



CREDIT APPLICATION FORM

Parts Connection Ltd
 55 Angle Street
 Onehunga 1061
 PH (09) 636 0088 (Admin only)
admin@partsconnection.co.nz
www.partsconnection.co.nz

PLEASE USE BLOCK LETTERS WHEN FILLING IN THIS FORM		(Please return all 3 pages)	
Customer Type (tick box) <input type="checkbox"/> Limited Company <input type="checkbox"/> Individual/Sole Trader <input type="checkbox"/> Partnership			
Legal Name:			
Trading Name:			
Company Registration Number:		Number of years Trading:	
Type of Business:			
Order Number Required: <input type="checkbox"/> YES <input type="checkbox"/> NO			
Business Address:			
Town/City:		Postcode:	
Phone :	Mobile:	Fax:	
Postal Address: (if different from physical)			
Town/City:		Postcode:	
Phone :	Mobile:	Fax:	
Accounts Contact Name:		Email:	
Parts/Sales Contact Name:		Email:	
DIRECTORS / PARTNERS / PROPRIETORS			
Full Name:			
Address:			
Date of Birth / /		Phone:	
Full Name:			
Address:			
Date of Birth / /		Phone:	
PLEASE PROVIDE TRADE REFERENCES BELOW			
(DO NOT INCLUDE Repco, Appco, BNT, Partsworld, Partmaster, Value Tyres)			
Company Name:		Phone:	
Address:			
Company Name:		Phone:	
Address:			
Company Name:		Phone:	
Address:			

SECTION B: PERSONAL GUARANTEE

In consideration for us agreeing to supply Goods and grant credit to the Purchaser, the director(s) or trustee(s) signing this Application for Credit undertake in their personal capacity to guarantee as principal debtors the payment of any money owed to us by the Purchaser, and indemnify us against non-payment by the Purchaser. The personal liability of a signatory to this Application for Credit does not limit or exclude the Purchaser's liability to us. The signatories and the Purchaser will be jointly and severally liable to us and for the payment of all sums due to us. The signatories acknowledge and agree that no indulgence, granting of time, variation, waiver or forbearance to sue by us shall in any way relieve the signatories from liability under this guarantee.

	Guarantor Details
Full Name of Guarantor(s):	
Date of Birth:	
Residential Address:	
Phone:	
Occupation:	
Signature:	

Witness (*must be completed by someone other than the above signatories*)

In the presence of (*full name of witness*):

Signature:	Occupation:
Address:	

We advise that you should take independent legal advice before signing this guarantee.

- I/We have read this warning and I/we do not wish to take independent legal advice
- I/We have taken independent legal advice before signing this guarantee

SECTION C: ACCEPTANCE

I/we certify that the above information is true and correct and that I/we have been authorised by the Purchaser to make this Application for Credit on its behalf. I/we confirm that no information has been withheld which you should be aware of in considering this application. I/we acknowledge that you may in the future close any credit account held by the Purchaser if any information provided in this application is false or incomplete.

In accordance with the Privacy Act 1993 I/we authorise any person or company to give information as may be required by you in response to credit inquiries regarding the Purchaser or the signatories to this Application for Credit. I/we accept that you may obtain, use and disclose any such information for credit assessment and debt collection.

I/we have read and understand the General Terms and Conditions of Trade ("Terms") attached which form part of, and are to be read in conjunction with, this Application for Credit and I/we agree on behalf of the Purchaser to be bound by those Terms. I/we acknowledge that all orders made by us to you for the supply of goods will be subject to those Terms.

For the purposes of section 14 of the Credit Contracts and Consumer Finance Act 2003, I/we declare that the credit account which the Purchaser is applying for is to be used primarily for business purposes and I/we have read and understand this declaration and the purpose for which it is given.

MUST BE SIGNED	Signatory One	Signatory Two
Signature:		
Please print name:		
Title / Position:		
Date:		

THE PARTS CONNECTION
GENERAL TERMS AND CONDITIONS OF TRADE

1. DEFINITIONS

"Goods" means any goods manufactured and/or supplied or provided by us to you and includes without limitation any related or associated services, fees or charges from us to you.

"GST" means goods and services tax as defined in the Goods and Services Tax Act 1985.

"Terms" means these Terms and Conditions of Trade.

"we", "us", "our" means The Parts Connection Limited ("Parts Connection"), its shareholders and entities which are licenced to use the trade mark "The Parts Connection" and their respective related companies, agents, successors or assigns.

"you" and "your" means the person or entity acquiring Goods from us.

2. ACCEPTANCE

2.1 Any order made by you with us for the supply of Goods will be subject to these Terms. All other terms and conditions are expressly excluded unless otherwise agreed in writing.

2.2 All orders for Goods are to be made in accordance with our ordering procedure, as notified by us to you from time to time.

2.3 A binding contract is deemed to be formed between us and you when we notify you of our acceptance of your order. You cannot cancel your order once it has been accepted by us.

2.4 We may terminate these Terms and/or any other agreement between us immediately if you: (a) do not make payment of any amounts due to us on or before the due date for payment; (b) indicate to us that you will not pay any sums by the due date; (c) fail to comply with your obligations under these Terms; or (d) suffer an insolvency event.

3. PRICE

3.1 The price of the Goods will be as quoted by us or in the absence of a quote, the price will be as specified in our price list as at the date of delivery of the Goods. Prices are subject to change without notice.

3.2 All prices are exclusive of GST and any other taxes or duties which may be applicable. All costs associated with delivery including but not limited to carriage and freight will be payable by you in addition to the price.

3.3 Any deposit required by us will be paid immediately by you upon making the order and, unless otherwise specified on the deposit terms, is non-refundable.

4. PAYMENT

4.1 Full payment will be required on the 20th of the month following the date of delivery. The method of payment will be as directed by us.

4.2 You must pay all amounts owing to us without set off or deduction.

4.3 Without prejudice to our other rights and remedies under these Terms or at law if you fail to make payment of any amount due to us:

- (a) we may refuse to supply the Goods to you;
- (b) charge interest on the amount owing at the rate of 1.5% per month or part month from the due date for payment until payment is received in full (both prior to and following any judgment obtained);
- (c) any rebates or discounts may be cancelled (whether or not previously credited); and
- (d) recover and/or resell any of the Goods and enter any premises where we believe the Goods are stored and you grant us an irrevocable right and authority to do so. We may take possession of or sell the Goods even if we do not have priority over other persons having a security interest in the Goods and sections 108, 109 and 120 of the Personal Property Securities Act 1999 ("PPSA") do not apply to the extent that they are inconsistent with this clause.

4.4 Any expenses, disbursements and legal costs incurred by us in the enforcement of any rights contained in these Terms will be paid by you, including our reasonable solicitor's fees or debt collection agency fees.

4.5 You acknowledge that we continue to supply you on the condition that all payments received by us from you are made at a time when you are able to pay your debts as they become due from your own money. You further acknowledge that you will not make any payments to us with a view to giving us a preference over any of your other creditors.

5. DELIVERY

5.1 Delivery of the Goods will be made by us to the place and by the method specified by you in the order.

5.2 The risk of any loss, damage or deterioration of or to the Goods will pass to you at the earlier of delivery to you or delivery to your agent or carrier for the purposes of transmission to you.

5.3 Delivery dates given by us for delivery of the Goods are given in good faith but are an estimate only and are not to be treated as a condition of our contract with you. If delivery is delayed for any reason we will not be liable for any costs, losses, damages or claims in relation to that delay in supply. If we are unable to supply the Goods as agreed solely due to any action or inaction of yours then we will be entitled to charge a reasonable fee for re-supplying the Goods at a later time and date.

5.4 We may make delivery of Goods by instalments and may cancel delivery of the Goods or any instalments of the Goods without limiting our rights to

recover all money you owe us for deliveries already made as at the date of cancellation.

5.5 We will not accept any claim, or be liable to you for discrepancy in orders of Goods supplied by us unless:

- (a) you advise us by email or telephone within 24 hours of delivery and return the Goods to us within seven days of delivery;
- (b) the returned Goods are fully assembled and in the same condition and packaging in which they were dispatched; and
- (c) the Goods are returned freight paid with the original invoice attached.

If you do not comply with the requirements in this clause, you will be deemed to have accepted the Goods and we will not incur any liability whatsoever to you in relation to the Goods.

6. RETENTION OF TITLE AND PPSA

6.1 We will retain ownership of and title to all Goods until payment has been made by you in full. In the meantime you will ensure that all Goods are stored in a way that clearly identifies the Goods as our property.

6.2 You acknowledge that until full payment is made for the Goods you retain possession of them solely as our bailee. You will hold the proceeds of sale of all Goods that have not yet been paid for in trust for us.

6.3 You agree that we, our agents or employees (on written notice) may enter onto any premises under your ownership or control for the purpose of inspecting and/or repossessing any Goods not paid for in full.

6.4 You hereby grant us a security interest over the Goods to secure your obligations to us under these Terms. You acknowledge that these Terms constitutes a security agreement for the purposes of the PPSA or any other similar laws in any jurisdiction other than New Zealand, and you will provide us with any information we require to register a financing statement pursuant to the PPSA. You waive any right to receive a copy of the verification statement pursuant to s148 of the PPSA.

7. LIABILITY

7.1 You agree that you are buying the Goods for the purposes of a business and therefore, as between you and us, to the extent permitted by law, the Consumer Guarantees Act 1993 will not apply to the supply of Goods from us to you. You agree that this clause is fair and reasonable in the context of these Terms.

7.2 To the extent permitted by law, in no event shall we be liable to you under or in connection with these Terms and/ or the supply of the Goods (whether in contract, tort or otherwise) for consequential losses or damages, indirect loss or any economic loss or loss or profits.

7.3 To the extent that our liability is not otherwise limited or excluded, and to the fullest extent permitted by law, our aggregate liability to you whether in tort, contract or otherwise for any loss, damage or injury in relation to the Goods is limited to the price paid by you for the Goods in respect of which the claims or claims are made.

7.4 To the fullest extent permissible by law all warranties, conditions or other terms implied by law are excluded. These Terms constitute the sole understanding of the parties in relation to its subject matter and supersede all prior understandings, written or oral, which will be of no further force or effect.

7.5 The parties agree that the Goods are being supplied by us, and acquired by you, in trade and that sections 9, 12A and 13 of the Fair Trading Act 1986 will not apply between the parties, and that it is fair and reasonable to exclude their application..

8. MISCELLANEOUS

8.1 You agree that the rights and benefits conferred upon Parts Connection by these Terms shall extend to its shareholders and any entities which is licenced to use the trade mark "The Parts Connection". For the purposes of section 4 of the Contracts (Privacy) Act 1982 your promises to Parts Connection under these Terms constitute an enforceable obligation at the suit of each shareholder of Parts Connection and each entity which is licenced to use the trade mark "The Parts Connection" and are therefore enforceable by any and all of them.

8.2 We may vary these Terms by putting the varied terms on The Parts Connection website (www.partsconnection.co.nz). Goods ordered after the date of the publication of the varied terms will be subject to the variation and the placing of the order shall be deemed to be an acceptance of such varied Terms.

8.3 You must not assign or transfer all or any part of your rights or obligations under these Terms without our prior written consent. We may assign any rights or obligations without your approval as well as subcontract any obligations to third parties.

8.4 We will not be in breach of any of our obligations to you under these Terms because of any failure on our part directly or indirectly due to a cause beyond our reasonable control.

8.5 The illegality, invalidity or unenforceability of any provision of these Terms will not affect the legality, validity or enforceability of another provision.

8.6 No waiver of any provision of these Terms will serve as a waiver of any other provision of these Terms and we will not have waived or be deemed to have waived any provision of these Terms unless such waiver is in writing and executed by us. **ENDS**