9 Highbrook Drive, East Tamaki,
Po Box 58688 Botany Auckland 2163
Tel:09 954 9000

CARTER'S tyre service

Carters Tyre Service Limited - Credit Application Form

Applicant: Company ☐ Partnership ☐ Sole trader ☐ Individual ☐ Other /Affiliations……..……

Company, Partnership, Sole Trader, Other - details

Company Name: …….……..…….. Incorporation Number: …….……..…

Other Organisation Name:…….…….…….……...…

Trading Name (if different from above): …….…….....……..…....

Nature of Business: …….…….……Years in Business:…….

For Partnership , Sole Trader please insert Owner(s) / Director(s) / Partners name(s) in full)

Name: …….……..…….....……Name:……..…….……...

Address:……..……Address:…….....

Individual details

Christian Names : …….…… Surname : ……..… Date of Birth :……...

Drivers Licence number……..Version (5b on licence) : …….…..……Next of Kin……

Contact details

Postal Address : …….…….……Postal Code : …..…..……

Physical Address:……..……Postal Code:……....……

Name : ……..…….. Position : ……..……

Tel : …….……..…… Mob : …….…… Fax: …….....….. Email Address:……..……..…..

Accounts Payable Name : ……..……Email Address: …….……..…….

Trading References

1.Name : ……....…….…… Phone : ……..…..

2.Name : …….. Phone : …….…….……..

3.Name : ……..……..…..…….. Phone : …….…..……..

Your Estimated Monthly Tyre Spend: $……. Purchase Order Mandatory ☐ Yes ☐ No

Guarantee

In consideration of us supplying the Goods to the applicant at your request, you agree (jointly and severally where there is more than one guarantor) to unconditionally and irrevocably guarantee to us the due and punctual payment by the applicant of all monies owed by the applicant to us from time to time ('Guaranteed Indebtedness').
Where the applicant fails to pay the Guaranteed Indebtedness, each guarantor agrees to pay the Guaranteed Indebtedness immediately upon demand by us, irrespective of whether demand is first made upon the applicant.
You agree and acknowledge that as between us and yourselves that you are liable to us not solely as a surety, but also as principal debtor, and your liability will not be lost or reduced by anything (including but not limited to any action by us, or change in circumstance) that would at law would have the consequence of releasing a guarantor.
For the purposes of this guarantee, you authorise us to carry out credit checks and to obtain whatever information we consider necessary, and to release (at our discretion) these details including for credit references and debt collection purposes.

Signed……Signed……

Name……. Name ……

You hereby apply for a credit account with our Company.
You warrant the above particulars are true and correct to the best of your knowledge.
You have read and agree to bound by the Terms and conditions of trade (refer overleaf or attached) and the Guarantee above.
You understand that the goods supplied, remain our property until paid for .
You authorise us to collect information about you and to carry out credit checks in relation to this application and guarantee, and to release (at our discretion) these details including for credit references and debt collection purposes, or use such information for marketing purposes.
You certify that you are authorised by the applicant to make this application and bind it to our terms and conditions of trade (overleaf) and confirm you have read and understood those terms and conditions.

Signed as Applicant & Guarantor : ……..……

Name : ……..…..…….. Date:……

Office Use Only

Pricing Structure:……. Account Structure:……..… Date Opened:……..…

Terms and conditions of trade

1. DEFINITIONS

1.1: "us", "we" and "our" means Carters Tyre Services Limited or C. O. Tire & Retreading Co Limited or subsidiaries or trading divisions for the time being or any agents or employees thereof.
1.2: "you", "your" and "yourselves" means the applicant, customer, any person acting on behalf of and with the authority of the customer, any person purchasing Goods from us or any guarantor (where applicable).
1.3:"Goods" means all goods, chattels, and/or services provided by us to you and shall include without limitation the supply and installation of tyres and the retreading thereof and all charges for labour and work, hire charges insurance charges, or any fee or charge associated with the supply of goods by us to you.
1.4: "Price" shall mean the cost of the Goods as agreed between us and you subject to clause 4 of these terms and conditions, together with all charges for labour and work, hire charges insurance charges, or any fee or charge associated with the supply of Goods by us to you.

2. ACCEPTANCE

2.1: Any instructions received by us from you for the supply of Goods shall constitute acceptance of these terms and conditions contained and will exclude anything to the contrary submitted by you. These terms and conditions shall apply to future orders you make with us.

3. PRICE

3.1: All Prices are exclusive of goods and services tax ("**GST**"), freight costs, installation and any other applicable fares and duties and may be subject to increase due to exchange rate fluctuations and such items and increases are payable in addition to the price.
3.2: Where the Price is not stated in writing or agreed to the Goods shall be deemed to be sold at the current amount as such Goods are sold by us at the time of the contract.
3.3: The Price may be increased by the amount of any reasonable increase in the cost of supply of the Goods that is beyond the control of us between the date of the contract and delivery of the Goods.
3.4: All payments due to us must be made free and clear of any restriction or condition and in full, without any deduction or set-off (whether by counter-claim or otherwise).

4. PAYMENT

4.1: Payment of Goods shall be made in full on or before the 20th day of the month following the date of the invoice, or on receipt of delivery of Goods, whichever is the earlier (the due date),. We retain title in the Goods until payment is received from you for the Goods in full. Part payment for the Goods does not convey part title.
4.2: Interest shall be charged on any amount owing after the due date at the rate of 2.5% per month (calculated on a daily basis) and shall continue to accrue until payment is made in full.
4.3: All expenses disbursements and legal costs incurred by us in the enforcement of any rights contained in these terms and conditions shall be paid by you, including all legal costs on a solicitor-client basis, and debt collection agency fees.
4.4: Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

5. QUOTATION

5.1: Where a quotation is given by us for Goods.
5.1.1: The quotation shall be valid for 30 days from the date of issue, and
5.1.2: The quotation shall be exclusive of GST unless specifically stated to the contrary.

6. RISK AND DELIVERY

6.1: The Goods remain at our risk until their delivery to you.
6.2: Delivery of Goods shall be deemed complete when we give possession of the Goods for delivery to you or possession of the Goods is given to a common carrier, or other bailee for the purpose of transmission to you.
6.3: The time agreed for delivery shall not be an essential term of these terms and conditions unless you give written notice to us making time of the essence.
6.4: We reserve the right to deliver Goods to you by instalments and if we fail to deliver one or more instalments then you shall not have the right to repudiate the contract but shall have the right to claim compensation as a severable breach.
6. 5: You must keep the Goods at your premises until the Goods have been sold in the ordinary course of your business and you must keep the Goods separate from other goods or labelled in such a way so that the Goods are easily identifiable as belonging to us.

7. PERSONAL PROPERTY SECURITIES ACT

7.1: You acknowledge that this application is a security agreement as defined by the Personal Property Securities Act 1999 ("PPSA"). For the purposes of the PPSA **"Collateral"** includes all present and after acquired Goods supplied by us to you as inventory and their proceeds. You grant to us a security interest in all of the Collateral and you will not allow anyone else to register a finance statement over any of the Collateral without our prior written consent. You acknowledge that you have received value at the time of each delivery of the Goods to you and have not agreed to postpone the time for attachment of our security interest under the PPSA.
7.2: You will:
7.2.1: Sign any further documents and provide any further information which we may reasonably require to register a financing statement or a financing change statement on the Personal Property Securities Register in order to protect our security interest. You now irrevocably authorise us to take any such action on your behalf.
7.2.2: Give us at least 15 days prior written notice of any proposed change to your name; and
7.2.3: Immediately advise us of any material change in the way in which you sell the Goods that would result in a change of the nature of proceeds from the Goods.
7.2.4: You waive your right to receive a verification statement or any financing charge statement under the PPSA, You will inform any liquidator or any receiver of our business or assets of your right and title to the proceeds of the Goods.
7.3: This security agreement is a continuing security. It operates irrespective of any payment or settlement of account by you and until a release has been signed by us.
7.4: If the Goods have not been paid for in full by the due payment date or are "at risk" (as that term is defined in PPSA), we or our agent(s) may (in addition to our other rights but subject to the Credit (Repossession) Act 1997, to the extent that Act applies) enter your premises (or other premises to which we have access and where the Goods are stored or where we reasonably believe the Goods are stored) at any time, without notice, and search for and recover the Goods and may resell the Goods or retain the Goods for our own benefit without incurring any liability to you or any person claiming through you. You fully indemnify us and any of our agents for the purpose of this subclause. The permissions and authorities granted in this subclause are irrevocable.
7.5: You agree that nothing in sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA shall apply to these terms and conditions, and that your rights as debtor in sections 116, 120(2), 121, 127, 129 and 131 of the PPSA shall not apply to these terms and conditions.
7.6: We agree that you may sell the Collateral as inventory in the ordinary course of your business. Sales other than in the ordinary course of your business are a breach of this security agreement allowing us to accelerate payment of all outstanding money owned by you to us and repossess the Goods.
7.7: If we have to enforce our security interest you agree to pay all costs and fees of whatever description incurred by us in doing so including all legal costs on a solicitor-own client basis.

8. RETURN OF GOODS

8.1: You shall be deemed to have accepted the Goods, unless you notify us otherwise within 48 hours of delivery of the Goods to you.
8.2: If the Goods are not accepted according to clause 8.1 of these terms and conditions you shall pay for the delivery of the returned Goods to us whereby you shall be entitled to a credit for the purchase price of any such Goods.

9. WARRANTY AND LIABILITY

9.1: You agree that for the purposes of the Consumer Guarantees Act 1993 ("CGA"), unless specified otherwise, you are acquiring the Goods for the business purposes and that the CGA does not apply. If for any reason the CGA does apply we are not excluding or limiting your rights under the CGA.
9.2: You rely on your own knowledge, skill and judgement in relation to the use or suitability of the Goods for your purposes and all warranties, representations and undertakings whether contained in statute or implied by law or in any course of dealing or correspondence between us are expressly excluded to the fullest extent permitted unless expressly set out in these terms and conditions.
9.3: We will give you the benefit of any warranty on the Goods given by our suppliers or the manufacturer of the Goods.
9.4: In addition to 9.3, and at our sole discretion, we may replace the Goods or refund their purchase price to you.
9.5: The preceding warranties in 9.3 and 9.4 are the only warranties we give you in respect of the Goods.
9.6: We will accept no liability for any damages or losses (including loss of profits) arising as a consequence of any act, default or negligence on our part or of any of our employees, agents or contractors.
9.7: Insofar as we may be liable, notwithstanding clause 9.6, for any loss, damage or injury arising directly or indirectly from any defect in the Goods, our total liability defective whether in tort, contract or otherwise, will be limited to the lesser of the sale price of the Goods, or the cost of replacing the Goods.
9.8: We will not be liable in any event for any consequential, indirect or damage, loss or injury of any kind suffered by you.

10. GENERAL LIEN

10.1: You agree that we may exercise a general lien against any Goods or any property belonging to you that is in the possession of us for all sums outstanding under these terms and conditions and any other contract to which you and company are parties.
10.2: If the lien is not satisfied within 7 days of the due date we may having given notice of the lien at its option either.
10.2.1: Remove such Goods or property and store them in such a place and in such a manner as we shall think fit and proper and at the risk of expense of you or
10.2.2: Sell such Goods or property or part thereof upon such terms as we shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

11. CANCELLATION

11.1: We shall without any liability and without any prejudice to any other right in law or equity have the right by notice to suspend or cancel in whole or in part any contract for the supply of Goods to you if you fail to pay any money owing after the due date or you commit an act of bankruptcy as defined at sections 17 to 28 of the Insolvency Act 2006.
11.2: Any cancellation or suspension under clause 11.1 of these terms and conditions shall not affect our claim for money due at the time of cancellation or suspension or for damages for any breach of any of these terms and conditions or your obligations to us under these terms and conditions.

12. MISCELLANEOUS

12.1: You shall not assign all or any of your rights or obligations under these terms and conditions without our prior written consent.
12.2: We shall not be liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
12.3: Failure by us to enforce any of the terms and conditions contained in these terms and conditions shall not be deemed to be a waiver of any of the rights or obligations we have under these terms and conditions.
12.4: The law of New Zealand shall apply to these terms and conditions except expressly negated or varied by these terms and conditions.
12.5: Where these terms and conditions are at variance with any order or instruction from you, these terms and conditions shall prevail.
12.6: If any provision of these terms and conditions 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.
12.7: We shall not be liable to you for any delay for failure to perform our obligations due to a matter beyond our control.

Sign to acknowledge that you have read and understand the terms and conditions Signed_____