associated with your claim.
- We may, at our option and as appropriate, either: (i) replace defective goods; or (ii) pay you the price you paid us for the goods and/or services.
- We will not however accept responsibility for any defective goods unless: (i) you notify us of the defect within 14 days of your receiving the goods; and (ii) you will allow us to fully investigate your claim and you will, if requested, return a sample of the goods to us for inspection (at our cost).
- This clause 14 will not apply to the extent that the law prohibits us from limiting our liability.

### 15. Order Cancellation:

RD1 will not accept cancellation of an order unless:

- the goods are part of our normally held stock and RD1 receives written notice of cancellation before the goods are loaded for delivery; or
- if the goods do not form part of our normally held stock, RD1 receives written notice of cancellation before it orders the goods itself from a third party, including from its principals if it is acting as agent.

### 16. Livestock

The following terms shall apply to the sale and purchase of livestock and shall override the other terms where inconsistent.

The payment shall be made to RD1 without deduction or setoff within 12 days of the date recorded for delivery.

The livestock shall be at the risk of the purchaser from the earlier of:

- 12.00 noon on the Date of Delivery; or
- the time of actual delivery by the vendor to the purchaser.

Delivery shall be deemed to take place when the livestock either cross the tailgate of the purchaser's nominated carrier, or; if driven on foot, leave the vendor's property. The vendor will care for the livestock prior to delivery.

The terms as detailed on the reverse of RD1 Livestock's current Sale Notice shall apply. In the event of a forward sale the terms as detailed on the reverse of RD1 Livestock's current Contract for Forward Sale and Purchase shall apply.

### 17. Security

- You and the Guarantor(s) hereby grant us a security interest in all your present and after-acquired personal property and also a security interest in any present and future interest in land owned. You and the Guarantor(s) agree to the additional terms as set out in the Auckland District Law Society Memorandum of General Terms and Conditions, a copy of which is registered pursuant to section 155A Land Transfer Act 1952 under number 2007/4240.
- If requested in writing by us you and/or the Guarantor(s) shall within 5 working days execute a mortgage over land owned ("the Mortgage"). The Mortgage shall be prepared by our solicitors and shall be on the then current Auckland District Law Society all obligations mortgage form.
- The securities granted in this clause shall secure all obligations owed to us from time to time, presently or in the future.
- You and the Guarantor(s) hereby irrevocably appoint us to be your true and lawful attorney to sign in your name and the Guarantor(s) name on their behalf any security which we shall request you and/or the Guarantor(s) to execute pursuant to this clause.
- Nothing in sections 114(1)(a), 117(1)(c), 120, 122, 133 or 134 of the PPSA applies. Your rights in sections 116, 119, 120(2), 121, 125 to 127, 129, 131 and 132 of the PPSA do not apply unless we are the purchaser. You waive your right under the PPSA to receive a copy of any verification statement.
- RD1 may at its sole discretion register a security interest on behalf of a vendor when acting as agent but has no obligation to do so.

### 18. Commission and Administration Fees and Rebates

When RD1 is acting as an agent, or is facilitating payment of a third party account, RD1 may receive a commission and/or an administration/marketing rebate from the vendor and/or the purchaser. Further, when RD1 is facilitating payment of a third party account, RD1 may at its discretion charge an administration fee to you for providing the payment facility service.

### 19. Waiver:

- If we delay or do not exercise any of our rights or remedies under these Terms of Supply or otherwise at law, that will not be a waiver of the right or remedy.
- Any waiver or consent we give you must be in writing and will be effective only in the specific instance and for the specific purpose for which it is given.

### 20. Severability:

If part of these Terms of Supply is deemed to be invalid, illegal or unenforceable, the remaining provisions will remain in full force and effect.

### 21. Governing Law:

- The Terms of Supply will be governed by New Zealand law and you agree to submit to the nonexclusive jurisdiction of the New Zealand Courts.
- The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded.

### 22. Dispute Resolution:

If a dispute arises between you and RD1 ("disputing parties"):

- the disputing parties must first discuss the dispute and, in good faith, try and settle it; and
- if the disputing parties cannot resolve the dispute, they must then refer it to mediation by a person appointed by LEADR or its successor before taking any other action.

This clause will not apply to an application by either disputing party for urgent interlocutory relief.

### 23. Cancellation:

- We shall be entitled to cancel these Terms of Supply and all or part of your orders which have not been delivered in full, without prejudice to any rights which may have accrued up to the date of cancellation, if: (i) you being a body corporate go into liquidation, receivership or voluntary administration or being a person becomes bankrupt; and/or (ii) we are refused a permit or permission to import the goods; and/or (iii) you breach any term of these Terms of Supply or are in default of any of those terms and fail to remedy the breach or default within 7 days of receiving notice from us of the breach or default.

### 24. Electronic Acceptance:

- We consent to your acceptance and signature being received in electronic form.
- Acceptance of our terms including any updated terms (by any method) does not release any prior personal guarantee or security granted.
- By accepting our terms electronically you warrant that you have authority to accept the terms on behalf of all the account holders which you are given online access to and accept the terms both in your personal capacity and as duly authorised agent for all the entities you are given online access to.