

NAME OF CREDIT CUSTOMER (Note: Fill out either Section A if you, the customer, are an individual or individuals or Section B if you, the customer, are an organisation (e.g. company/trust/partnership))			
A. Individual/s: (Please insert your full name/s, as appears on your birth certificate and driver's licence)			
First Name	Middle Name/s	Surname	Date of Birth
B. Organisation: Please insert your full name, as follows: • If your organisation is a company, insert your name as appears on the Companies Register; • If your organisation is a trust, insert the name of the trust as appears in the Trust Deed; • If your organisation is a partnership, insert the name as appears in your Partnership Agreement, or if no such agreement, the trading name of the partnership.			
Name	Incorporation Number (if a company)	Type of Organisation	

OUR PREFERRED METHOD OF SENDING INVOICES IS BY EMAIL. PLEASE LET US KNOW IF YOU PREFER TO HAVE YOUR INVOICES POSTED TO YOU.

CUSTOMER CONTACT DETAILS	
Physical Address	Email Address
Phone Number	Fax Number
Mobile Number	

Trading as: _____

Postal Address (If different from physical address above): _____

Site Address (If different from physical address above): _____

Sole Trader / Partnership / Company / Trust (Circle which is applicable)

Account contact person: _____

Credit References:

1. Name: _____ Phone Number: _____
 2. Name: _____ Phone Number: _____
 3. Name: _____ Phone Number: _____

Full names and Private Addresses Of Owner/Partners/Directors:

1. Name: _____ Address: _____ Ph Number: _____
 2. Name: _____ Address: _____ Ph Number: _____
 3. Name: _____ Address: _____ Ph Number: _____

DATED this _____ day of _____ 20____

- By signing this document the Customer agrees to be bound by the attached Terms and Conditions of Trade.
- If the Customer is a Company, all directors of the Company must execute the attached guarantee.
- The Customer authorises Seat Warehouse to contact the persons referred to above as Credit References and those persons may release information regarding your credit history.

SIGNED BY THE CUSTOMER:

Signature of authorised signatory

Signature of authorised signatory

Full Name of authorised signatory

Full Name of authorised signatory

TERMS AND CONDITIONS OF TRADE

1. Price: The prices specified for the goods or services are based on the date of contracting or quoting (as applicable). Any quotation we give may be withdrawn at any time, and will become null and void if not accepted by you in writing within 30 days of the date of quotation. Prices quoted are based on rates applicable on the date of quotation. We reserve the right to pass on any increase in rates incurred by us between the date of quotation and time of delivery (including any increase arising as a result of any currency fluctuations). Generally, we will quote prices exclusive of GST. Unless the price specifies that GST is included, you must pay GST in addition to the purchase price.

2. Payment: Generally, the price shall be payable in full on the 20th day of the month following the month of invoicing. However, we may in our absolute discretion require payment of a deposit or that the price be paid wholly or partly in advance. All payments must be made in full without any set-off or deduction. We may suspend any credit and require you to pay all outstanding amounts in full. We may elect not to sell or deliver goods or provide services to you if payment is not received in accordance with our requirements.

3. Default: If your account is overdue, default interest will be payable at our discretion at the rate of 2% per month (or part month) on any amount due and unpaid. You acknowledge that payment of default interest is without prejudice to our other rights and remedies. If we take action to recover any amount due from you, or to otherwise protect our interests in relation to money owed to us, you agree to pay our costs (including solicitor/client and debt collection costs). Such costs and expenses shall bear interest at the rate specified in this clause.

4. Ownership of Goods: Prior to you paying in full for all goods supplied by us to you, ownership in any such goods will remain with us. If you fail to pay on the due date, or otherwise breach these terms, you authorise us to enter any premises to recover goods owned by us, even if the relevant goods have been built in to another machine/equipment or become permanently attached. You indemnify us for any losses or costs we incur in recovering such goods. If the premises and/or machine/equipment are those of a third party, we may enter and recover the goods and we shall do so as your agent. We will be entitled to sell any goods held by us and apply the proceeds towards amounts owed by to us. If you on-sell any goods supplied by us before ownership has passed to you, the proceeds of such sale shall be held by you in trust for both you and us. Our interest as beneficiary under that trust shall extend to the amount owed by you to us.

5. Security Interest: You agree that, for the purposes of the Personal Property Securities Act 1999 ("the PPSA"), we have a purchase money security interest in the goods supplied to you (as detailed in each invoice supplied to you) as well as the proceeds of such goods until such goods have been paid for in full. We may allocate any payment you make to us in satisfaction of any debt you owe to us from time to time as we see fit. You agree to sign any documents required for us to perfect our security interest under the PPSA and authorise us to sign any such documents as your attorney.

6. Contracting out of the PPSA: To the extent permitted under the PPSA you agree to waive your rights as debtor. In particular, but without limitation, you agree to waive your right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to any security interest we may have in goods supplied to you from time to time.

7. Risk: Risk in respect of any goods supplied to you by us will pass to you upon dispatch of the goods from our premises.

8. Delivery/Collection: Delivery costs will be as agreed or, if not agreed, a reasonable charge determined by us. If we agree a delivery or collection time with you, and you fail to accept delivery of complete collection (as applicable) at that time, we may charge you for reasonable storage and additional delivery charges. You will be deemed to have accepted a good delivered to you unless you object in writing within 14 days of delivery.

9. Installation: We are not responsible for installation unless we agree in writing. If we agree to install a good, the cost of installation shall be as agreed in writing or, if not agreed, a reasonable charge as specified by us. Where we agree to install a good, we reserve the right to charge additional fees for any modifications required during installation.

10. Standard of work: We will use reasonable care in providing our services and will endeavour to provide our services in accordance with industry standards. All warranties implied by customary practice, at law or under statute are excluded to the extent legally permitted. If you on-sell goods supplied by us, you must not make any warranty inconsistent with these terms.

11. Matters beyond our control: While we take care in the selection of materials and suppliers, we are not responsible for any defect, failure or delay resulting from the provision of goods or services by, or the acts or omissions of, any third party. Further we are not liable for any defect, failure or delay in providing services, or for any loss, damage or deterioration of any goods, where the same arises due to a cause beyond our reasonable control. We shall cease to have any responsibility for a good if you modify or rework the good after delivery or if you cause any damage to the good during installation or during use of the good.

12. Extent of liability: Our liability in relation to goods supplied or services provided is limited to direct loss caused by our breach of these terms up to a maximum of 20% of the contract value of the goods supplied or services provided. We shall not otherwise be responsible for any cost, loss, damage or claim arising directly or indirectly in relation to goods supplied or services provided by us, whether arising in contract, tort (including negligence) or otherwise. Without limiting the foregoing, we will not be responsible for any indirect, consequential or special loss, loss of profits or economic loss. All warranties implied by customary practice, at law or under statute are excluded to the extent legally permitted.

13. Consumer Guarantees Act 1993 ("CGA"): You are a commercial customer if you acquire goods or services from us for business purposes. If you are a commercial customer then you agree that the CGA does not apply in respect of the goods and services supplied to you. If you are a commercial customer and you on-sell any goods supplied by us to a person acquiring them for business purposes, it must be a term of your contract with your subsequent customer that the CGA does not apply in respect of those goods. You indemnify us for any damage or loss suffered as a result of your failure to comply with this clause. Notwithstanding any express provision in these Terms and Conditions of Trade, nothing in these Terms and Conditions of Trade is intended to have the effect of contracting out of the provisions of this CGA except to the extent permitted by the CGA.

14. Disputes: If a dispute arises between the parties, the party that considers a dispute has arisen shall notify the other party. The parties shall then hold negotiations in good faith with a view to resolving the dispute. Either party may request that the dispute be mediated using a neutral mediator. If the parties are unable to resolve their dispute within 7 days, either party may require the dispute to be submitted to the arbitration of a single arbitrator (agreed between the parties or nominated by the President of the Waikato/Bay of Plenty Law Society in the absence of agreement). The arbitration shall take place in Tauranga in accordance with the Arbitration Act 1996.

15. No Waiver: No delay or failure by us to act or insist on any right shall be regarded as a waiver and every right remains enforceable and may be exercised by us at any time.

16. Returns: You agree that goods procured from outside New Zealand are not returnable. You agree that goods procured from within New Zealand may only be returned and accepted for credit upon the approval of the party that supplied such good to us.

17. Goods: The term "goods", as used in these terms and conditions, means all earthmoving equipment and earthmoving equipment parts, components and attachments, quarry equipment and quarry equipment parts, components and attachments, light, medium and heavy truck and trailer parts and components, automotive, marine and industrial engines, all engine parts and components, workshop tools and consumables, marine components and accessories and all associated goods and products supplied by us to you from time to time, together with the proceeds of such goods.

18. New Zealand Law: You acknowledge and agree that these terms of trade are, and will at all times, be governed by the laws of New Zealand and subject to the non-exclusive jurisdiction of the New Zealand courts.