

FASTTRACK AUTOMOTIVE
COMPLIANCE 2006 LIMITED
T/A 360 AUTO PARTS
CREDIT APPLICATION



Level 2/347 Parnell Road,
Parnell, Auckland

TEL: 0800 360 2886
INFO@360AUTOPARTS.CO.NZ

Customer Full Legal Name		Date	(DD/MM/YYYY)
Trading Name	(If different from above)		
Customer Type	<input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Sole Trader <input type="checkbox"/> Other()		
Delivery/ Physical Address	Post Code:		
Postal Address	(If different from above)		

	Customer	Purchases	Accounts
Contact Name			
Telephone No.			
Email			
Mobile			

	Bank	Lawyer	Accountant
Organization Name			
Branch		----	----
Telephone No.	-----		

Director's/ Proprietor's/ Partner's Details

	Director #1	Director #2
Full Name		
Residential Address		
Telephone No.		
Date of Birth		
Drivers license No.		

Trading References

	Reference #1	Reference #2
Organization Name		
Contact Name		
Telephone No.		

The Customer hereby applies to open an account with 360 Auto Parts. The Customer acknowledges that 360 Auto Parts' Terms of Trade shall apply at all times to all dealings between 360 Auto Parts and the Customer. The Customer and the Signatory warrant to 360 Auto Parts that the information contained in this Application for Credit (or otherwise provided by the Customer to 360 Auto Parts) is true and correct.

The Signatory confirms that he or she has authority to bind the Customer for the purposes of this Application for Credit and has read and understood 360 Auto Parts' Terms of Trade.

The Guarantor confirms that he or she has read and understood 360 Auto Parts' Terms of Trade. The Guarantor agrees to personally guarantee to 360 Auto Parts the obligations of the Customer contained in this Application for Credit on the terms described in 360 Auto Parts' Terms of Trade.

	Signed by the Customer		Signed by the Guarantor(s)
Full name of Signatory		Full name of Signatory	
Position of Signatory		Position of Signatory	
Date	(DD/MM/YYYY)	Date	(DD/MM/YYYY)
Signature		Signature	

TERMS OF TRADE

1. **Agreement:** This Application for Credit and these Terms of Trade are the entire Agreement between Fasttrack Automotive Compliance 2006 Limited (**T/A 360 Auto Parts**), the customer (**Customer**), and the guarantors (if any) (**Guarantors**) for the supply of Goods (**Goods**) or equipment (**Equipment**) to the Customer (**Agreement**). All other express or implied terms and conditions do not form part of this Agreement. This Agreement applies to every purchase of Goods made by or on behalf of the Customer and the supply of Equipment to the Customer.
2. **Price:** The price of the Goods will be as advised in writing by 360 Auto Parts from time to time. 360 Auto Parts reserves the right to alter the price of the Goods at any time. The price for the Goods shall be the price as at the time the Customer places its order for the Goods.
3. **Payment:** The Customer must pay the price of the Goods, together with any associated delivery or other charges and GST, to 360 Auto Parts by the 20th day of the month following the date of invoice for those Goods. All payments are to be made in full without any deduction or set-off. All overdue accounts are to bear interest at 360 Auto Parts' sole discretion. If charged, interest is payable at the rate of 2% per month calculated on a daily basis from the due date until the time of actual payment but without prejudice to 360 Auto Parts' other rights and remedies in respect of any default. 360 Auto Parts may suspend delivery of Goods while the Customer is default. The Customer is to pay to 360 Auto Parts any expenses, disbursements and legal costs incurred by 360 Auto Parts in the enforcement of any rights contained in this Agreement, including any reasonable solicitor's fees or debt collection agency fees.
4. **Credit Limit:** 360 Auto Parts may impose a credit limit on the Customer's account and may change that credit limit from time to time without prior notice.
5. **Orders:** On placing an order the Customer will be deemed to have accepted these terms and conditions. All orders from the Customer are to be made in writing and will be confirmed in writing by 360 Auto Parts.
6. **Delivery:** Delivery will be made to the Customer's delivery address as previously agreed by the parties. 360 Auto Parts is not liable for any direct or indirect consequences of delay in delivery. Any time for delivery given by 360 Auto Parts shall be approximate only and will not be an essential term of this Agreement. The Customer will do all things necessary to enable the quick delivery of the Goods including providing access to the Customer's premises between the hours of 9am to 5pm, Monday to Saturday. Unless the parties otherwise agree, the cost of delivery is to be met by the Customer.
7. **Risk:** All risk of loss of, or damage to, the Goods passes to the Customer on delivery of the Goods to the Customer. The Customer shall keep the Goods insured until payment has been provided to 360 Auto Parts.
8. **Returns:** Once the Customer has accepted delivery of the Goods, no returns to 360 Auto Parts will be accepted.
9. **Faulty Goods:** If the Customer believes that it has been supplied with faulty Goods then the Customer must advise 360 Auto Parts within 14 days of the fault being identified. 360 Auto Parts will then collect the Goods or arrange for its collection from the Customer and will assess the Goods and determine whether they are faulty. If in the opinion of 360 Auto Parts or its agent the Goods returned are faulty Goods then 360 Auto Parts will at its option replace the faulty Goods or pay or credit compensation to the Customer or its account an amount not exceeding the purchase price of the Goods.
10. **Limitation of Liability:** Except as provided in this Agreement, 360 Auto Parts is not to be liable in any way (including liability for negligence or otherwise in tort or in equity) to the Customer or to any person in connection with the Goods supplied or not supplied or the exercise of 360 Auto Parts' rights under this Agreement. In particular, but without limitation, 360 Auto Parts (and its agents) will not be liable for any loss of income, profits, savings or goodwill or for any indirect or consequential loss or damages. 360 Auto Parts is not liable for delay or failure to perform its obligations under this Agreement if the cause of that delay is beyond its control. In the event that 360 Auto Parts is found liable, its liability will not exceed the value of the Goods complained of.
11. **Equipment:** 360 Auto Parts may provide Equipment for the Customer's use in conjunction with the Goods during the term of this Agreement. The Customer's only right to the Equipment is the right to use it only in conjunction with the Goods for the purposes of this Agreement and the Customer holds the Equipment as bailee only unless otherwise agreed in writing with 360 Auto Parts. The Customer must ensure that the Equipment is maintained in good order and repair at all times and the Customer will be liable to 360 Auto Parts for any loss or damage to the Equipment or any other loss caused to 360 Auto Parts as a result of the Customer's use or negligent treatment of the Equipment.
12. **Retention of Title and Security Interest:** 360 Auto Parts retains all property, title or ownership in any Goods or Equipment supplied to the Customer until payment is made in full for those Goods and the Equipment is returned. Until ownership has passed to the Customer, the Customer will store the Goods in the Equipment so that they are clearly identified as the property of the 360 Auto Parts. The Customer grants to 360 Auto Parts a purchase money security interest in all Goods supplied, and a security interest in all Equipment supplied, either to enable the Customer to acquire rights to the Goods or to secure all obligations of the Customer under this Agreement. The Customer agrees at its own cost to take all steps necessary and to provide 360 Auto Parts with all information necessary to register, maintain and if necessary enforce a financing statement over the Goods or Equipment or their proceeds and will advise 360 Auto Parts immediately in writing of any changes to its name or other relevant information. The Customer waives any right to receive a copy of the verification statement of any financing statement. 360 Auto Parts may require the Customer to pay all reasonable costs, including legal costs, associated with the discharge or amendment of any financing statement registered by 360 Auto Parts, whether or not the change was initiated by the Customer.
13. **Vendor Warranties:** For the purposes of section 43 of the Consumer Guarantees Act 1993 (**CGA**) and section 5D of the Fair Trading Act 1986 (**FTA**), the parties agree that the Goods are being supplied and acquired in trade and so the CGA and sections 9, 12A, 13 and 14(1) of the FTA have been contracted out of to the extent permitted by law and shall not apply to the supply of the Goods. The warranties and any liability implied under the Sale of Goods Act 1908 (**SGA**) are expressly excluded under section 56 of the SGA.
14. **Assignment:** Neither the Customer nor the Guarantors may transfer any right or benefit under this Agreement. 360 Auto Parts may transfer its rights and obligations under this Agreement including the right to exercise its security interests, recover unpaid Goods and Equipments from the Customer's premises and collect outstanding payments from the Customer.
15. **Termination:** Either party may terminate this Agreement at any time and for any reason by giving the other party notice of that intention in writing. Upon termination of the Agreement, all indebtedness of the Customer to 360 Auto Parts is immediately due and payable and the Customer is to return (or allow collection of) all property including the Equipment belonging to the 360 Auto Parts.
16. **Information:** The Customer irrevocably authorises 360 Auto Parts to obtain from or to provide to any third party any information about the Customer as may be required by 360 Auto Parts in connection with its lawful commercial purposes including, without limitation, in determining whether to extend credit to the Customer.
17. **Guarantee:** In consideration of 360 Auto Parts supplying the Goods to the Customer, the Guarantor jointly and severally, irrevocably and unconditionally guarantee the punctual payment of all amounts payable by the Customer to 360 Auto Parts and the punctual performance of all the Customer's obligations to 360 Auto Parts. The Guarantors acknowledge that they have been advised to obtain independent legal advice prior to signing this Agreement and have been given a reasonable time to do so.
18. **Notices:** Every notice given under the terms of this Agreement will be sufficiently given if delivered personally, posted, emailed, or faxed to the intended recipient at his/her/its last known email address, or facsimile number, or residential address or to the last known email address or facsimile number of that business, or to the last known email address.
19. **Miscellaneous:** 360 Auto Parts may in its absolute discretion change this Agreement at any time by sending at least 30 days' notice in writing of the change to the Customer's last known address. 360 Auto Parts shall not be deemed to have waived any right to do anything unless that waiver is in writing and signed by an authorised manager of 360 Auto Parts. The illegality, in-validity or unenforceability of any term of this Agreement is not to affect the legality, validity or enforceability of any other term. To the best of the Customer's knowledge and information, the Customer confirms that none of the Goods or Equipment supplied under the Agreement is used, either directly or indirectly, to benefit any known criminal or criminal organisations, or for their criminal purposes. Any electronic copy of this Agreement may be relied upon by the other party as though it were an original copy.