

Name: _____

Address: _____

Phone: () _____

I/We, the Customer:

- 1 understand and agree to the Rural Livestock Terms of Trade (as amended from time to time) attached to this application and/or published on Rural Livestock Limited's website at www.rurallivestock.co.nz;
- 2 undertake and confirm that all information provided to Rural Livestock Limited and given in this application is true and correct;
- 3 acknowledge that the personal information collected by Rural Livestock Limited pursuant to this application is collected for the purposes of:
 - a. determining whether to accept my/our application for the opening of an account;
 - b. providing information (including contact information) for the invoicing and marketing purposes of Rural Livestock Limited and its related companies;
 - c. conducting Rural Livestock Limited's and its related companies' business;
 - d. future dealings with Rural Livestock Limited and its related companies;
 - e. enforcing any debt or legal obligations owed by me/us to Rural Livestock Limited and any of its related companies; and
 - f. complying with any law or regulation.
- 4 for the purposes set out in paragraph 3 above:
 - a. agree to provide Rural Livestock Limited with any personal, credit, financial and other information about me/us that Rural Livestock Limited may require;
 - b. authorise any person that Rural Livestock Limited considers appropriate (including any credit reference agencies, bankers, solicitors, insurers and financial advisers) to provide Rural Livestock Limited and its related companies with any personal, credit, financial and other information that Rural Livestock Limited may require about me/us; and
 - c. authorise Rural Livestock Limited to furnish to any third party all and any information that it holds in relation to me/us, including details of any dealings with Rural Livestock Limited.

All personal information collected by Rural Livestock Limited is held by Rural Livestock Limited and/or its related companies. Access to any personal information held by Rural Livestock Limited and its related companies can be obtained by making a request in writing to rl@rl.co.nz. If any personal information that Rural Livestock Limited and/or its related companies holds is inaccurate, incomplete or not up to date, a request can be made to correct that information.

Full Name

Signed by the Customer / Authorised Person / Director

Date: / /

(note if individual please give date of birth for credit check purposes)

Date of Birth: / /

5. GUARANTOR(S) DETAILS

Name(s): _____

Address: _____

Ph. No: _____ Fax No: _____

Mobile: _____

E-mail: _____

I/We, the Guarantor(s), personally, jointly and severally, unconditionally and irrevocably:

- 1 guarantee the due and punctual observance and performance by the Customer of all its financial and other obligations to Rural Livestock Limited;
- 2 agree that, without limiting clause 1 in any way, this guarantee:
 - a. is a continuing guarantee and applies in respect of all present and future financial and other obligations of the Customer to Rural Livestock Limited however they arise;
 - b. applies even when there is a change in Rural Livestock Limited's Terms of Trade or any other arrangements between Rural Livestock Limited and the Customer.
- 3 indemnify Rural Livestock Limited against any loss or liability (including costs), which Rural Livestock may suffer or incur as a result of the Customer failing to duly and punctually observe and perform all its financial and other obligations to Rural Livestock Limited, regardless of whether the Customer's liability is or has become void or unenforceable for any reason and regardless of whether the above guarantee shall be void or unenforceable against me/us, or any of us, for any reason;
- 4 agree that my/our guarantee and indemnity will continue to be binding and at all times enforceable by Rural Livestock Limited even if the Customer dies, becomes insolvent or is placed in liquidation;
- 5 covenant with Rural Livestock Limited that:
 - a. no release, delay or other indulgence given by Rural Livestock Limited to the Customer or any other thing whereby I/we would have been released had I/we merely been surety shall abrogate, release, prejudice or affect the liability of me/us as a guarantor or as an indemnifier;
 - b. as between me/us and Rural Livestock Limited, I/we may for all purposes be treated as the Customer and Rural Livestock Limited shall be under no obligation to take proceedings against the Customer before taking proceedings against me/us;
 - c. I/we will not prove any bankruptcy or liquidation of the Customer in competition with Rural Livestock Limited; and
 - d. any concession, grant of time, waiver, variation or otherwise shall not release me/us from liability.
- 6 authorise Rural Livestock Limited to obtain, use, exchange and hold information (including credit reports and customer due diligence information) about me/us (including our directors or trustees) and make any other enquiries it thinks appropriate, so it can confirm information provided is true and complete, and decide whether to accept the application or continue to act in its capacity for the Customer. I/we authorise any person to complete and furnish any information in response to your enquiries and accept that my/our information may be used as if I/we were a Customer;

Where the trustee of a trust acts as an independent trustee without any interest in any assets of the trust other than as trustee, that trustee is liable under this guarantee and indemnity only to the extent of the value of the assets of the trust available to meet that trustee's liability, plus any amount by which the value of those assets has been diminished by any breach of trust caused by that trustee's willful default or dishonesty.

Full Name(s)

Signed by the Guarantor(s)

Date: / /

Office use only

Client Code:

Agent Code:

Processed:

Credit check completed: Y / N

Authorised: _____