



## Transport Repairs Limited

### Credit Application Form – Company:

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

Are you a Limited Company / Individual Trading as / Partnership / Incorporated Society

Business Type: \_\_\_\_\_ Number of years trading: \_\_\_\_\_

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

\_\_\_\_\_ City: \_\_\_\_\_

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

\_\_\_\_\_ City: \_\_\_\_\_

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

**Main day to day business Contact:** \_\_\_\_\_

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

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

**Contact For Accounts:** \_\_\_\_\_

Phone \_\_\_\_\_

Email \_\_\_\_\_

Invoices Emailed to \_\_\_\_\_

**Service & COF check sheets emailed to** \_\_\_\_\_

**Purchase Order Number Required** Yes / No (please indicate)

Trading Bank: \_\_\_\_\_ Branch: \_\_\_\_\_

Account: \_\_\_\_\_ of: \_\_\_\_\_

Solicitor: \_\_\_\_\_ of: \_\_\_\_\_

**Credit References: Please include phone numbers:**

(Note: Power Companies, Telecommunications & Oil Companies are not acceptable as Credit References).

Company 1. \_\_\_\_\_ Ph: \_\_\_\_\_

Company 2. \_\_\_\_\_ Ph: \_\_\_\_\_

Company 3. \_\_\_\_\_ Ph: \_\_\_\_\_

**Please email completed form to – [nicki.masters@transportrepairs.co.nz](mailto:nicki.masters@transportrepairs.co.nz)**



## Terms and Conditions of Trade:

### 1. Definitions

- 1.1. “**TRL**” means Transport Repairs Limited its successors and assigns or any person acting on behalf of and with the authority of Transport Repairs Limited;
- 1.2. “**Client**” means the person or entity ordering services or parts as specified in any purchase order, invoice or document and the term “Client” shall also mean the Client’s duly authorised representative;
- 1.3. “**Services**” means all repair services and parts supplied by TRL to the Client and where the context requires the terms parts or services shall be interchangeable for the other;
- 1.4. “**Price**” means the cost of services as detailed in an invoice-account rendered by to the Client;

### 2. Acceptance of Terms

- 2.1. Where the Client requests services of TRL the Client accepts and is bound by these terms and conditions which may only be amended with the written agreement of both parties and will prevail in the case of any inconsistency with any other document or agreement between TRL and the Client.
- 2.2. Services shall not be provided by TRL on credit unless or until the Client has completed a credit application which has been approved and with a credit limit which limit must not be exceeded.

### 3. Payment Terms

- 3.1. Any estimated Price will not be binding on TRL where the actual price can only be determined on completion of Services. TRL will keep the Client informed where the actual Price may exceed any original estimate.
- 3.2. TRL may require a deposit be paid which is required prior to commencement of Services.
- 3.3. Time for payment for services is to be of the essence and at the discretion of TRL will be due:
  - a) On completion of the Services and delivery of the vehicle/s; or
  - b) Where the Client holds an authorised account with TRL on the 20th of the month following the date of invoice;
- 3.4. Payment will be made by cash, electronic/online banking or Credit Card (a surcharge may be applied per transaction) and receipt of any form of payment other than cash will not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 3.5. Where payment is not received by the date due interest will be payable at the rate of 12% per calendar month on the account balance and TRL shall be entitled to recover all costs and disbursements incurred by it in recovering the account balance including but not limited to internal administration fees, collection-agency costs, legal costs on a solicitor and own-client basis and any bank dishonour fees.
- 3.6. Without prejudice to any other remedies available to TRL, where the Client is in breach of any obligation including those relating to the payment under these Terms and Conditions, TRL may suspend or terminate the supply of services to the Client and will not be liable to the Client for any loss or damage where TRL exercises its rights under this provision.

### 4. Title

- 4.1. The Client acknowledges that ownership of any parts supplied will not pass until the Client has paid TRL all amounts owing to it and has met all of its other obligations to TRL.
- 4.2. Until ownership of the parts passes to the Client in accordance with the foregoing sub-clause the Client is a bailee only of those parts and must:
  - a) Return the parts on request;
  - b) Not sell, dispose or otherwise part with possession of the parts other than in the ordinary course of business and for market value;
  - c) Hold any sale proceeds or insurance value on trust for TRL; and
  - d) Irrevocably authorises TRL to enter into any premises where the parts are kept and recover possession of them;
  - e) Not grant any charge or encumbrance over the parts or give up any interest in the parts while they remain the property of TRL.



**5. Personal Property Securities Act 1999 (“PPSA”)**

- 5.1. In acceptance of these Terms and Conditions the Client acknowledges and agrees that these Terms and Conditions constitute a Security Agreement for the purposes of the PPSA and that a security interest is taken in all parts previously supplied by TRL and all parts that will be supplied in the future by TRL to the Client.
- 5.2. The Client undertakes to sign any required documents and provide such information which TRL may reasonably require to register a Financing Statement or Financing Change Statement on the PPSA Register.
- 5.3. TRL and the Client acknowledge that nothing in Sections 114 (i)(a), 113 and 134 of the PPSA shall apply to these Terms and Conditions.
- 5.4. The Client waives its rights as a debtor under Sections 116, 120 (2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 5.5. Unless otherwise agreed in writing by TRL the Client waives any right to receive a Verification Statement in accordance with Section 148 of the PPSA.
- 5.6. The Client ratifies any actions taken by TRL under the foregoing sub-clauses.

**6. Parts, Repairs & Delivery**

- 6.1. If the Client is acquiring parts for the purpose of any trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to that supply.
- 6.2. TRL will be under no obligation to accept the return of any parts supplied and will not accept return of any parts sourced by it from outside New Zealand.
- 6.3. Where TRL is prepared to consider return of parts and issuing of a credit note it will do so only where the parts are returned complete and in saleable condition (with related packaging and related material that may have been with the parts at the time of supply) and with the deduction of any re-stocking fee incurred by TRL as to the parts.
- 6.4. In the event that the Client requests TRL to use aftermarket or used parts, the Client accepts full risk for the failure of those parts and shall indemnify TRL from any liability in relation to any failure of those parts or any consequential damage, harm or other liability resulting from the use of aftermarket or used parts.
- 6.5. In the event that the Client requests TRL to complete a repair in a way that is not the repair method recommended by TRL, the Client accepts full risk for the failure of that repair and shall indemnify TRL from any liability in relation to any failure of the repair or any consequential damage, harm or other liability resulting from repair.
- 6.6. Any date given for delivery is provided in good faith, but shall not be treated as a condition of sale, and no claim of any nature shall be made by the Client on account of late delivery, howsoever caused. Late delivery shall not constitute a breach of this agreement by TRL and the Client shall not be entitled to cancel requested Services due to late delivery.

**7. General**

- 7.1. Any failure to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision nor shall it affect the right to subsequently enforce that provision.
- 7.2. These Terms and Conditions and any contract to which they apply will be governed by the laws of New Zealand.
- 7.3. TRL shall be under no liability whatsoever to the Client for any indirect and or consequential loss and or expense (including loss of profit) suffered by the Client arising out of a breach by TRL of these Terms and Conditions and alternatively any liability on the part of TRL will be limited to the value of the services and parts.
- 7.4. The Client will provide TRL with a reasonable right to remedy any failure or defect on its part.
- 7.5. TRL may amend these Terms and Conditions and in which case will notify the Client in writing. The changes shall be deemed to take effect from the date upon which the Client accepts the changes or otherwise at such later time as the Client makes a further request of TRL for delivery of services or parts.

Account Holder Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Position: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_