



**TEAM**

# TOTAL EQUIPMENT AND MACHINERY

Address: 4 Latham Court, Frankton, Hamilton. Postal Address: PO Box 28020, Rotoruna, Hamilton 3256.  
Phone: 07 847 8092 Fax: 07 847 8061

## APPLICATION FOR COMMERCIAL CREDIT

*(Please print full details and initial/date each page)*

Date: .....

The Customer: Legal Name: .....

Trading As: .....

Type of Business: (circle one)      Company      Partnership      Sole Trader      Other.....

Address of Registered/Principal Officer: .....

Postal Address: .....

Delivery Address: .....

Email Address(es): .....

Telephone:..... Fax:..... Mobile:.....

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**Who to Contact:**

Purchasing: ..... Telephone: .....

Accounts: ..... Telephone: .....

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Solicitors Name/Company: .....

Telephone: .....

Accountants Name/Company: .....

Telephone: .....

Number of years of Trading: .....

**Details of all Directors/Partners/Proprietors**

1. Full Name: .....

Residential Address: .....

Telephone: ..... Mobile: .....

Residence: Owned/Rented

2. Full Name: .....

Residential Address: .....

Telephone: ..... Mobile: .....

Residence: Owned/Rented

# TOTAL EQUIPMENT AND MACHINERY LTD

PO Box 28020, Rotorua, Hamilton 3256

## APPLICATION FOR COMMERCIAL CREDIT “

“The Customer” .....(include any Trading Name)

- a) Applies to Total Equipment and Machinery Ltd for credit in connection with purchases of Goods and Services from Total Equipment and Machinery Ltd on the terms set out in the Total Equipment and Machinery Ltd Terms and Conditions of Trade; and
- b) Agrees that all purchases of Goods and Services by the customer from Total Equipment and Machinery Ltd will be governed by the same Terms and conditions of trade; and
- c) States that all details given in this application for commercial credit form are true and correct; and
- d) I/We confirm that we have, prior to completing this application, read and accepted the Total Equipment and Machinery Ltd Terms and Conditions of Trade; and
- e) I/We accept in consideration of the granting of this application for commercial credit by Total Equipment and Machinery Ltd to the Customer that I/we will from the date hereof be **personally liable** for all of the obligations of the customer as outlined in the Terms and Conditions of Trade for any Goods and Services supplied by Total Equipment and Machinery Ltd to the Customer from this date notwithstanding that I/we may not have been personally involved in the ordering of such Goods by the Customer.

Required from all Directors/Partners/Proprietors:

- 1. Signature: ..... Name: ..... Date:.....
- 2. Signature: ..... Name: ..... Date:.....
- 3. Signature: ..... Name: ..... Date:.....

Signed in the presence of:

Signature: ..... Name: ..... Date:.....  
Residential Address: .....

### TRADE GOODS SUPPLY REFERENCES (from suppliers of Trade Goods on Credit only)

- 1. Business Name: .....  
Contact Person: .....  
Telephone: .....
- 2. Business Name: .....  
Contact Person: .....  
Telephone: .....
- 3. Business Name: .....  
Contact Person: .....  
Telephone: .....

**TOTAL EQUIPMENT AND MACHINERY LTD**

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**TERMS AND CONDITIONS OF TRADE**

- 1) Total Equipment and Machinery Ltd ("TEAM") supplies the Goods and Services herein to the Customer specified herein.
- 2) The Customer has read and accepts this contract and acknowledges that any right of cancellation, addition, deletion, amendment, waiver or variation of these Terms by TEAM will only be effective if given in writing by a TEAM authorised person. If TEAM waives any of these Terms, the waiver will not affect TEAM's rights under these Terms for any future purchases, unless otherwise stated.
- 3) Unless otherwise agreed in writing all freight, insurance, delivery and travel charges will be additional to any price quoted. Unless otherwise agreed in writing any quoted price may be altered prior to delivery of Goods to the Customer. TEAM may withdraw any quotation before it is accepted, and in any event any quotation will lapse 30 days after it is given without notice. GST will be payable by the Customer as an additional amount on all prices and charges.
- 4) The price for Goods will be either as quoted to the Customer in writing or, if no written quote is provided, pursuant to TEAM standard charges applying at the time.
- 5) The Customer shall pay all amounts for Goods supplied or invoiced on the 20<sup>th</sup> of the month following the date of any invoice issued by TEAM for such Goods ("the due date").
- 6) The Customer will pay late payment charges to TEAM on all monies unpaid by the due date and will pay all costs incurred by TEAM in recovery of any Goods or monies subsequent to default by the Customer. The rate of late payment charges shall be 18% per annum from the date of default being the due date or the date upon which any cost of recovery is incurred. Such late payment charges shall be calculated daily and compounded monthly from the date of default until payment in full shall be received. The charging of late payment charges does not imply the granting of any extension of credit.
- 7) (a) When the Customer is in default, any monies received by TEAM shall be applied firstly in payment of late payment charges due, secondly in payment of recovery costs and the residue applied in reduction of the original invoice debt.  
(b) If for any reason TEAM have to resell Goods ordered by the Customer the Customer shall pay and/or indemnify TEAM for all repossession, storage, resale (including any shortfalls including total loss sustained between the sale price to the Customer and the resale to a third party) and legal costs incurred and all costs of recovery as above.

**TEAM RIGHT OF CANCELLATION**

- 8) TEAM will have the right to cancel all or any part of any contract with the Customer, in addition to its other remedies, in the following circumstances: -  
If any amounts payable by the Customer to TEAM are overdue; or if the Customer becomes or is likely to become insolvent; or if a receiver and/or liquidator is appointed in respect of the assets of the Customer; or if the Customer no longer carries on business or threatens to cease carrying on business; or if any arrangement with the Customer's creditors is made or likely to be made.
- 9) The Customer may not cancel any order for Goods or Services or part of it without TEAM written notice. If the Customer does so, in addition to any other rights TEAM may have, TEAM may retain any deposit paid.

**DELIVERY**

- 10) If delivery is delayed for any reason, TEAM will not be liable to the Customer or any party for any loss sustained due to any such delay and TEAM reserves the right to cancel delivery of the Goods or such instalments thereof without prejudice to its rights to recover all sums owing to it in respect of deliveries already made although TEAM shall use its best endeavour to deliver in accordance with any time specified by the Customer.
- 11) If the Goods are ready for delivery on the date specified by the order of the Customer and the Customer does not take delivery when requested by TEAM to do so, TEAM will have the right to invoice the Customer for payment in accordance with Condition 5. Risk in the Goods shall pass from TEAM to the Customer the Goods are delivered.

**RISK AND TITLE**

- 12.1 Title in any Goods supplied by TEAM shall remain with TEAM until full payment for all monies owing by you ("the Customer") to us ("TEAM") have been made.
  - (a) You hold all Goods supplied as bailee for us and will deal with them as our agent for and on behalf of us (but you will not hold yourself out as our agent to any third party).
  - (b) You shall hold our Goods in a manner which ensures that they are able to be separately identified and you will not obscure or remove any label or brand name marking or other identification that we may have affixed to our Goods.
  - (c) If you resell the Goods supplied the proceeds of any resale will belong to us and you will keep the same in a separately identifiable account for which separate records are kept and all claims which you hold against third parties will be handed over to us.
  - (d) You irrevocably give us and our agents the right to enter your premises to remove any Goods for the purposes of resale or otherwise.
- 12.2 PPSA Security. You acknowledge and agree that:
  - (a) By consenting to these terms you grant a security interest to us in all Goods previously supplied by us to you (if any) and all after acquired Goods supplied by us to you (or to your account) any proceeds of sale of the Goods; and
  - (b) These terms shall apply notwithstanding anything, express or implied to the contrary contained in your purchase order.
- 12.3 Financing Statement. You undertake to:
  - (a) Sign any further documents and/or provide any further information (which information you warrant to be complete, accurate and up-to-date in all respects) which we may reasonably require to enable registration of a financing statement or financing change statement on the Personal Property Securities Register.
  - (b) Not register a financing change statement or a change demand in respect to the Goods (as those Terms are defined in the PPSA) without our prior written consent.
  - (c) The Customer waives its rights to receive a verification statement in respect of any financing statement or financing change statement registered by or on behalf of TEAM under the PPSA and agrees that as between TEAM and the purchaser the purchaser will have no rights under (or by reference to) sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA and where TEAM has rights in addition to those in part 9 of the PPSA, those rights shall continue to apply.
  - (d) Give us not less than 14 days prior written notice of any proposed change in your name and/or any other changes in your details (including but not limited to, changes in your address, facsimile number, trading name or business practice).
  - (e) The Customer shall pay and/or indemnify TEAM for all repossession, storage, resale (including any shortfalls including total loss sustained between the sale price to the Customer and the resale to a third party) and legal costs incurred and all costs of recover as above.
- 12.4 Until title passes the Customer shall be deemed to be the bailee of TEAM in respect of any Goods supplied by TEAM and will if required mark or keep the Goods in such a manner that indicates that they are owned by TEAM:
  - (a) While title to the Goods remains with TEAM it may have the right to enter any property occupied by the Customer without notice in order to inspect, find and remove the Goods; and
  - (b) The Customer shall pay and/or indemnify TEAM for all repossession, storage, resale (including any shortfalls including total loss sustained between the sale price to the Customer and the resale to a third party) and legal costs incorrect and all costs of recovery as above.
- 12.5 If the Customer sells the Goods while monies remain owing to TEAM the proceeds of such sale shall be held on trust for TEAM and immediately paid to TEAM to cover the amount outstanding.

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## CONSUMER GUARANTEES ACT 1993 – CONTRACTING OUT AND CUSTOMER RESPONSIBILITIES

- 13. TEAM warrants that the Goods will be free from defect in workmanship or materials (unless it shall specify otherwise as in the case of "seconds" which are hereby excluded from this warranty). TEAM in its discretion will either replace defective Goods or refund the cost thereof to the Customer if the claim is received within thirty (30) days of delivery of the Goods.
- 14. The provisions of the Consumer Guarantees Act 1993 will not apply to the contract for supply between the Customer and TEAM however the rights of a non-business Customer are not affected by any exclusion or limitation of liability in these Terms.
- 15. TEAM will not be liable to the Customer to replace Goods, pay refunds nor for any indirect special or consequential loss at all except as set out in these Terms.

## CUSTOMER'S RESPONSIBILITIES – DEFECTS AND REPAIRS

- 16. The Customer will clearly mark and notify any subsequent Purchaser of any defects in the Goods of which it is aware or are notified by TEAM or are apparent.
- 17. The Customer will notify any subsequent Purchaser of the Goods that there is no guarantee that repairs nor spare parts (including.....) will be available from TEAM.
- 18. The Customer will contract out of the provisions of the Consumer Guarantees Act 1993 on the same terms as set out herein if it is re-supplying the Goods to be used for the purposes of a business.
- 19. The Customer will comply with the provisions of the Consumer Guarantees Act 1993 and any other legal requirements.

## CUSTOMER'S INDEMNITY

- 20. The Customer will indemnify TEAM for the amount of any costs incurred as a result of any claim against it resulting from, or for which TEAM would have not been responsible but for, breach of these terms by the Customer.
- 21. That under the terms of the Privacy Act 1993, the Customer and any Guarantor (if relevant) authorise(s) TEAM to collect and hold personal information from any source TEAM considers appropriate to be used for the purposes of determining credit worthiness, for communicating promotional activities and product information by TEAM, for debt collection purposes, or for any other related purpose. The Customer authorises TEAM to disclose personal information held by TEAM for the purposes set out above to any other parties. The Customer understands that he/she/it has the right of access and may request correction of personal information held by TEAM about you (the customer).

## LIABILITY OF SIGNATORY AS GUARANTOR

- 22. In consideration of TEAM supplying the Customer the signatory for the Customer whether signing on their own behalf or as agent or employee hereby warrants that the customer will be able to pay the account relating to this order in full on the due date and further if the Customer defaults in making any payment by the due date the **signatory hereby accepts personal liability** for the payment of the amount then outstanding on such order(s) together with any other charges (referred to in clauses 6, 7(a) & 7(b) arising as a consequence of that default.

## DEFINED TERMS

- 23. *Goods* means all Goods supplied from time to time by TEAM to the Customer, provided that:
  - (a) Where the Goods supplied are your Inventory, then all references to Goods in these Terms shall, in respect of those Goods, be read as references to Inventory; and
  - (b) Where the Goods supplied are not Inventory then all references to Goods in these Terms shall, in respect of those Goods, mean the Goods described in any one or more of the relevant order form, packing slip or invoice (or its equivalent, whatever called) relating to the Goods, on the basis that each such order form, packing slip or invoice (or its equivalent) shall be deemed to be incorporated in, and form part of these Terms.
- 24. *Services* means Services supplied from time to time by TEAM to the Customer under a contract/agreement for, or in relation to, the performance of work (including work of a professional nature), whether with or without the supply of Goods.
- 25. *Inventory* has the meaning given to that in the PPSA.
- 26. *PPSA* means the Personal Property Securities Act 1990 as amended or substituted from time to time.
- 27. *Terms* means these terms and Conditions of Trade.
- 28. Unless the contract otherwise requires, words and phrases shall have the meanings given to them in, or by virtue of the PPSA.

I have read and agree to comply with all of the terms and conditions set out in this agreement.

Signed on behalf of customer: .....