

CREDIT ACCOUNT APPLICATION FORM – MAYAJAAL HOLDINGS LIMITED (T/A MAYA ENTERPRISES) (“MAYA”)

Account Holder’s Name(s):	
Trading as:	
Address:	
Phone:	Cellphone:
Fax:	Email:

IF ACCOUNT HOLDER IS A COMPANY:

Company’s registered office (if different to above)
Street Address (if different to above)
Postal/Shipping Address (if different to above)
Email address or Fax number:
Director’s/Principal’s Name(s)

TRADE / CREDIT REFERENCES

Name	Contact Details

NB If the account is for a company then by signing below the director(s)/the principal(s) of the company agree and acknowledge that in consideration for Maya supplying goods to the Customer the director/principal/signatory signing on behalf of the company agrees and acknowledges that they will personally guarantee payment to Maya of all goods supplied to the Customer and all of the Customer’s obligations under the Terms of Trade.

I have read Maya’s Terms of Trade attached and acknowledge by signing below that the Customer agrees to the Terms of Trade in respect of all transactions between the Customer and Maya and that the Customer has received a copy of those Terms of Trade. I have authority to bind the Customer to these terms (specify position of responsibility below).

SIGNED by:

..... Name Title Date
..... Name Title Date

Direct Debit Authority

Name of my account to be debited (acceptor) <input type="text"/>				Initiator's Authorisation Code 0123421	
Name of my bank: <input type="text"/>					
<input type="text" value="0"/> <input type="text" value="0"/>	<input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="0"/> <input type="text" value="0"/>	<input type="text" value="0"/>	<input type="text" value="0"/> <input type="text" value="0"/>		
Bank	Branch	Account	Suffix		
				Approved 2342 06/16	

From the acceptor to *[insert name of acceptor's bank]* (my bank):

I authorise you to debit my account with the amounts of direct debits from **MAYAJAAL HOLDINGS LTD, Trading as Maya Enterprises** with the authorisation code specified on this authority in accordance with this authority until further notice.

I agree that this authority is subject to:

- The bank's terms and conditions that relate to my account, and
- The specific terms and conditions listed below.

Please include the following information on my bank statement:

Authorised signature/s: _____	Date: ____ / ____ / ____
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Specific conditions relating to notices and disputes

I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:

- I don't receive a written notice of the amount and date of each direct debit from the initiator, or
- I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

The initiator is required to give you a written notice of the amount and date of each direct debit no less than 10 calendar days before the date of the debit.

If the bank dishonors a direct debit but the initiator sends the direct debit again within 5 business days of the dishonor, the initiator is not required to give you a second notice of the amount and date of the direct debit.

CONDITIONS OF THIS AUTHORITY

1. The Initiator:

1.1 Will provide notice either:

1.1.1. in writing; or

1.1.2. by electronic mail where the Customer has provided prior written consent to the Initiator.

1.2 Has agreed to give advance Notice of the net amount of each Direct Debit and the due date of the debiting at least 10 calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated.

1.2.1 The advance notice will include the following message: "Unless advice to the contrary is received from you by (date*), the amount of \$..... will be directly debited to your Bank account on (initiating date*)." *This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.

1.3 May, upon the relationship which gave rise to this Instruction being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the Instruction. Upon receipt of such notice the Bank may terminate this Instruction as to future payments by notice in writing to me/us.

2. The Customer may:

2.1 At any time, terminate this Instruction as to future payments by giving written (or by the means previously agreed in writing) notice of termination to the Bank and to the Initiator.

2.2 Stop payment of any Direct Debit to be initiated under this Instruction by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.

3. The Customer acknowledges that:

3.1 This Instruction will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Instruction until actual notice of such event is received by the Bank.

3.2 In any event this Instruction is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.

3.3 Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this Instruction. Any other disputes lie between me/us and the Initiator.

3.4 Where the Bank has used reasonable care and skill in acting in accordance with this Instruction, the Bank accepts no responsibility or liability in respect of:

3.4.1. the accuracy of information about Direct Debits on Bank statements; and

3.4.2. any variations between notices given by the Initiator and the amounts of Direct Debits.

3.5 The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with clause 1.1, nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:

4.1 In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other Instruction, cheque or draft properly signed by me/us and given to or drawn on the Bank.

4.2 At any time terminate this Instruction as to future payments by notice in writing to me/us.

4.3 Charge its current fees for this service in force from time to time.

PERSONAL GUARANTEE AND INDEMNITY - MAYA ENTERPRISES (“MAYA”)

I/We and
 (“the Guarantor”) being the directors / principals of

..... Limited (“the Customer”)
in consideration of Mayajaal Holdings Limited (t/a Maya Enterprises) (“Maya”) supplying goods and/or granting credit to the Customer for the supply of such goods in accordance with Maya’s Terms of Trade attached hereto, covenant and agree with Maya the due and punctual payment of any money due from the Customer, and to indemnify Maya against all loss or damage suffered or incurred by the Customer’s non-payment of any amount owed by the Customer to Maya.

The Guarantor acknowledges and agrees that:-

1. This Guarantee is a continuing Guarantee on the part of the Guarantor and will not be affected or avoided in any way by any arrangement made between Maya and the Customer whether with or without consent of the Guarantor or by granting of any time or other indulgences or forbearance by Maya to the Customer.
2. Maya will be at liberty to regard the Guarantor in all respects as a principal debtor and shall not be obliged to take action first against the Customer and the obligations of the Guarantor hereunder shall not merge or deemed to be merged in any judgment obtained by Maya against the Customer.
3. The Guarantor shall remain liable to Maya in terms of this Guarantee notwithstanding that Maya may in the meantime obtain a judgment against the Customer or that a liquidator, receiver or manager of the Customer may have been appointed.
4. The Guarantor has been advised to obtain independent legal advice before executing this Guarantee but the Guarantor has either waived or declined to take any independent legal advice.
5. If the Guarantor is more than one person, the term “Guarantor” shall mean those persons jointly and severally.

I/We acknowledge and agree to this Guarantee and to the **attached** Terms of Trade that apply between the Customer and Maya.

GUARANTOR – 1 SIGNED FULL NAME PRESENT ADDRESS SIGNATURE OF WITNESS NAME OF WITNESS..... OCCUPATION PRESENT ADDRESS
--

EXECUTED as a deed this day of 20.....

GUARANTOR – 2 SIGNED FULL NAME PRESENT ADDRESS SIGNATURE OF WITNESS NAME OF WITNESS..... OCCUPATION PRESENT ADDRESS
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MAYA ENTERPRISES

TERMS OF TRADE

1. APPLICATION AND VARIATION OF TERMS OF TRADE

- 1.1 These Terms of Trade apply to the supply of all goods (“Goods”) or services by **MAYA ENTERPRISES** (“Maya”) to the customer (“the Customer”). Any changes by Maya to these Terms of Trade will be notified to the Customer by Maya in writing by email or fax. Any variation of these Terms of Trade by the Customer requires the written consent of Maya’s principal, Nagarajan Natarajan
- 1.2 By agreeing to these Terms of Trade the Customer acknowledges and warrants that they are purchasing the Goods in trade for business purposes and not for personal, domestic or household use.

2. PRICE

- 2.1 Unless otherwise agreed in writing, the price for all Goods (or services, if applicable) will be invoiced to the Customer and are payable to Maya in cleared funds at the price invoiced at the time of delivery.
- 2.2 Unless otherwise stated prices are exclusive of Goods and Services Tax (“GST”), any other taxes, duties, charges, delivery and packaging costs (“other applicable charges”). GST and any other applicable charges will be payable by the Customer in addition to the price.

3. PAYMENT – IF ON CREDIT TERMS

- 3.1 An invoice will be issued and sent to the Customer within a fortnight from despatch of the Goods from MAYA for delivery to the Customer. At the end of the month in which the Goods are delivered MAYA will send a statement of account to the Customer (“the

Statement”). The Customer must pay for the Goods within 30 days from the date of the Statement.

- 3.2 Failure to pay for the Goods by the due date may result in MAYA delaying further deliveries being despatched until the overdue payments have been made.
- 3.3 Interest on overdue accounts will be charged at the rate equal to 10% per annum over MAYA’s bank overdraft rate on any debt outstanding not paid by the due date. MAYA may in its sole discretion agree to waive (and/or reinstate) any such interest charges.
- 3.4 The Customer is liable for any costs incurred by MAYA in collection of any payment due by the Customer to MAYA including MAYA’s lawyer/client costs, debt collection agency fees and any other reasonable costs incurred by MAYA.
- 3.5 The Customer may not set off against the price payable for the Goods any claims which the Customer may have against MAYA. MAYA may accept and apply payments from the Customer in respect of any indebtedness but MAYA will not be bound by any conditions or qualifications attaching to such payments for example (but not limited to) “in full and final settlement”.
- 3.6 Where the Customer is a company or other non natural legal person MAYA requires personal guarantees from the directors/trustees/agents of the entity if purchases are to be made on credit.

4. SECURITY INTEREST, RISK AND OWNERSHIP

- 4.1 The Customer grants MAYA a security interest as defined in the Personal Property Security Act 1999 (“PPSA”) in any Goods supplied by MAYA to the Customer as security for all amounts owing by the Customer to MAYA and the performance of the Customer’s obligations under these Terms of Trade.
- 4.2 The Customer shall ensure that it is ALWAYS able to identify:
 - a) the Goods from any other goods that may be in the Customer’s possession; and
 - b) the particular Goods to which any invoice relates.

- 4.3 Title to all Goods supplied by MAYA shall remain with MAYA until there are no longer any amounts owing to MAYA for such Goods.
- 4.4 Until title to the Goods passes to the Customer, the Customer shall:
- a) hold those Goods as MAYA's bailee;
 - b) return those Goods to MAYA on request; and
 - c) hold any cash proceeds of the Goods on trust for MAYA in a separate account.
- 4.5 Even though title to any particular Goods remains in MAYA, the Customer may sell those Goods on the Customer's own account provided that:
- a) any such sale is conducted at arms length and is for full market value of those Goods; and
 - b) MAYA has not requested the return of those Goods;
 - c) the Customer holds any cash proceeds of those Goods on trust for MAYA in a separate account.
- 4.6 The Goods shall be at the Customer's risk from delivery (whether to the Customer or another person on the Customer's behalf) and the Customer shall insure the Goods for their full replacement value.
- 4.7 If the Customer fails to comply with any term of these Terms of Trade or any other agreement with MAYA, MAYA or its agent may exercise any and all remedies available under Part 9 of the PPSA. The Customer grants to MAYA an irrevocable licence to enter any building or premises owned, occupied, or used by the Customer to search for and retake possession of the Goods.
- 4.8 Further, the Customer indemnifies MAYA fully for the costs of recovering and/or retaking possession of the Goods.

- 4.9 The Customer further waives any right to receive from MAYA a copy of any financing statement, financing change statement or verification statement that is registered, issued, or received at any time in relation to these Terms of Trade.

5. CHANGE OF NAME OR ADDRESS

- 5.1 The Customer shall notify Maya as soon as possible of any change of name or address.

6. ORDERS, DELIVERY AND SUPPLY

- 6.1 In no circumstances will the relationship between MAYA and the Customer be construed as a “supply agreement”. The Customer acknowledges that MAYA is in no way obliged to supply the Goods to the Customer on an on-going basis.

- 6.2 Further to clause 7.1, no contract for the supply of the goods is formed between MAYA and the Customer until each order is accepted by MAYA and the Customer receives the Confirmation.

- 6.3 Every order by the Customer and acceptance (of that order by MAYA) is made in accordance with and subject to these Terms of Trade unless agreed in writing by both parties.

- 6.4 Delivery dates given by MAYA are only on a best efforts basis and in no circumstances shall MAYA be liable to the Customer or any other third party for late delivery to the Customer, whether:

- a) in contract; or
- b) in tort; or
- c) for the negligence of MAYA; or
- d) for any loss of profits, consequential or economic loss or special damages resulting from late delivery.

7. GENERAL EXCLUSIONS AND LIMITATIONS OF LIABILITY

- 7.1 No warranty is given and MAYA (and any of its officers, employees and agents) will not be liable in any circumstances for:
- a) damage caused by unusual or non recommended use;
 - b) any and all losses, costs and damages or expenses caused by any circumstances beyond MAYA's control;
 - c) any special, consequential or economic loss or damage or loss of profits whether in contract or tort suffered by the Customer or any other third party resulting from any act, omission, or negligence of MAYA.
- 7.2 MAYA's total liability for defective or damaged Goods is limited at MAYA's discretion to either:
- a) replacing the defective or damaged Goods; or
 - b) refunding the price of the defective or damaged Goods.
- 7.3 MAYA excludes and contracts out of all statutory conditions, guarantees and warranties expressed or implied by the law to the fullest extent permitted by law.

8. DEFECTIVE GOODS / RETURNS

- 8.1 MAYA may in its sole discretion give the Customer a replacement, credit or refund for any faulty or defective Goods. Any claim by the Customer must be made no later than 10 working days after receiving delivery of the Goods and any claim must specifically identify the Goods and the defect or fault. Any returned Goods must be returned to MAYA in their delivered state.
- 8.2 The Customer agrees to pay any costs incurred in returning the Goods, including MAYA's administration and handling charges and that MAYA may deduct these expenses from any eventual credit (if any).

- 8.3 The Customer agrees not to withhold any payment due to MAYA in respect of any other Goods order while the Customer waits for the resolution of a claim for defective or faulty Goods.
- 8.4 Goods which the Customer receives from MAYA and which do not match the relevant purchase order may be returned to MAYA within 10 working days of receiving the Goods provided the Goods are returned in the same condition as they were delivered and that the Customer notifies MAYA of the discrepancy within 10 working days after delivery and BEFORE the Goods are returned.

9. PRIVACY

- 9.1 The Customer agrees to the collection and storage of the Customer's personal information by Maya as recorded on the Credit application for or otherwise. The Customer acknowledges that MAYA may:
- a) use this collected information for its own reasonable business purposes including but not limited to, verifying the Customer's identity, securing payment and for MAYA's internal research purposes;
 - b) provide this information to any relevant authority if the Customer does anything illegal or malicious.
- 9.2 MAYA will not allow third parties access to the Customer's personal information unless authorised by the Customer to do so, except where necessary to comply with the law, or to enforce these Terms of Trade, to facilitate legal proceedings or protect the property, rights or safety of MAYA (or any of its officers, employees, agents).
- 9.3 The Customer may contact MAYA to request any information held about that Customer and the Customer may request MAYA to correct any information the Customer considers to be inaccurate.