



# ROOFING & PROFILES (FIJI) LTD.

Build With Confidence

Head Office: 6 Ba Market Sub-Division, P. O. BOX 9, Ba, Fiji Islands

Factory: Yalelevu, Kings Road, Ba.

Phone: +679 6674633 Fax: +679 6670184

Email: [info@roofingandprofiles.com.fj](mailto:info@roofingandprofiles.com.fj) Website: [www.roofingandprofiles.com.fj](http://www.roofingandprofiles.com.fj)

## CUSTOMER CREDIT ACCOUNT APPLICATION

Trading Name: \_\_\_\_\_

Trading address: \_\_\_\_\_

Postal address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Residential: \_\_\_\_\_ Mobile: \_\_\_\_\_

Town/City: \_\_\_\_\_ Facsimile: \_\_\_\_\_

Contact Persons Name: Mr/Mrs/Ms \_\_\_\_\_

Email: \_\_\_\_\_

Bankers Name: \_\_\_\_\_ Bank A/c No. \_\_\_\_\_

Type of Business: \_\_\_\_\_ Business Reg. No. \_\_\_\_\_

Auditors Name: \_\_\_\_\_ Vat / TIN No: \_\_\_\_\_

### CUSTOMER DETAILS

#### A. SOLE PROPRIETOR AND PARTNERSHIP ONLY

Business Name: \_\_\_\_\_

Proprietors/Partners Full Name: \_\_\_\_\_

Private Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Mobile: \_\_\_\_\_

#### B. COMPANIES

Company Name: \_\_\_\_\_

Company Number: \_\_\_\_\_

Date and Place of Incorporation: \_\_\_\_\_

Registered Office: \_\_\_\_\_

Directors and Secretary (Full Name): \_\_\_\_\_

Private Address of Director and Secretary: \_\_\_\_\_

**Trade References**

Referee Name (1): \_\_\_\_\_ Telephone: \_\_\_\_\_

Referee Name (2): \_\_\_\_\_ Telephone: \_\_\_\_\_

**Billing Address (state full particulars if different from above)**

Address: \_\_\_\_\_

Town/city: \_\_\_\_\_

Telephone: \_\_\_\_\_ Facsimile: \_\_\_\_\_

E-mail: \_\_\_\_\_

Main Billing Contact Person: \_\_\_\_\_ Position: \_\_\_\_\_

**Agreement**

**Terms of Trade**

1. I/We have read, understood and agreed to your terms and conditions of credit as attached hereto.

2. By completing the details below, you warrant and represent to R. C. Manubhai & Co. Ltd. that:

(a) You are a duly authorized representative of the Company/business with Authority to contractually bind the Company/business.

(b) All the information provided is accurate and complete.

**Sole Trader**

Name: - \_\_\_\_\_

Signature: \_\_\_\_\_

**Partnership Applications**

Name: - \_\_\_\_\_

Signature: \_\_\_\_\_

Name: - \_\_\_\_\_

Signature: \_\_\_\_\_

Name: - \_\_\_\_\_

Signature: \_\_\_\_\_

Name: - \_\_\_\_\_

Signature: \_\_\_\_\_

**Company Applications**

\_\_\_\_\_  
Director – Name:.....

\_\_\_\_\_  
Director/Secretary: Name:.....

Date:.....

Credit Limit Requested: F\$ \_\_\_\_\_

\_\_\_\_\_  
Common Seal

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**Office Use Only**

Account Number: \_\_\_\_\_

Authorized Credit Limit: \_\_\_\_\_

Credit Limit Authorized By: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

## ROOFING & PROFILES (FIJI) LTD – TERMS AND CONDITIONS OF CREDIT SALE

Please read the following terms and conditions carefully as this governs the terms on which Roofing & Profiles (Fiji) Ltd transacts with you. These provisions relate to your account with us. These provisions are subject to change.

### Terms and Conditions

All goods sold on credit by Roofing & Profiles (Fiji) Ltd (“RPFL”) are sold on the following terms and conditions. These provisions relate to your account with us and are subject to change.

#### Definitions

1. The following words have the following meanings in these terms and conditions: -

**Account** means account kept by Roofing & Profiles (Fiji) Ltd containing a record of financial transactions for the Customer

**RPFL/We/Us/Our** means Roofing & Profiles (Fiji) Ltd carrying on business under its own name and includes its agents and/or employees.

**Application Form** means the Customer Credit Application Form completed by you/buyer when seeking approval for purchasing goods on credit from us.

**Credit Limit** means the amount shown in the Application Form next to the words “Authorized Credit Limit” and includes any increase in credit limit approved by us.

**Goods** mean the goods supplied and sold to you under these terms and conditions and as defined in the *Sale of Goods Act* (Cap 230, Laws of Fiji).

**Invoice Amount** means the amount shown in the tax invoice issued by us to you.

**You or Your** means the account Customer/Customer/buyer as detailed in the Customer Credit Account Application under the heading “Customer Details” and includes your successors, executors, administrators or assigns.

#### Buyers Acceptance of Terms and Conditions

2. Upon signing the application form you are deemed to have accepted these terms and conditions. Without limiting the effect of this clause, you are also taken to have accepted these terms and conditions if you:
- 2.1. Order goods from us (whether in writing, electronically, or verbally); or
  - 2.2. Accept delivery of goods from us.

#### Term and Commencement

3. This Agreement shall commence on the date of acceptance by us of your credit application and shall continue unless terminated in accordance with the terms and condition herein.

#### Invoice and Payment of Purchase Price

4. The following payment terms shall apply
- 4.1. You will pay us the invoice amount on the due date as shown in the invoice. In the event this due date is not ascertainable for any reasons then you must pay to us the full purchase price for the goods delivered within 30 days from the date on which the goods are delivered to you.
  - 4.2. You will be liable to pay any Value Added Tax (“VAT”) levied on the sale of the goods in accordance with the provisions of the *Value Added Tax Decree 1991* (as amended from time to time).

#### Consequences of Default by you

5. Without limiting the other rights and remedies that we may have in law and equity, if you: -
- 5.1. Shall neglect or fail to make any payment on the due date;
  - 5.2. Refuse or neglect to take delivery of the goods;
  - 5.3. (being a company) enter into a scheme or arrangement for the benefit of the creditors, resolve that it be wound up or have a petition for winding up presented;
  - 5.4. (being an individual) petition for your bankruptcy, assign your estate to a trustee for the benefit of the creditors, or have a petition for bankruptcy presented against you; or
  - 5.5. Fail to comply with any obligations herein contained then;
    - a) You agree to and will be liable to pay a penalty interest at the rate of 13.5% per annum calculated and accruing daily from the date on

which the amount was due to us until the date on which the amount is paid to us.

- b) You shall be liable to us for all costs and expenses which we incur in recovering monies that you owe to us and you agree to pay these costs within 7 days of a demand made by us and/or our servants and/or our agents and/or our solicitors.
- c) We shall be entitled to claim immediate payment of any invoice amount payable by you regardless of when such payment is due under these terms and conditions.
- d) We shall be entitled to cancel the credit facilities given to you and cease the supply of any goods to you.
- e) You irrevocably and to the full extent permitted by law authorise us to (without prior notice to you) do everything reasonably necessary to re-take possession of the goods owned by us (including, without limitation, enter any property at which we reasonably believe the goods to be located).
- f) You will indemnify us for any loss or liability whatsoever incurred by us in exercising our rights under Clause 5.5 (e). This indemnity covers (without limitation) any liability to any third party for trespass or damage to property occasioned by us in exercising our rights under Clause 5.5 (e).
- g) We expressly reserve all other rights and remedies available to us on your default on these Terms and Conditions (including, without limitation, the right to seize and dispose of or retain goods).

#### Passing of Title and Risk in Goods

6. Risk in the goods sold passes to you at the earlier of the following times:
- 6.1. when the goods are dispatched for delivery to you; or
  - 6.2. When you (or any third party on your behalf) collects or takes possession of the goods.
7. All good sold to you remains our property of Ajax, and title to the goods does not pass to you, until all outstanding debts owed by you to us are paid in full.

#### Disputes, Returns and Claims

8. In the event you dispute an invoice amount, the undisputed portion of the invoice amount shall be payable in accordance with the normal terms of payment, pending an investigation of the disputed amount.
9. We may ignore any dispute or claim made by you in respect of goods unless:
- 9.1. You make the claim in writing within 14 (Fourteen) days from the delivery of goods to you and/or to a place nominated by you;
  - 9.2. The claim refers to the relevant invoice number for the goods; and
  - 9.3. The claim explains (in reasonable detail) the basis of the claim.
10. No freight or other costs or charges incurred in returning goods to you shall be accepted by us unless authorized by us in advance.
11. We will only issue a credit note to you if: -
- 11.1. We have inspected the goods;
  - 11.2. The goods were (in our reasonable opinion) faulty, damaged, defective or otherwise in an unsatisfactory condition on supply; and
  - 11.3. The goods were not damaged after supply by misuse or unreasonable use.
12. We are not taken to agree to issue a credit note to you merely by accepting delivery of goods returned.

#### **Credit Limit**

13. You shall be allowed to purchase goods up to the credit limit. You can ask us to increase the credit limit at any time but we are not required to agree.
14. Your account balance must not exceed the credit limit. Any amount in excess of the credit limit must be paid to us immediately and shall be recoverable by us as a default in payment in accordance with the terms under clause 5.
15. We can reduce or cancel the credit limit at any time, whether or not you are in default and without your consent. We are not required to notify you of any such reduction or cancellation of the credit limit.
16. It is your responsibility to keep track of the amount due and payable by you and to ensure that the total amount on account does not exceed the credit limit.

#### **Customer Agrees to Credit Report and Disclosure**

17. You agree that we may give to and seek items of personal and /or commercial credit information such as information about creditworthiness, credit standing, credit history or credit capacity (including information in this or other application) to and from any credit reporting agency or other credit providers and use the information to assess your credit application and notify other credit providers of a default by you.

#### **Our Liability to You**

18. We are not liable to you for breach of any express or implied terms, conditions or warranties. However, where any applicable legislation implies any term, condition or warranty to this Agreement or Our relationship with you, or otherwise gives you a particular remedy against us and that legislation or other legislation renders void or prohibits provisions excluding or modifying the application of, exercise of, or liability under such implied term, condition or warranty or remedy will be deemed to be included in this Agreement or, as the case may require, apply to the relationship between us and the Customer. However, our liability for any breach of such implied term, condition or warranty or under such remedy will be limited, at our option, in any one or more of the ways permitted in that legislation including where so permitted: -

#### **18.1 If the breach relates to Goods:**

- 18.1.1 The replacement of the Goods or supply of equivalent Goods
- 18.1.2 The replacement of such Goods.
- 18.1.3 The payment of the cost of replacing the Goods or acquiring of the Goods or;
- 18.1.4 The payment of the cost of having the Goods repaired.

#### **18.2. If the breach relates to services:**

- 18.2.1 The supply of those services again; or
- 18.2.2 The payment of the cost of having those services supplied again.

#### **Validity of the Credit Contract**

19. We may terminate your Credit Account and this agreement at any time without giving notice of termination to you.
20. You may terminate the Credit Account by giving us at least 30 days written notice and upon such termination of the Credit Account, you shall pay us all outstanding amounts within seven (7) days.
21. The invalidity or unenforceability of any provision shall not affect any other part of these Terms and Conditions.

#### **Governing Law**

22. The Terms and Conditions of this Agreement shall be governed by the Laws of Republic of Fiji Islands. The parties submit to the exclusive Jurisdiction of the Courts of Fiji.

#### **Dispute Resolution**

23. Parties may on any mutual understanding and Agreement first attempt to settle any dispute by negotiation without recourse to the Courts

**ROOFING & PROFILES (FIJI) LTD**  
**GUARANTEE**

**THIS GUARANTEE is made this.....day of..... 20.....**

**To: ROOFING & PROFILES (FIJI) LTD** a duly incorporated limited liability company having Its registered office at 6 Ba Market Sub-Division, P.O. Box 9, Ba, Fiji Islands (hereinafter referred to as the “**Creditor**” or “**You**”)

In consideration of you at my request agreeing to supply: \_\_\_\_\_  
\_\_\_\_\_ (the "Debtor") with Goods from time to time for the purposes of his business and/or goods pursuant to or under a credit account in the name of the Debtor with you, I \_\_\_\_\_ of \_\_\_\_\_ [full name and address]

Hereby agree as follows: -

1. “Agreement” shall mean the terms and conditions of Credit Sale between the creditor and the debtor and any changes thereto.

“guaranteed money” shall mean:

- (i) all monies due and owing by the Debtor or any other person on behalf of or at the request or direction of the Debtor in any way before, upon or after the execution of this Guarantee;
- (ii) all monies and liabilities (whether certain or contingent) due, owing or incurred by the Debtor to the Creditor; and
- (iii) all interest fees and expenses payable to the Creditor in respect of the above

“Trade Account” shall mean the accounts of the debtor kept by you containing a record of financial transactions of the debtor in relation to sale and purchase of goods and services from you.

2. I unconditionally guarantee to you the due and punctual payment by the Debtor of all Guaranteed Money as and when the same shall become due and payable by the Debtor to you and the due observance and performance by the Debtor of all the debtors obligations in respect of the agreement and the trade account.
3. I have been made aware of the terms and conditions of the trading account in the name of debtor and I accept that upon signing this document I shall be unconditionally bound in such a way that my liability will also be determined by the said terms and conditions.
4. I agree to pay you ON DEMAND, which may be made at any time and from time to time, the whole or part of the Debt as may be specified in each such demand or notice of default on any sum due to you by the Debtor.
5. I agree that my liability under this guarantee shall not be discharged, abrogated, prejudiced or affected by any of the following:
  - 5.1 The granting of time, credit or any indulgence or other concession to the Debtor.
  - 5.2 By the release, abandonment, waiver, variation, relinquishment of any securities or any rights that you may have against the Debtor.
  - 5.3 Any alteration, modification, variation or addition to any agreement relating to the supply of goods.
  - 5.4 By my death or notice of death.
  - 5.5 Any other act, event or omission which but for this clause might operate to discharge, impair or otherwise affect this guarantee and my obligations contained in this guarantee or any of the rights, powers or remedies conferred upon you by this guarantee or by law.
6. This guarantee shall be a continuing guarantee and shall remain in full force and effect until the Debtor has paid you all moneys due in respect of the goods or I have given written notice to terminate any future liability under this guarantee. If such notice has been given I shall be under no liability in respect of any goods which may be delivered to the Debtor after the said notice has been given.

7. I agree to waive any rights of subrogation in respect of any security held by you in respect of the Debtor's obligations to you until the Debtor has paid all moneys due to you in respect of the goods.
8. I agree that all or any Debts that are not recoverable from the Debtor, whether by reason of any legal limitation, disability or incapacity or any other fact or circumstance, and whether known to the Creditor or not, shall nevertheless be recoverable from me ON DEMAND together with interest at the rate of 13.5% per annum from the date of demand until payment in full.
9. I accept that notice in writing of the amount due and payable on the Debt is prima facie evidence that such amount is due and payable and of all other matters.
10. Notices shall be given by you to me in writing by:
  - a) delivery at my address which is \_\_\_\_\_;
  - b) mailing through normal post to my post box address which is \_\_\_\_\_;
  - c) transmission by facsimile to \_\_\_\_\_; or
  - d) electronic means to my email address which is \_\_\_\_\_.
11. Notice given under clause 10 may be given to the addresses or facsimile numbers or email address stated in clause 10 above unless I have, by written notice to you, specified another address.
12. Notices given under this Guarantee shall be deemed to have been made or given:
  - (a) In the case of delivery, when received;
  - (b) In the case of facsimile transmission, when dispatched;
  - (c) In case of electronic communication by email when it is sent; or
  - (d) In the case of mailing by postal service, on the fifth day following the date of mailing.
13. If any notice is made or given after 5.00pm on any business day or on any day that is not a business day such notice shall be deemed, made or given at 9.00am on the next business day.
14. I acknowledge that I have been advised to seek independent legal advice prior to execution of this Guarantee.
15. I acknowledge that I sign this Guarantee of my own free will and mind and that I understand the nature and meaning of this Guarantee.

This Guarantee is governed by the Laws of Republic of Fiji Islands and I agree to the exclusive jurisdiction of the courts of Fiji.

**EXECUTED AS A DEED by the said**

\_\_\_\_\_ **in my presence after I** )  
**read over and explained to him the contents in the** )  
 \_\_\_\_\_ **Language and he appeared** )  
**fully to understand the meaning and effect of the** )  
 \_\_\_\_\_  
**same.**

**Name:.....**

**Date: .....**

.....  
**A COMMISSIONER FOR OATHS**

## Checklist – Requirement for Opening of Credit Account

### For Business Company

**Please tick the appropriated box**

- Credit application forms must be duly completed
- Guarantee part to be filled and signed in presence of a Commissioner for Oaths (not JP)
- Valid ID – Licence, FNFP & FRCA or Passport copy only
- Business Registration Certificate
- TIN / VAT Certificate copy
- Current bank statement
- Current financial audited accounts
- Bank reference letter

### For Individual Customer

**Please tick the appropriated box**

- Credit application forms must be duly completed
- Guarantee part to be filled and signed in presence of a Commissioner for Oaths (not JP)
- Birth certificate
- Valid ID – Licence, FNFP & FRCA or Passport copy only
- TIN / VAT Certificate copy
- Current bank statement
- Bank reference letter

**Note:** If you have any queries please refer to below:

Yangteshwar Permal  
Group Credit Controller  
R. C. Manubhai Group of Companies  
PH: (679) 667 4633 | EXT: 207  
Fax: (697) 667 0184  
Mobile: (967) 999 9316

Email: [Yangteshwar.Permal@rcmanubhai.com.fj](mailto:Yangteshwar.Permal@rcmanubhai.com.fj) / [info@roofingandprofiles.com.fj](mailto:info@roofingandprofiles.com.fj)

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