



## Application Form

# RESELLER ACCOUNT And Web Access

Internal Use Only

Application Date:

Application ID:

Application Notes:



### Membership Type

Apply For\*:

Standard: \$699+GST

Premium: \$1699+GST



### Company / Business Information

Organisation Type\*:

Company Name\*:

Trading Entity Name:

Name of Trust:

NZBN\*:

NZCN\*:

Name of Parent  
and Related  
Companies:

#### Postal Address

Address Line 1\*:

Address Line 2:

Suburb:

Country\*:

Post Code\*:

#### Trading/Delivery Address 1 (If different from above):

Full Address:

#### Trading/Delivery Address 2 (If different from above):

Full Address:

Tenancy:

Owned

Mortgage

How Long at Current Address:



## Company / Business Information (continued)

Date Your  
Business Started\*:

Date You Purchased  
the Business:

Date Of Incorporation:

Company Website:

### Company General Details

E-mail (For All  
Correspondence)\*:

Contact Number\*:

### Online Administrator Details\*

Administrator Name\*:

Administrator Email\*:

### Business Bank Details

Name And Suburb of  
Business Bank:

Swift Code:

Account Name:

BSB:

Account Number:

### Purchase and Credits Details

Estimated Monthly  
Purchases\*:

Credit Account  
Requested\*:

C.B.D (<\$10k per month)

Others:

Requesting credit  
limit required\*:

Delivery  
Instructions:

Part Ship

Full Ship



## Company Main Contacts

### Sales Manager Details

Name\*:

Email\*:

Phone\*:

### Purchasing Officer Details

Name\*:

Email\*:

Phone\*:

### Accounts Payable Details

Name\*:

Email\*:

Phone\*:



## Company Directors and Partners Information

### Director 1

Name\*:

Date of Birth\*:

Address\*:

Post Code:

Phone\*:

Driver's  
License No.\*:

### Director 2

Name:

Date of birth:

Address:

Post Code:

Phone:

Driver's  
License No.:

### Director 3

Name:

Date of birth:

Address:

Post Code:

Phone:

Driver's  
License No.:



## Business / Trade References

### Reference 1

Supplier Name\*:

Contact Name\*:

Email\*:

Phone\*:

### Reference 2

Supplier Name\*:

Contact Name\*:

Email\*:

Phone\*:

### Reference 3

Supplier Name\*:

Contact Name\*:

Email\*:

Phone\*:

### Reference 4

Supplier Name:

Contact Name:

Email

Phone:



## Market Information

Principal Products Purchased:

Which Market Does Your Business Operate Within:

Intended End-User Size within Target Market:

What % of Your Business is Annuity Based?



## Financial Information (Optional)

**For a credit account, complete this section. Leave blank if unsure.**

A copy of the most recent financial statements will be provided at later stage if required.

Est. Current Year Business  
Turnover Per Annum:

Previous Year Business  
Turnover Per Annum:

Paid Up Capital:

No of Issued Shares:

Est. Value of Current  
Assets:

Est. Value of Current  
Liabilities:

If Any Registered  
Encumbrances /  
Charges Please Give  
Details:



## Privacy Policy

By submitting this application, you confirm that you have read and understood our Privacy Policy. You give us your explicit consent to use and process the personal information you provide according to the terms outlined in our Privacy Policy, facilitating the services and interactions you request.\*

Would you like to be on  
our mailing list?

Yes

No

Your mailing address:



## Declaration

To: Mainergy Limited NZCN 9094732 ("Mainergy", or "us" or "our")

You expressly represent to Mainergy that you are a reseller and are authorized to sign this Application for an account on behalf of the Customer. You declare that the information in this Application is true and correct to the best of my/our knowledge. You acknowledge that this Application includes a Guarantee and Indemnity, Terms and Conditions (which includes a purchase monies securities interest under the PPSA provisions) and Privacy Statement and these documents govern the account on behalf of the Customer. You acknowledge that: (a) first use by it of the account will constitute its acceptance of and agreement to those Terms and Conditions and Privacy Statement; and (b) this Application is subject to the Guarantee and Indemnity being granted in favour of Mainergy (unless Mainergy agrees otherwise). You declare that this account is wholly for business purposes. You have read and agree to the collection, uses and disclosures of information about me/us, the Customer and other persons, as set out in the Guarantee and Indemnity, Terms and Conditions and Privacy Statement.

Full Name\*:

Position\*:

Signature\*:

Date\*:



## Guarantee Information

In consideration of Mainergy Limited (NZCN: 9094732) granting credit to the Customer described in the Schedule below:

I/We ("Guarantor")\*:

Guarantor's Address\*:

jointly and individually:

1. guarantee to the Company the Customer's performance of its obligations including the payment of all amounts which the Customer is required to pay to the Company at any time ("Guarantee"); and

2. indemnify the Company and hold the Company harmless from and against any loss (including damages and all of the Company's legal costs and expenses) or liability however arising, whether direct or indirect, in respect of the Company's granting credit to the Customer at any time ("Indemnity").

I / We agree that:

a. both the Guarantee and the Indemnity are unconditional, continuing and irrevocable.

b. the Company requires payment from me/ us personally quite separate from the Customer's liability and I/ we accept personal responsibility.

c. this Guarantee and Indemnity is in addition to any other rights which the Company may have against the Customer or any other person and the Company is entitled to recover payment from or require the performance of any undertaking or obligation by me/ us without first taking any steps or proceedings against the Customer or any other person.



## Guarantee Information (continued)

d. I / we are personally liable for not only the debt or interest payable by the Customer to the Company but also for the Company's expenses including, for example, its legal costs (at the normal rate paid by the Company) and debt collector's expenses.

e. this Guarantee and Indemnity is a principal obligation and shall not be treated as ancillary or collateral to any other obligation and this Guarantee and Indemnity shall be enforceable even if any obligation between the Company and the Customer is or becomes wholly or partially unenforceable for any reason.

f. my / our liability under this Guarantee and Indemnity is not affected by any time or indulgence granted by the Company to the Customer, the release of any security or guarantee held by the Company, any variation in arrangements between the Company and the Customer, the full or part payment of monies owing by the Customer to the Company, any waiver, delay, neglect or omission by the Company in exercising its rights, my / our bankruptcy, death or winding up or the operation of law.

g. if any payment to the Company by or on behalf of the Customer is or becomes void for any reason my/ our liability in respect of that payment will not be discharged and will be treated as if the payment was never made.

h. I/ we may not set off any amounts due by the Company to the Customer to reduce our liability to the Company.

i. if the Customer becomes bankrupt or goes into liquidation, I / we will not prove in such bankruptcy or liquidation in competition with the Company except with the Company's prior consent;

j. the Company is not required to notify me/ us of any default by the Customer.

k. any defence the Customer may have against the Company from time to time will not also be available to me/ us.

l. (if there is more than one of us), we are bound by the terms of this Guarantee and Indemnity jointly and severally; and

m. (if there is more than one of us), this Guarantee and Indemnity is effective even if it is not signed by all of us. I / We further agree:

n. to freely charge all of my/ our real and personal assets and agree to execute on demand a mortgage in registrable form in favour of the Company as mortgagee over all or any part of my/ our real estate containing such covenants as the Company may require; and

o. that the obligations of the Guarantor under this Guarantee and Indemnity will remain in effect and will not be diminished or impaired, notwithstanding: any withdrawal of any demand by the Company, for payment or performance by Customer, of any Obligations or for payment under this Guarantee and Indemnity; any amendment, extension, modification or waiver of any Obligations or of any documents relating to them; and

p. to the Company placing a caveat on the title to any real estate I/ we own in respect of gross debt and the Guarantor's right to be subrogated in respect thereof shall not arise until the Company shall have received the full amount of the Customer's indebtedness to I/ We irrevocably appoint the Company my/ our attorney for the purpose of doing either in its own name or in its capacity as attorney all such acts, matters and things as the Company from time to time considers necessary or expedient for the purpose of effecting all of the powers and authorities contained in this Guarantee and Indemnity.

This Guarantee and Indemnity is governed by the laws of New Zealand and the Courts of Auckland, and I/ we agree to submit to the non-exclusive jurisdiction of the Courts of New South Wales." Including" and other similar words are not words of limitation.



## Guarantee Information (continued)

For the purpose of this Guarantee, "Obligations" means the obligations and liabilities of the Customer under or in connection with the attached terms and conditions, subject to the limitations described therein.

I/We acknowledge that I am/we are under no legal compulsion to sign this Guarantee and Indemnity.

Customer Name\*:

NZCN\*:

### Guarantor Details:

Full Name\*:

Address Line 1\*:

Country:

Address Line 2:

Country\*:

Suburb:

Post Code\*:

Signature\*:

Date\*:

### Witness Details:

Full Name\*:

Address Line 1\*:

Address Line 2:

Country\*:

Suburb:

Post Code\*:

Signature\*:

Date\*: