533 Halswell Junction Road
P.O. Box 16-325, Hornby, 8042, Christchurch,
New Zealand

03 349 8738
0800 848 267
TDXLTD.CO.NZ

TDX World-class experience. Local know-how.

Applying for Credit with TDX Ltd

Please make sure you have filled in all fields and completed requirements below on the Credit Application Form to ensure we can open your account without delay.

- You must provide three trade references with correct contact details.
- Please initial all three pages of the credit application after reading the Terms & Condition of Trade.

Any forms without all fields filled in or initialled will be returned for completion

One completed please email to:

Scan and Email: debtors@tdxltd.co.nz

Post: TDX Ltd
PO Box 16325
Christchurch
8042

If you have any queries when filing this form out please contact Credit Control via the above email or phone 03 349 8738.

Thank you

Claire Waghorn

Accounts Receivable

CREDIT APPLICATION FORM & PERSONAL GUARANTEE

ENTITY DETAILS:
APPLICANT'S FULL NAME: ______________________________ "the customer")

(Please tick) ☐ Individual ☐ Partnership ☐ Ltd Company Other (please state) ____________

Trading as: ____________________ Postal Address: ____________________
Physical Address: ____________________ Town/City: ____________________

Nature of Business: ____________________ Years in Business: ____________________

Accounts Telephone: ____________________ Mobile Number: ____________________

Accounts Contact Name & Position: ____________________ Email: ____________________

Purchasing Name: ____________________ Telephone Number: ____________________

Purchase Order No. Required: Yes / NO (Invoices & statements will be emailed)

Have you been/or are you an employee of TransDiesel/TDX or related to an employee of TransDiesel/TDX?
Yes ☐ No ☐

OWNERSHIP please state Owner(s) / Director(s) in full (If more than 2, please list on reverse of form)

Full Name: ____________________ Address: ____________________

Phone: ____________________ DOB: ____________________

Full Name: ____________________ Address: ____________________

Phone: ____________________ DOB: ____________________

IF LIMITED LIABILITY COMPANY – Address of Registered Office: ____________________

Company No: ____________ Date of Incorporation: ____________ Shareholders Funds: ____________

Financial & Professional Advisers

Name of Accountant: ____________________ Contact Details: ____________________

Name of Solicitor: ____________________ Contact Details: ____________________

Bank Name: ____________________ Bank Branch: ____________________

Trade Credit References: (Not Banks, Oil Companies or Utilities)

Please state name, town and telephone numbers (minimum of three established credit accounts).

I/We have read and agree to be bound by the terms and conditions of trade as printed overleaf or attached. I/ We warrant to TDX Ltd that the above information is to the best of my/our knowledge, information and belief true and correct and that I/we am/are duly authorised to enter into this application and future contracts on behalf of the Customer. I/we also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I/we am/are also signing this application form in my/our personal capacity.
If the applicant is a company then this application form must be signed by a director of the company.

Signed: ____________________ Print Name: ____________________ Designation: ____________

Date this: ____________ Day of: ____________________ 20________

Approved by TL: ____________ Position/Title: ____________ Date: ________ Account No: ________

Branch: ____________________ Sales Area: ____________________

Initials

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

1.1. "TL" shall mean TDX Limited, or any agents or employees thereof.

1.2. "Customer" shall mean the Customer, any person acting on behalf of and with the apparent authority of the Customer, or any person purchasing products and services from TL.

1.3. "Goods" shall mean:

1.3.1 All Goods of the general description specified on the front of this agreement and supplied by TL to the Customer; and

1.3.2 All Goods supplied by TL to the Customer; and

1.3.3 All inventory of the Customer that is supplied by TL; and

1.3.4 All Goods supplied by TL and further identified in any invoice issued by TL to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and

1.3.5 All Goods that are marked as having been supplied by TL or that are stored by the Customer in a manner that enables them to be identified as having been supplied by TL; and

1.3.6 All of the Customer's present and after-acquired Goods that TL has performed work on or to or in which goods or materials supplied or financed by TL have been attached or incorporated.

1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.

1.4 "Goods" shall also mean all goods, products, services and advice provided by TL to the Customer and shall include without limitation the importation, distribution, exportation and repair and overhaul of diesel engines and transmissions, the supply of parts, technical advice, and all charges for labour, hire charges, insurance charges, freight or any fee or charge associated with the supply of Goods by TL to the Customer.

1.5 "Price" shall mean the cost of the Goods as agreed between TL and the Customer and includes all disbursements e.g. charges TL pays to others on the Customer's behalf subject to clause 4 of these terms.

2. ACCEPTANCE

2.1. Any instructions received by TL from the Customer for the supply of Goods shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION & USE OF INFORMATION

3.1 The Customer authorises TL to collect, retain and use any information about the Customer.

3.1.1 I understand that you will give my personal information to Equifax and Equifax will retain that information on their systems and use it to provide their reporting service to you and other Equifax customers.

3.1.2 Equifax is a credit reporting agency whose privacy policy is found at www.equifax.eo.nz/privacy

3.1.3 Equifax will give you information they hold about me for the purpose of a credit reference.

3.1.4 I understand that if I default in my payment obligations to you TDX, information about that default may be given to Equifax, a credit reporting agency whose privacy policy is found at www.equifax.co.nzlprivacy, and Equifax may give information about my default to other Equifax customers.

3.2 The Customer authorises TL to disclose any information obtained to any person for the purposes set out in clause3.1.

3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 2020.

4. PRICE

4.1 Where no price is stated in writing or agreed to orally the Goods shall be deemed to be sold at the current amount as such Goods are sold by TL at the time of the contract.

4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Goods that is beyond the control of TL between the date of the contract and delivery of the Goods.

5. PAYMENT

5.1 Unless otherwise agreed in writing payment for Goods shall be made in full on completion of work or before the 20th day of the month following the date of the invoice ("the due date").

5.2 Interest may be charged on any amount owing after the due date at the rate of 2% per month or part month.

5.3 Any expenses, disbursements and legal costs incurred by TL in the enforcement of any rights contained in this contract shall be paid by the Customer, including any solicitor's fees or debt collection agency fees.

5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

5.5 A deposit may be required.

5.6 Progress payments may apply to large contracts.

6. QUOTATION

6.1 Where a quotation is given by TL for Goods:

6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and

6.1.2 The quotation shall be exclusive of GST unless specifically stated to the contrary;

6.1.3 TL reserves the right to alter the quotation because of circumstances beyond its control.

6.2 Where Goods are required in addition to the quotation the Customer agrees to pay for the additional cost of such Goods.

7. RISK

7.1 The Goods remain at TL's risk until delivery to the Customer.

7.2 Delivery of Goods shall be deemed complete when TL gives possession of the Goods directly to the Customer or possession of the Goods is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.

7.3 All property of the Customer in the possession of TL is stored and worked on solely at the Customer's risk. The Customer is responsible for keeping all goods insured at all times.

8. TITLE & SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

8.1 Title in any Goods supplied by TL does not pass to the Customer until the Customer has paid in full for all Goods provided by TL and of all other sums due to TL by the Customer on any account whatsoever. Until all sums due to TL by the Customer have been paid in full, TL has a security interest in all Goods.

8.2 If the Goods are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Goods shall remain with TL until the Customer has made payment for all Goods, and where those Goods are mixed with other property so as to be part of or a constituent of any new Goods, title to these new Goods shall deemed to be assigned to TL as security for the full satisfaction by the Customer of the full amount owing between TL and the Customer.

8.3 The Customer gives irrevocable authority to TL to enter any premises occupied by the Customer or on which Goods are situated at any reasonable time after default by the Customer or before default if TL believes a default is likely and to remove and repossess any Goods and any other property to which Goods are attached or in which Goods are incorporated. TL shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. TL may either resell any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Goods and credit the Customer's account with the invoice value thereof less such sum as TL reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

8.4 Where Goods are retained by TL pursuant to clause 8.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

8.5 The following shall constitute defaults by the Customer:

8.5.1 Non-payment of any sum by the due date.

8.5.2 The Customer intimates that it will not pay any sum by the due date.

8.5.3 Any Goods are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods.

8.5.4 Any Goods in the possession of the Customer are materially damaged while any sum due from the Customer to TL remains unpaid.

8.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distrains against any of the Customer's assets.

8.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.

8.5.7 Any material adverse change in the financial position of the Customer.

9. SECURITY INTEREST FOR SERVICE PROVIDERS

9.1 The Customer gives TL a security interest in all of the Customer's present and after-acquired property that TL has performed services on or to or in which goods or materials supplied or financed by TL have been attached or incorporated.

10. PAYMENT ALLOCATION

10.1 TL may in its discretion allocate any payment received from the Customer towards any invoice that TL determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by TL, payment shall be deemed to be allocated in such manner as preserves the maximum value of TL's purchase money security interest in the Goods.

11. GENERAL LIEN

11.1 The Customer agrees that TL may exercise a general lien against any Goods or property belonging to the Customer that is in the possession of TL for all sums outstanding under this contract and any other contract to which the Customer and TL are parties.

11.2 If the lien is not satisfied within seven (7) days of the due date TL may, having given notice of the lien at its option either:

11.2.1 Remove such Goods and store them in such a place and in such a manner as TL shall think fit and proper and at the risk and expense of the Customer; or

11.2.2 Sell such Goods or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

12. DISPUTES & RETURN OF GOODS

12.1 TL reserves the right to decline any Goods returned after seven (7) days from the date of delivery.

12.2 No Goods will be considered for return without prior approval of TL. Any returned Goods must be unused, undamaged and in original condition and packaging.

12.3 A 10% handling fee may be deducted after seven (7) days.

12.4 Procured or indented items are not returnable for credit

13. MANUFACTURER'S WARRANTIES

13.1 Unless expressly agreed otherwise in writing between TL and the Customer TL gives no warranty on any Goods beyond any offered by the manufacturer of the Parts/Goods. The judgment of the manufacturer as to the validity of any claim is final and binds both the Customer and TL.

13.2 Such manufacturers warranties are in place of any implied term as to quality, fitness or performance and any other conditions, warranties, undertakings or terms whether expressed or implied, statutory or otherwise, inconsistent with the provisions of such warranties are to the extent permitted by law hereby expressly excluded.

Initials

14. EXCLUSION OF WARRANTIES & LIMITATION OF LIABILITY

14.1 All terms, warranties, conditions or obligations otherwise implied in this agreement by statute which can be lawfully excluded are hereby excluded (including, but not limited to, Sale of Goods Act 1908).

14.2 Except as otherwise implied by law and not able to be excluded pursuant to Clause 13.1 above, TL is not liable for:

14.2.1 Any loss or damage (including consequential loss), arising from the supply or non-supply of Goods by TL to the Customer;

14.2.2 The Customer shall indemnify TL against all claims and loss of any kind whatsoever however caused or arising, brought by any person in connection with any matter, act, omission, or error by TL its agents or employees in connection with the Goods; and

14.2.3 The Customer has entered any contract with TL in reliance on the Customer's own skill and

14.2.4 judgment and has not been induced to do so by any representation made by TL; and

14.2.5 TL is not liable to the Customer for any loss or damage arising directly or indirectly from any representation made by TL

14.3 In the event of any liability by TL that liability shall be limited to the price of the goods invoiced by TL to the Customer (GST exclusive) in respect of which such liability arises.

15. CONSUMER GUARANTEES ACT

15.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Goods from TL for the purposes of a business in terms of s.2 and s.43 of that Act.

16. MISCELLANEOUS

16.1 TL shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

16.2 Failure by TL to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations TL has under this contract.

16.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

16.4 In the event that the Customer is an accredited franchisee, these terms and conditions of trade shall take preference over the franchise agreement.

16.5 The Law of New Zealand applies to this contract.

17. PERSONAL GUARANTEE OF SIGNATORY TO CREDIT APPLICATION FORM

17.1 If the Customer is a company or is a trust, the director/s or trustee/s signing this agreement, in consideration for TL agreeing to supply goods and grant credit to the Customer at the Customer's request, also signs this contract in that person's personal capacity and hereby unconditionally guarantees to TL the due and punctual payment by the Customer of all monies payable in respect of Goods as and when the same shall become due and payable by the trader

17.2 The signatory hereby accepts joint and several liability with the Customer to TL for any and all funds now or hereafter owed by the Customer to TL and indemnifies TL against non-payment by the Customer.

17.3 This personal guarantee is a continuing guarantee and is not discharged by any settlement on account.

17.4 Liability under this personal guarantee shall not be discharged, abrogated, prejudiced or effected by:

17.5 The granting of time, credit or other indulgence or other concession to the Customer; or

17.5.1 Any alteration, modification, variation or addition to any agreement in respect of the supply of the goods; or

17.5.2 Any other act, omission or event which but for this provision might operate to discharge, impair or otherwise effect the signatory's obligations under this personal guarantee or any of the rights, powers or remedies conferred upon TL by this guarantee or by law.

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