

Northway Automotive Limited trading as



1 Bristol Place, Te Rapa, Hamilton.
Telephone/Fax: (07) 958 2525 Mobile: 021 588 629

ACCOUNT APPLICATION FORM

ENTITY DETAILS:

APPLICANT'S FULL LEGAL NAME (i.e. not trading name):("the Customer")

(Please tick) Sole Trader Individual Partnership Ltd Company Other (please state):

Trading as: Email:

Postal Address:

Physical Address:Postal Code:

Nature of Business: Years in Business:

Telephone: Fax: Date of Birth:

Contact Name & Position:

OWNERSHIP please insert Owner(s) / Directors Name(s) in full

1: Address:

2: Address:

IF LIMITED LIABILITY COMPANY - Address of Registered Office:

Date of Incorporation: Incorporation No:

FINANCIAL & PROFESSIONAL ADVISORS

Shareholders Funds: Paid Up:

Name of Accountant: Solicitor:

Bank: Branch: Acct No:

TRADE REFERENCES

Company	Contact Name	Phone Number	Account open since

General Description of Goods/Products/Services to be Provided:

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/We warrant to Any Mazz Spares that the above information is to the best of my/our knowledge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer. I/we also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am/are also signing this application form in my/our personal capacity.

If the applicant is a Company then this application form must be signed by a Director of the Company.

Signed Print Name Designation

Dated this day of 20

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Any Mazz Spares" shall mean Northway Automotive Limited trading as Any Mazz Spares, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Any Mazz Spares.
- 1.3 "Products" shall mean:
 - 1.3.1 all Products of the general description specified on the front of this agreement and supplied by Any Mazz Spares to the Customer; and
 - 1.3.2 all Products supplied by Any Mazz Spares to the Customer; and
 - 1.3.3 all inventory of the Customer that is supplied by Any Mazz Spares; and
 - 1.3.4 all Products supplied by Any Mazz Spares and further identified in any invoice issued by Any Mazz Spares to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.5 all Products that are marked as having been supplied by Any Mazz Spares or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Any Mazz Spares; and
 - 1.3.6 all of the Customer's present and after-acquired Products that Any Mazz Spares has performed work on or to or in which goods or materials supplied or financed by Any Mazz Spares have been attached or incorporated.
 - 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 "Products" shall also mean all products, goods, services and advice provided by Any Mazz Spares to the Customer and shall include without limitation the supply of motor vehicle parts and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products by Any Mazz Spares to the Customer.
- 1.5 "Price" shall mean the cost of the Products as agreed between Any Mazz Spares and the Customer and includes all disbursements eg charges Any Mazz Spares pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by Any Mazz Spares from the Customer for the supply of Products shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Any Mazz Spares to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Products provided by Any Mazz Spares to any other party.
- 3.2 The Customer authorises Any Mazz Spares to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Products shall be deemed to be sold at the current amount as such Products are sold by Any Mazz Spares at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of Any Mazz Spares between the date of the contract and delivery of the Products.

5. PAYMENT

- 5.1 Payment for Products shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date"). No discounts will be allowed for Products not paid by the due date.
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Any Mazz Spares in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Any accounts that remain unpaid on the last day of the month will be charged an Account Booking Fee of \$25.00 +GST. This will be charged each month the account remains unpaid.
- 5.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.6 A deposit may be required.

6. QUOTATION

- 6.1 Where a quotation is given by Any Mazz Spares for Products:
 - 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
 - 6.1.3 Any Mazz Spares reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Products are required in addition to the quotation the Customer agrees to pay for the additional cost of such Products.

7. RISK

- 7.1 The Products remain at Any Mazz Spares's risk until delivery to the Customer.
- 7.2 Delivery of Products shall be deemed complete when Any Mazz Spares gives possession of the Products directly to the Customer or possession of the Products is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.
- 7.3 The time agreed for delivery shall not be an essential term of this contract.

8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 8.1 Title in any Products supplied by Any Mazz Spares passes to the Customer only when the Customer has made payment in full for all Products provided by Any Mazz Spares and of all other sums due to Any Mazz Spares by the Customer on any account whatsoever. Until all sums due to Any Mazz Spares by the Customer have been paid in full, Any Mazz Spares has a security interest in all Products.
- 8.2 If the Products are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Products shall remain with Any Mazz Spares until the Customer has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall be deemed to be assigned to Any Mazz Spares as security for the full satisfaction by the Customer of the full amount owing between Any Mazz Spares and Customer.
- 8.3 The Customer gives irrevocable authority to Any Mazz Spares to enter any premises occupied by the Customer or on which Products are situated at any reasonable time after default by the Customer or

before default if Any Mazz Spares believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. Any Mazz Spares shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Any Mazz Spares may either resell any repossessed Products and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and credit the Customer's account with the invoice value thereof less such sum as Any Mazz Spares reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

- 8.4 Where Products are retained by Any Mazz Spares pursuant to clause 8.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

- 8.5 The following shall constitute defaults by the Customer:

- 8.5.1 Non payment of any sum by the due date.
- 8.5.2 The Customer intimates that it will not pay any sum by the due date.
- 8.5.3 Any Products are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products.
- 8.5.4 Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to Any Mazz Spares remains unpaid.
- 8.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.
- 8.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 8.5.7 Any material adverse change in the financial position of the Customer.

- 8.6 If the Credit Repossession Act applies to any transaction between the Customer and Any Mazz Spares, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

9. SECURITY INTEREST FOR SERVICE PROVIDERS

- 9.1 The Customer gives Any Mazz Spares a security interest in all of the Customer's present and after-acquired Property that Any Mazz Spares has performed services on or to or in which goods or materials supplied or financed by Any Mazz Spares have been attached or incorporated.

10. DISPUTES AND RETURN OF GOODS

- 10.1 No claim relating to the Products will be considered unless made within fourteen (14) days of delivery.
- 10.2 No Products will be accepted for return without prior approval of Any Mazz Spares. Any Products considered for return must be in undamaged and in original condition and packaging.

11. LIABILITY

- 11.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Any Mazz Spares which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Any Mazz Spares, Any Mazz Spares's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 11.2 Except as otherwise provided by clause 11.1 Any Mazz Spares shall not be liable for:
 - 11.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products provided by Any Mazz Spares to the Customer; and
 - 11.2.2 The Customer shall indemnify Any Mazz Spares against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Any Mazz Spares or otherwise, brought by any person in connection with any matter, act, omission, or error by Any Mazz Spares its agents or employees in connection with the Products.

12. WARRANTY

- 12.1 Manufacturer's warranty applies where applicable.

13. CONSUMER GUARANTEES ACT

- 13.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Products from Any Mazz Spares for the purposes of a business in terms of section 2 and 43 of that Act.

14. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 14.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Any Mazz Spares agreeing to supply Products and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Any Mazz Spares the payment of any and all monies now or hereafter owed by the Customer to Any Mazz Spares and indemnify Any Mazz Spares against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

15. MISCELLANEOUS

- 15.1 Any Mazz Spares shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 15.2 Failure by Any Mazz Spares to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Any Mazz Spares has under this contract.
- 15.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.