



# TRAIL EQUIP



## APPLICATION FOR CREDIT ACCOUNT

Company/Trading Name:			
Type of Business:		Length of Time Trading:	
Delivery Address:			Postcode:
Postal Address:			
Telephone No:		Mob:	Fax:
Email Address/es:			
Credit Limit Required:	\$		

### DIRECTORS: Full Name and Address of Director(s)/Partner(s)

Name:		Address:	
Name:		Address:	

### CONTACT PERSONNEL: Full Name and Position Held

Name:		Position:		Email:	
Name:		Position:		Email:	

### ACCOUNTS INFORMATION: Note - We email our Invoices and statements.

Name:		Position:	Accounts	Email:	
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### TRADE REFERENCES:

Business Name (Not utilities companies such as power etc)	Contact Person	Phone
1.		
2.		
3.		

We hereby authorise any person/company to provide Trailequip with such information as may be required to furnish this credit application. We understand that any information provided will be used in accordance with the Privacy Act 1993.

### Trailequip's Commitment:

That if any experience you have with our service is less than fantastic, you will call us immediately so we can make it right.

- No claims are recognised unless Trailequip are notified at time of pick-up/delivery.
- Any discrepancies in Accounts must be notified to Trailequip within 24 hours of receipt.
- Failure to comply with the "Terms & Conditions" may result in "terms" being amended or credit withdrawn without notice.

I/We \_\_\_\_\_ acknowledge and agree to the terms and conditions overleaf.

Signed Directors/Partners: \_\_\_\_\_ Date: \_\_\_\_\_

Signed:		Name:	
Signed:		Name:	

# Terms & Conditions



## 1. Definitions

- a) "Seller" shall mean Trailequip Ltd & its successors & assigns.
- b) "Buyer" shall mean the Buyer or any person acting on behalf of and with the authority of the Buyer.
- c) "Goods" means: brakes, couplings, springs, lighting, cabling, plugs, wheels, towbars, lock ball covers, and other towbar and trailer parts and accessories as supplied by the Seller to the Buyer.

## 2. Acceptance

- a) Any instructions received by the Seller from the Buyer for the supply of Goods and/or the Buyer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- b) Where more than one Buyer has entered into this agreement, the Buyers shall be jointly and severally liable for all payments of the price.
- c) Upon acceptance of these terms and conditions by the buyer the terms and conditions are irrevocable and may only be rescinded with the written consent of the Seller.

## 3. Price & Payment.

- a) Purchase price for any goods means the price of these goods as quoted by the Seller or the price contained in the sellers invoice for these goods.
- b) If the seller has granted credit to the Buyer the Buyer agrees to pay the purchase price on or before the 20<sup>th</sup> of the month following the date of the invoice unless alternative payment terms have been agreed by the Seller.
- c) Payment is deemed to have been completed when the Seller has received cleared funds into his bank account.
- d) The Seller may appropriate amounts received from the buyer in any manner it determines not withstanding any purported appropriation by the buyer.

## 4. Delivery & Risk

- a) Delivery of the goods shall be made to any address as specified by the Buyer.
- b) The Buyer shall make all arrangements to take delivery of the goods.
- c) Delivery of the goods to a carrier is deemed to be delivery of the goods to the buyer.
- d) Risk in the goods shall fall upon the Buyer from the time the Seller places the goods with a carrier.
- e) The Seller shall not be liable to the Buyer or any other party for any delay in the delivery of the goods.

## 5. Security Interest

- h) Ownership and risk in any goods supplied by the Company shall pass to the Purchaser on delivery, subject as hereinafter set out.
- i) The Purchaser hereby charges in favour of and grants a security interest to the Company in all of the Purchaser's right, title and interest in all goods supplied by the Company to the Purchaser and in the proceeds of sale thereof, as security for the payment by the Purchaser to the Company of:
  - the purchase price of such goods;
  - any other monies owing to the Company from time to time whether in relation to this agreement or any other agreement with the Company ("other indebtedness")
- j) Notwithstanding the security interest in the goods created by the Purchaser in favour of the Company, the Purchaser is authorised by the Company to sell the goods for full consideration in the ordinary course of business.

- a) Pursuant to section 109 of the Personal Properties Securities Act 1999 ("the Act") the Company may take possession of and sell the goods if the Purchaser is in default under this agreement, or if the goods are "at risk". In accordance with section 109 of the Act, goods are "at risk" if the Company has reasonable grounds to believe that the goods have been or will be destroyed, damaged, endangered, disassembled, removed, concealed or otherwise disposed of contrary to the provisions of this agreement.
- b) Any payments made to the Company by the Purchaser or on behalf of the Purchaser on an unspecified basis shall be deemed to be applied in the following order:

- to the Purchaser's other indebtedness;
- to payment of goods supplied by the Company which have been sold by the Purchaser;
- lastly, to the payment of goods supplied by the Company and which have not been sold by the Purchaser.

- c) The security interest in the goods created by this agreement extends to the proceeds of any dealing with the goods in accordance with the Act.
- d) The Purchaser will do such acts and provide such information as in the opinion of the Company (acting in its absolute discretion) may be necessary or desirable to enable the Company to perfect under the Act the security interest (as defined in the Act) created by this agreement as a first priority interest, with respect to the goods and any proceeds (as defined in the Act) of the sale of the goods.
- e) To the fullest extent permitted by the law, the Purchaser hereby waives any right it may have now or in the future to receive a copy of any verification statement or other confirmation related to the interest created or provided for, or perfected in the manner contemplated, by this agreement.
- f) The Purchaser acknowledges that the Company will register (and as appropriate register a renewal of) the security interest created by this agreement in the Personal Properties Securities Register established under the Act.
- g) The Purchaser will pay to the Company each cost, loss and expense (including legal expenses on the solicitor and own client basis) incurred or sustained by the Company as a result of any default by the Purchaser under this agreement or as a result of the Company having to exercise, protect or otherwise enforce its rights under this agreement, in each case on demand on a full indemnity basis.

## 6. Warranties

- a) The Seller provides a 21 day satisfaction guarantee and will refund or credit the purchase price provided the goods are returned in original condition and packaging within 21 days of delivery.
- b) The Seller warrants for 18 months the quality and performance of goods supplied but liability under such warranty shall be limited to the purchase price of the goods supplied or at the seller's option replacement of the goods.
- c) The Seller will not be liable if the goods are not installed or used as recommended by the manufacturer or the Seller.
- d) Goods in which claim is made shall be returned to the Seller within the stated time.

## 7. Default

- a) Interest may be charged on overdue accounts at a rate of 2.5% per month
- b) Directors/Partners are personally responsible for outstanding debt and liable for debt recovery costs if pursued

## 8. Alteration of Terms

The Seller may alter these terms at any time (including prices) and an alteration shall apply to the supply of any goods ordered by the Buyer after the date of notification of variation to the Buyer.

### OFFICE USE ONLY

### CUST CODE:

Application Received By: \_\_\_\_\_ Date: \_\_\_\_\_

References Checked and Recommendations:- \_\_\_\_\_

- 1: \_\_\_\_\_
- 2: \_\_\_\_\_
- 3: \_\_\_\_\_

Signed: \_\_\_\_\_ Credit Approved: Yes / No Credit Limit \$ \_\_\_\_\_

Approved By: \_\_\_\_\_ Date: \_\_\_\_\_