



COMMERCIAL VEHICLE PARTS AND SERVICE SPECIALISTS  
 HEAD OFFICE: PRIVATE BAG 11027 PALMERSTON NORTH

## CUSTOMER CREDIT APPLICATION - CONFIDENTIAL

Customer / Trading Name		
Postal Address		
Street Address		
Suburb	City	Postcode
Telephone	Mobile	Facsimile
Email		

### PERSONAL DETAILS OF OWNER (1)

Surname	
Christian Names	
Address	
	Postcode
Home Telephone	Date of Birth / /

### PERSONAL DETAILS OF OWNER (2)

Surname	
Christian Names	
Address	
	Postcode
Home Telephone	Date of Birth / /

Tick as applicable <input type="radio"/> Limited Company <input type="radio"/> Partnership <input type="radio"/> Sole Trader
State type of business
How long has business been established
Name of Bank
Address
Name of Accountant
Address

Vehicle Make(s)	Registration

### BUSINESS REFERENCES Complete FULLY a minimum of 3. One must be a vehicle repairer/parts supplier where applicable. References must NOT be utilities, lawyers, accountants, credit card companies or banks

1. Name	Phone
2. Name	Phone
3. Name	Phone
4. Name	Phone

I/We authorise any person or company to provide you with such information as you may require in response to your credit enquiries, I/ We authorise you to furnish to any third party, details of this application and any subsequent dealings that I/ we may have with you as a result of this application being actioned by you.  
 I/ We hereby agree in consideration of credit being extended to me/us to pay all monies owing by the 20th of the month following purchases, and to pay all legal and other incidental expenses incurred in receipt of recovery of my/our debt to TRUCK STOPS (NZ) LTD, I/ We accept the Terms and Conditions of Sale on reverse side.

<b>Authorised / Owner (1)</b> Date
Signature
Name (Please Print)
Title

<b>Authorised / Owner (2)</b> Date
Signature
Name (Please Print)
Title

**PLEASE ENSURE EVERY SECTION HAS BEEN FULLY COMPLETED TO AVOID RETURN AND DELAY**

# TERMS OF TRADE

## TRUCK STOPS (NZ) LIMITED

("Company")

### 1.0 PAYMENT

- (a) Net cash unless prior arrangements have been made for payment, by the 20th of the month following date of invoice.
- (b) Interest at 2% per calendar month shall be payable on all overdue accounts from the date payment was due until payment is received in full.
- (c) Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid/realised in full.
- (d) Credit sought for returned Goods are at the Company's discretion and:
  - (i) must be returned within 10 working days of purchase;
  - (ii) must be returned freight free;
  - (iii) must be returned in unused, saleable condition and in the manufacturers/suppliers packaging, unsoiled and undamaged;
  - (iv) must be accompanied by number and date of packing slip or invoice;
  - (v) must not be a procured item.

### 2.0 RISK

Goods despatched to a Customer by the Company are at the Customer's risk from the time of despatch.

### 3.0 OWNERSHIP OF GOODS

- 3.1 Ownership in the Goods shall pass from the Company to the Customer when the purchase price and all other monies payable to the Company by the Customer have been paid in full.
- 3.2 If the Goods are sold by a Customer to a third party prior to being paid for the Customer shall hold the proceeds of the sale in trust for the Company until the Goods have been paid for. The Customer shall, on demand by the Company, provide full details of all sales made of Goods that are not paid for and the account where the proceeds of the sales thereof are held.
- 3.3 The Customer shall keep all Goods supplied to it by the Company stored apart from all other goods or otherwise separately identified until such time as they have been paid for by the Customer to the Company.
- 3.4 The Company shall have the right to enter onto the premises of the Customer at any time to inspect Goods that have not been paid for.
- 3.5 If the Customer fails to make any payment on the due date, or otherwise fails to comply with any provision of these terms or if the Company shall at any time deem the credit-worthiness of the Customer to be unsatisfactory, the Company may, as the agent of the Customer, (and without prejudice to its other rights or remedies) enter upon the premises where the Goods are situated and take possession of and remove the same without being responsible for any damage thereby caused, and the Company may resell any or all of the Goods and apply the proceeds in or towards payment of the purchase price and all other monies owing to the Company by the Customer. All costs and expenses of or incurred by the Company as a result of any such action, together with transportation and storage charges, shall be payable by the Customer upon demand.

### 4.0 WARRANTIES

- 4.1 The Company gives no warranty in relation to Goods supplied beyond that provided by the manufacturer and, to the extent that any warranty or condition in respect of Goods is implied by law, the Company's liability shall be excluded or, if not able to be excluded, shall apply to the minimum extent required by law.
- 4.2 Where any Goods and/or services supplied by the Company are acquired by the Customer for the purposes of a business, the Consumer Guarantees Act 1993 shall not apply.

### 5.0 LIABILITY

- 5.1 The Company's liability in respect of faulty Goods will not exceed the sale price of the relevant Goods but the Company is not responsible for any loss, damage, liability or expense resulting from Goods being fitted by an unqualified tradesman or in an untradesmanlike manner or being adapted to a use for which they were not intended.
- 5.2 In respect of services supplied by the Company to the Customer and except to the extent required by law the Company shall have no liability in respect of any loss, liability, damage, claim or expense unless notice of a claim for such is received by the Company within three months following the date on which the relevant services were supplied.
- 5.3 The Company shall have no liability to the Customer for any indirect,

incidental or consequential losses or damages such as loss of business or profit or loss arising from claims by third parties arising or resulting from the supply of the relevant services

- 5.4 The Company shall not be responsible or liable in any way to the Customer for delays in delivery of the Goods or provision of services.

### 6.0 PERSONAL PROPERTY SECURITIES ACT 1999 ("Act")

- 6.1 The Customer hereby grants a security interest to the Company:
  - (a) over all Goods supplied by the Company to the Customer or for the Customer's account; and
  - (b) over each motor vehicle (as defined in section 57 of the Act ("Vehicle")) to secure the purchase price of Goods supplied by the Company to the Customer in respect of that Vehicle and the invoiced cost of services provided by the Company to the Customer in respect of that Vehicle.This provision shall apply notwithstanding anything expressed or implied to the contrary contained in any purchase order of the Customer. For purposes of this clause 6.0, Goods shall include the proceeds of Goods and references to a financing statement, a financing change statement, the personal property securities register and a verification statement are references to those terms as defined in the Act.
- 6.2 The Customer shall:
  - (a) sign any further documents and/or provide any further information (which information the Customer warrants to be complete, accurate and up to date in all respects) which the Company may reasonably require to enable registration of a financing statement or financing change statement on the personal property securities register;
  - (b) give the Company not less than fourteen days' prior written notice of any proposed change in the Customer's name.
- 6.3 The Customer waives the right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest and agrees, to the extent permitted by law, that:
  - (a) the Customer contracts out the Customer's rights under the sections referred to in Section 107(2) of the Act;
  - (b) nothing in sections 114, 117 (1) (c), 133 and 134 of the Act shall apply to these terms and contracts out of such sections;
  - (c) the Customer shall not give any further security interest over the Goods or any Vehicle to any third party.

### 7.0 PRIVACY OF INFORMATION

I/We authorise any person or company to provide the Company with such information as the Company may require in response to any enquiries the Company wishes to make about my/our credit worthiness. I/we further authorise the Company to furnish any third party with details of this agreement and any subsequent dealings that I/we may have with the Company as a result of this agreement in the event of my/our account with the Company becoming overdue.

### 8.0 PERSONAL GUARANTEE

In consideration of the Company agreeing to supply Goods and/or services and to the provision of credit to the Customer at my/our request, I/We the Guarantors (being a Director/Partner/Proprietor/Trustee of the Customer) on behalf of the Customer and for myself/ourselves hereby:

- (a) Accept these Terms of Trade.
- (b) Personally guarantee payment to the Company for any Goods and/or services supplied to the Customer and I/we shall personally be liable and if more than one jointly and severally for payment and I/we acknowledge and agree that we will be deemed to be principal debtor for all monies owed by the Customer to the Company and I/we agree to indemnify the Company without the Company first taking recovery action against the Customer.
- (c) Agree that any release, delay or other indulgence given by the Company to the Customer or any of us as guarantors shall not release me/us.

### DECLARATION

I/We the undersigned for myself/ourselves acknowledge the information given is true and correct and that I/we am/are duly authorised to enter into this Application and future contracts on behalf of the Customer and I/we accept the Terms of Trade and guarantee performance of the terms in this Credit Application and Terms of Trade.

## FOR OFFICE USE ONLY

Account No.:

PLEASE STATE NAME OF T/S BRANCH AT WHICH ACCOUNT REQUIRED		
RECOMMENDED CREDIT LIMIT	CREDIT DAYS	SIGNED