

Myst Enterprise Limited

187C Ohoka Road, Kaiapoi-7630 Christchurch-New Zealand +64 27 945 6289 www.mystenterprise.com info@mystenterprise.com GST: 130-128-467

# CREDIT ACCOUNT APPLICATION

Please complete all sections, read the Ts&Cs, and return it back to <a href="mailto:info@mystenterprise.com">info@mystenterprise.com</a>

Customer's Details:	Company	Other	Individual So	le Trader	Trust	Partnership
Full or Legal Name:						_
Trading Name:						
Nature Of Business:						Postcode:
Physical Address:						Postcode:
Previous Address:						Postcode:
Billing Address:						
Email Address:			PhoneNo:		Mobile No:	_
Solicitors Firm:			 Partner:			
Accountants Firm:			Partner:		Phone No:	
Personal Details: (To be completed by individual applicants, if more than one, please attach a separate sheet)						
First Name.			Last Name:			D.O.B.
Driver's Licence No:		Phone No:	M	obile No:	Р	ostcode:
Private Address:						
•	completed by Sole T	raders, Trust, Partn	erships, Company's or Other - as s	specified)		
Company Number: Estimated Annual			Paid Up Capital: \$		Date of Incorp	poration:
Purchases: \$			GST (If Applicable):			
Maximum Credit Reguested: \$	If Over 20,000NZD are annual accounts available?				ole? □ Yes	No
Business Premises: Owned Rented						
Directors / Owners / Trustee (	if more than two, plea	ase attach a separat	te sheet)			
(1) Full Name:					D.O.B.	
Private Address:					Postcode:	
Driver's Licence No:		Mobile:		Phone:		
(2) Full Name:					D.O.B.	
Private Address:						
Driver's Licence No:		Mobile:		Phone:		
Account Terms:	□ 7 Days	□ 20 <sup>th</sup>	□ COD	□ Other:		
Purchase Order Required?	YES	NO	Accounts to be emailed	YES	□ NO	
Accounts Email:						
Accounts Contact:	Phone No:					
Bank and Branch: Account No:						
<b>Trade References:</b> (please provide companies that are willing to do trade references)						
Name Location Phone/Email						
I certify that the above information	is true and correct and	that I accept the suppl	y of credit by by Myst Enterprise Limited	d (MEL). I have re	ad and understan	d the TERMS AND CONDITIONS OF
TRADE (overleaf or attached) of M	yst Enterprise Limited wh	nich form part of, and a	are intended to be read in conjunction w	ith this Credit Ap	plication Form and	I agree to be bound by these
conditions. I authorise the use of r	ny personal information a	as detailed in the Priva	cy Act clause therein			
SIGNED (CUSTOMER):			SIGNED (N	1EL):		
Name:			Name:	Name:		
Position:			Position:_	Position:		
Date:			Date:	Date:		

Definition:

Il Contract terms and conditions contained harvin together with any Price, order, invoice or relevant document expressed to be supplemental From time to time to the Outcast.

12 Mil. means. Why first private lained for environis restured to as the "fender", its successors and assigns or any person acting on behalf of and with the authority of Myst Exterprise Limited.

13 "Customer: the person As, settless or any person acting on the price article, and any other acting on the person and acting on the person and acting or any person acting on the person and acting or any person acting on the person and acting or any person acting on the person and acting or any person acting on the person and acting or any person acting the person acting and acting the person acting acting the person acting acting the person acting acti

(a) includes the Customer's executors, administrators, successors and permitted assigns.

14 "Boods" means all Boods, or Services, supplied by MEL to the Customer supplied by MEL to the Customer's recoust from time to time (where the context so ceremits the terms "Boods" or "Services" shall be interchangeable for the

other). Is "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between MEL and the Customer in accordance with clause & below.

2. Acceptance
2. The Contoner is taken to have exclusively accepted and is immediately bound, pintly and severally, by these terms and
conditions fithe Customer places an order for or accepts delivery of any Boods.
22. In the event of any inconsistancy between the terms and conditions of this Contract and any other prior document or
schedule that the parties were setted risks the terms of this Contract hall pervail.
23 by amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of
which contract.

2.3 by a remedient to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.

2.4 his Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a Customer Information form with MEL and the base approved with credit limited shall have the account of required.

2.5 in the vest that the supply of Goods request access the Destromers credit limit and/or the account occess the payment terms. MEL reserves the right to refuse acceptance for new orders or rained selvery at the Books provided by MEL are the subject of an insurance Calon that the Customer has made, then the Customer has repossible for the approach of any more payment a number of the supply of the Customer has made, then the Customer has the responsible for the approach of any more payment of any more payment of any more payment of the customer calon for payment for such transactions inviced by MEL and shall ensure payment a made by the due data researcher of whether the insurances claim is accessful.

2.7 Where MEL gives any advice, recommendation, information, assistance or service provided by MEL in relation to Goods and the service of the contract of the part of MEL.

2.8 The repoly of Goods for accepted orders may be subject to availability and of far may reason. Goods are not or cases to the part of MEL.

2.8 The repoly of Goods for accepted orders may be subject to availability and of far may reason. Goods are not or cases to the available. MEL creamer the right to substitution, and also reserves the right to substitution and also reserves the right to substitution, and also reserves the right to substitution, and also reserves the right to substitution, and also reserves the right to substitution.

3. Errors and Omissions
3. The Contoner acknowledges and accepts that MEL shall, without projection, accept no lability in respect of any alleged or actual error(14) and of or emission(s).
(a) resulting from an indiviruation instale mode by MEL in the formation and/or administration of the Contract, and/or by Contained of Verding from any interactive their capy and/or electricate) supplied by MEL in respect of the Social 2.3 In the next such an error and/or emission occurs on and/or extensive size of the social contractive of the Contract of the Contra

A. Authorised Representatives
4.1 The Customer acknowledges that MEL shall (for the duration of the Goods) lisine directly with one (I) authorized representative, and the tone introduced as such to MEL that person shall have the full authority of the Customer to order any Goods, and/or to request any variations thereto on the Customer's behalf the Customer accepts that they will be solely highly to Goods, and/or to request any variations thereto on the Customer's behalf the Customer scapes that they will be solely highly the Customer's duly authorized representative.
4.2 The Customer specifically acknowledges and excepts that they will be solely highly lable to MEL for all additional costs in conversely MEL (including MEL's profit margin) in providing any Goods, or variations requested by the Customer's duly authorized representative.

5. Change in Cantrel
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6. Change in Change
6. Change

B. Price and Payment

SIA MEE said descretion the Price shall be either:
(a) as inclusted on invoices provided by MEL to the Dustomer in respect of Goods performed or Goods supplied; or
(b) MEE squared for exclusives to classes 50; which shall be binding upon MEE, provided that the Customer shall accept

MEE. Price is in writing within one week (7) days unless specifically revised otherwise, within the quotation.

SE MEE reserves the right to change the Price.
(a) if a variation to the Goods which are to be applied in requested, or

(a) if a variation to the Boods which are to be applied in requested or (b) if a variation to the Boods reginally admind in requested or (c) in the vent of increases to MRI. In the cost of labour or materials (including but, not limited to any variation as a result of (c) in the vent of increases to MRI. In the cost of labour or materials (including but, not limited to any variation as a result of financiation in converse, ordering refer to refer to the subject of the subject of these, lovies. Freight or insurance charges, or delays in highers, first majours, which are supply retain at limited by the Eustomer on the data's determined by MRI. which may be. (a) the certain approved Eustomers, due monthly upon receipt of good upon which an invoice is sent to the Dustomer's address. As Payment may be made by electronic/on-live beaking at a designated bank account number provided by MRI. (a surcharge part transaction may apply).

per transaction may apply).

St ML may in the destroined selected any payment received from the Customer traveris any invoice that MEI determines and may do so at the time of receipt or at any time alterworks. On any default by the Customer MEI may re-allocate any payment or proviously received and allocated, in the absence of any payment discrate by MEI, person the life deemed to be allocated in such manners as preserves the maximum value of MEI's Purchase Money Security Interest (as defined in the PPSO) in the Donds.

uccos. 6.6 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the

ES The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by RLL now withhold payment of any invince because part of their invice is in degree. Est in the State of the State

To Delivery of the Goods

7.1 At ME1's said adversation, delivery of the Goods shall take place when the Goods are supplied to the Customer at the Customer's noministed adversation, delivery of the Goods and the Goods are supplied to the Customer's noministed acrieval take possession of the Goods and ME1's adversar.

7.2 At ME1's said described possession of the Goods at ME1's adversar.

7.2 At ME1's said described in a series of delivery is billed separately against the cost price of the Goods.

7.2 At ME1's said described in a taking party method of the series of the Goods and the series of the Customer.

7.2 At ME1's said described in a series of the Goods is an estimate only the Customer for the purpose of the Customer for the purpose of the Customer.

7.2 At ME1's may deliver the Good by supperfect estationsts.

7.3 Noy time specified by ME1's delivery of the Goods is an estimate only and ME1 will not be label for any loss or damage incorned by the Customer as a result of delivery being delayed for eary reason. However, both parties agree that they shall make severy indensities to supply the Goods at the time and place as was arranged between both parties. In the customer that ME1's substance to supply the Goods as a gained solve for the varieties or any extra or for storage of the Goods.

8. Dimensions, Plans and Specifications
8. IMI shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Custom
RIM Extense acknowledge and agrees that in the event that any of this information provided by the Customer is inaccuRIM accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specification

\*\*Transformation\*\*

\*

other information.toms it is supply MEL with any design specifications the Customer shall be responsible for providing account data. MEL that in at be laids whatever for any errors in the Bonds that are caused by incorrect or inscrumes these supplied by the Customer.

8.3 In the worst the Customer gives information relating to measurements and quantities of Bonds required completing the Bonds. It is the Customer gives information relating to measurements and quantities of Bonds required completing the Bonds. It is the Customer gives information relating to measurements and quantities. MEL receipts or expensibility for any last, demaps, or customer revealing for mile Customer's Februarie country with this clause.

8. Risk
SI HHKI retains ownership of the Boods under clause IS then where MEL is supplying Boods only, all rais for the Boods shall immediately pass to the Dustomer and chiery and the Dustomer must insome the Boods on or before delivery. Delivery of the Boods shall be deemed to have takine place immediately at the time that the Boods are delivered by MEL or MEL's committed correct to the Dustomer's normated delivery diverses some in Boods and deliverse the MEL's committed correct to the Dustomer's committed deliverse in our book and deliverse the provisions of clause SI if the Eustomer specifically requests MEL to lawse Boods noted MEL's and book of the MEL's committed correct to the Dustomer's and the substitute of the Dustomer and it shall be the Dustomer's requirement of the South the such Boods shall way to be let at the orient of the Dustomer and it shall be the Dustomer's requirement of the South belt as the Dustomer's aspects.

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10. On-line Presence In 1 The Customer acknowledges and agrees that MEL has dynamic Web pages

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Office the next quantities the white it performance sell of any particular Books therefore, all item selection through the whote does not quantities the availability of any particular Books therefore, all item selection through the whote the able business to receive interest to confirmation of securization by MCL and CL according to the confirmation of securization by MCL and it learns that you have provided false or male leafly all the according to the security of the

IL becamere and Uability
ILI in the west of any breach of this contract by MEL, the remedies of the Eustoner shall be limited to damages. Under
or circumstances shall be liability of MEL exceed the cost of Bonds supplied.

12. Whis MEL provides the Bonds in good fields and to the best of its ability, MEL is not liable for any costs, damages or loss
suffered by the Counterne as a result of ministrion or insecuracies in the information provided. The Lostoner excepts MEL's
Services on the basis that to the maximum extent permitted by low, any liability of MEL for the Services provided under the
contract is hareby excluded. This is regardless of whether such liability arises in contract, text (including negligence),
consequential loss, exply, breach of statistication flat for otherwise.

12. Compliance With Laws

(2) The Distancer and MEL shall comply with the provisions of all statutes, regulations and byless of government, local and
share public authorities that may be applicable to the Boods including any relating Worksafe health and safety laws or any other
relevant askiny standards or legislation pertaining to the Boods.

No. 1002

(a) the Customer agree that ownership of the Goods shall not pass until:
(a) the Customer has peal MEL all amounts owing to MEL and
(b) the Customer has a feel of all of the other digitines to MEL
(b) the Customer has a feel of all of the other digitines to MEL
(c) Receipt by MEL of any form of payment other than cash shall not be deemed to be payment until that form of payment has

have boround chared or recognized

CS it is right ergent that.

Our will now have been a consistent of the Continuer in accordance with classes ES that the Continuer is only a basine of the Books and unless the Books have became there must not be found to the Mile on request and of the Continuer belonds the benefit of the Continuer's increase of the Books are trust for MEI and must pay to MEI the processor of any increases in the event of the Books being list. Amongs or exteringed and (c) the production of these terms and conditions by MEI at lable and lister advanced will MEI rights to receive the increases processed direct from the increase whether the mode for any person dealing with MEI confidence where a MEI for the continuer and the processed of the Continuer and and self-dispose or or relevance and for market while. If the Continuer and the disposes or parts with processed and or control while in the Continuer selfs, disposes or parts with processed and the Continuer and the processed to MEI and must approve a process or the Books there the processed to MEI on demand; and (c) the Continuer about not convert or process the Books or intermit them with other processed to MEI of comband, and (c) the Continuer about not convert or process the Books or intermit them with other processed to MEI disposes of or return the resulting product to MEI as it as directly.

Our allows the Books have became three two MEI and the processed to MEI disposes of or return the resulting product to MEI and the processed to MEI disposes of or return the resulting product to MEI and the processed to MEI dispose of or return the resulting product to MEI and the processed to MEI dispose of or return the resulting product to MEI and the MEI dispose of or return the resulting product to MEI and the MEI dispose of or return the resulting product to MEI and the MEI dispose of or return the resulting product to MEI and the MEI dispose of or return the resulting product to MEI and the MEI and MEI and MEI and MEI and MEI and MEI and MEI an

(i) MEL may comi passed to the Cu

44. Security and Charge 14.11 consideration of MEL agreeing to supply the Boods, the Customer charges all of its rights, title and interest (whether joint or severally an yell-crashy or other assets capable at being charged, owned by the Eustomer either now or in the future, to secure the performance by the Eustomer of its obligation under these terms and conditions (including, but not limited to, the preparent of any record.)

perpose or any money.

All 20 is Customer redemendines MEL from and against all MELs coasts and disbursaments including legal coasts on a solicitor and one Customer brain incorred in coarciaing MELs rights under this clause.

All 30 is Customer increased appoints MEL and each director of MEL as the Customer as true and lawful attorney's to perform all necessary vacts to give effect to the provisions of this clause Si including, but not limited to, signing any document on the Customers behalf in

S. Defects
SI. The Customer shall respect the Books on delivery and shall within seven (7) days of delivery (time being of the assence, and the Ref. of any allegad defect, shortage in quantity, demaps or failure to comply with the description or quate. The Datatomer shall affect of the Ref. of

(c) All, will aim be lable for doors when more however allows a water or will all and peoplically manufactured Boods will absolutely not be Returned Errord by an objective of the sensing ordering contained in clause BL.

EZ ML may (at it as the discretion) accept the return of Boods for credit but the may incor a handling fee of thirty percent (200%) of the returned bounds you may religible thereper.

EZ ML may (at it as the discretion) accept the return of Boods for credit but this may incor a handling fee of thirty percent (200%) of the returned founds you may religible thereper.

EZ ML may fee a support of the position of MEL those Boods will not be aligned for return whatsoever.

17. Warranties
17. If or Boods not manufactured by MEL, the warranty shall be the current warranty provided by the manufacturer of the Boods MEL shall not be bound by one be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Boods

18. Consumer Guarantees Act 1993

18.1 The Customer agrees that if they are acquiring Goods for the purposes of a business (as that term is defined in the CSA), to the extent permitted by law the provisions of the CSA will not apply to the supply of Goods by MEL to the Custom

19. Intellectual Property
19.1 Where MEL has designed, drawn, written plans or a schedule of Goods, or created any products for the Customer, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in MEL and shall only be

comments are consequence or one, we was your or a screenise or soons, or created any product for the scientific. As consequence or one, and consequence or one of the scientific or of documents, designs, drawings, plans or products which KEL has created for the Sustainer, after Customer permission.

Occurrent, estight, unwarge, press or press or press or press or press of the payment and seek consent if agreed upon or become liable to Penalty.

2012 Penalty on overbus innotices shall accura daily from the date when payment becomes due, until the date of payment, at a 2012 Penalty on overbus innotices shall accura daily from the date when payment becomes due, until the date of payment, at a such a relate after a well as before one payment, at a such a relate after a well as the form any judgment.

2013 if the Luctoner own REL any money be Luctoners shall indemnify MEL from and against all coats and dathursaments incurred by MEL in recovering the date (including but not limited to internal administration fees, legal costs on a solicitor and on Ductoners bears, legal costs on a solicitor and on Ductoners bears, legal costs on a solicitor and on Ductoners bears, legal costs or an acceptance of the company of the property of the costs of th

payaone ir. (a) any money payable to MEL becomes overdue, or in MELs opinion the Customer will be unable to make a paymer when it falls due; or

when is tall out or (b) the Dathmer has exceeded any applicable credit init provided by MEL or (c) the Customer becomes includent or barkoyst, convenes a meeting with its creditors or proposes or enters into an arrangement with rechardor, or makes an existence if the beautiful of a creditors or or discovered or continued to the bard of a creditor or or continued or otherwised or similar person is appointed in respect of the Customer or any sust of the Customer.

Concellation
21 Without projuice to any other rights or remedies MEL may have, if at any time the Customer is in breach of any obligation
(Cuckdang these relating to payment and/or feiture to remedy any breach in respect of this Customer within ten (CII) working
days of receipt by the Customer of such extice/of the MEL may supposed the Cooks immediately. MEL will rus be lade to the
Dectamer for any last or demage the Customer selfers because MEL me several for ingless work of the Customer.
22 VEL may second any customer to which these terms and conditions apply or central elivery of Boords at any time Extension
Exchange and the second of the Customer and the Customer

22. Nearby Policy
22. M enable, documents, images or other recorded information including Personally Identifiable Information (PII) as defined.
25. M enable, documents, images or other recorded information (PII) as defined.
25. M enable for the CII of t

creditor orbiness; or
(ii) for the purpose of in-setting products and services to the Eustramer
(iii) for the purpose of in-setting products and services to the Eustramer
(iii) for the purpose of in-setting products and services to the Eustramer
(iii) for the purpose of in-setting products are whether collected by MRI from the Eustramer directly or obtained by MRI from any
other source, it is any other credit provider or any could reporting agency for the purposes of providing or obtaining a credit
reference, disclosure or anything a shallow by the Eustramer
(III) when the Eustramer is an individual ble authorities under clause 22.2 are authorities or consents for the purposes of the
(III) and (II

Frivacy Net 21/2/L. 224. The Customer shall have the right to request MEL for a copy of the PII about the Customer retained by MEL and the right to request MEL to correct any incorrect PII about the Customer held by MEL.

23. Service of Molices
24. All you written moticite given under this Contract thail be deemed to have been given and received.
(a) by handing the notice to the other party, in parago, or
(b) by saming at the advises of the other party was stated in this Contract. or
(c) by sming a by registered post to the advises of the other party was stated in this Contract. or
(c) by sming a by registered post to the advises of the other party was tracticed in this Contract. or
(d) if earth by result in the other party is set from small address.
22. Also notice that is posted shall be deemed to have been carred, unless the contrary is shown, at the time when by the
ordinary course of parts the notice would have been delivered.

24. Trusts
24. If the Eustoner at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any
trust ("Ford") then whether on red MEL may have notice of the Frost, the Eustoner coverants with MEL as follows:
(a) the Contract extends to all rights of indemnity which the Eustoner now or subsequently may have against the Frust and the
trust finds and
(b) the Eustoner has full and complete power and act bority under the Frust to exter rists the Contract and the provisions of the

trust band, and
(b) the Customer has fall and complete power and authority under the Trust to enter into the Contract and the provisions of the
Trust do not purpore to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The
Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might
projeduce that right of indemnity; and

projects that right of indemnity, and (a) the Loutener will not without consent), cause, permit, or softer to loopin on or of the following resets: (i) the remote, trajectoment or retirement of the Dustomer as troutse of the Trust; or (ii) any affectant to revention of the terms of the Trust, or (iii) any affectant to revention of the terms of the Trust; or (iii) any affectant or the revention of the terms of the Trust; or (iii) any affectant or of the trust property.

25. Spaces of difference artising at to the interpretation of these terms and conditions or as to any matter artising harmonder, shall be submitted to, and settled by, either adjudication in accordance with the Construction Contracts Let. 2022 also favely submitted to a construction of the Arbitration in accordance with the Arbitration in accordance with the Construction Contracts Let. 2022. The failure by either part to enderse any provision of these terms and conditions thall not be treated as a waker of that provision, nor shall all affects the party's right to subsequently suffered to revision. If any previous of these terms and conditions that he is email, void, rigged or constructed the terms of the conditions of the constructions shall be similar, void, rigged or constructed to the similar to a faffected projected or impaired. 25.3 hears terms and conditions and will construct to which they apply shall be governed by the law of NewZealand and are subject to the jurisdation of the Construction Construction of the New Zealand.

25.4 MEL shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arizing out of a breach by MEL of these terms and conditions (alternatively

MEE's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). 25.5 MEL may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's

As a Kt. may leafest and/or sargin air or my pair of a re given above congented under the Lostmare when the Listmare are consent.

25.5 the Lostmare cannot license or massign without the written approval off MEL.

25.5 TMC may refer to subcontract out any part of the Boods but shall not be releved from any labelity or chligation under this Contract by an doing Furthermore. He Customer agrees and understands that they have no authority to give any instruction to any PMEL sub-contractors without the authority off MEL.

25.5 TMC authories agrees than MEL may amend their general terms and conditions for subsequent future contracts with the Lostmare place include under the virils. These changes while it does not be the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for MEL to provide Boods to the Customer.

25.5 Welther garty shall be liable for any default due to any set of Bood war, terrorism, pandemic, strike, lock-out, industrial action for fire food them or other event benefit of the suscender.

isons to the Customer. SSD Relater party shall be liable for any default due to any act of Eod, war, terrorism, pandemic, strike, jock-out, industrial action, Fin. Rood, stem or other event beyond the reasonable control of either party. SSD Both parties warrant that they have the power to noter into this Control and have obtained all necessary authorizations to allow them to do to, they are notificativent and that this Control creates binding and valid legal obligations

I acknowledge that I have read, understood, and agreed to be bound by these Ts &Cs Name Sign

## Date

Please return the signed form back to info@mystenterprise.com