



Jeff Peters Truck Parts Ltd
33 Northway Street, Hamilton, NZ

Phone: 07 849 1180
admin@jtp.co.nz

CUSTOMER DETAILS

In order to complete your account, please provide the below

Trading Name _____

GST Number _____

Postal Address _____

Suburb _____

Town/City _____

Post Code _____

Delivery Instructions _____

Physical Address _____

Suburb _____

Town/City _____

Post Code _____

Delivery Instructions _____

Contacts – Accounts

First Name _____

Last Name _____

Email _____

Phone _____

Cell Phone _____

Contacts – Sales

First Name _____

Last Name _____

Email _____

Phone _____

Cell Phone _____

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer's Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Trading Name: <i>(If different from above)</i>				
Physical Address:				Postcode:
Billing Address:				Postcode:
Email Address:				
Phone No:		Fax No:		Mobile No:
Personal Details: <i>(please complete if you are an Individual)</i>				
D.O.B.:			Driver's Licence No:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>				
Company Number:			Date Incorp. <i>(current owners)</i> :	
Nature of Business:				
Paid Up Capital: \$		Estimated Monthly Purchases: \$		Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom)</i> :				
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>				
(1) Full Name:			D.O.B.:	
Private Address:				Postcode:
Driver's Licence No:		Phone No:		Mobile No:
(2) Full Name:			D.O.B.:	
Private Address:				Postcode:
Driver's Licence No:		Phone No:		Mobile No:
Account Terms: <input type="checkbox"/> 20 Days <input type="checkbox"/> COD <input type="checkbox"/> Other:				
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Accounts Email Address:				
Accounts Contact:				Phone No:
Bank and Branch:				Account No:
Trade References: <i>(please provide companies that are willing to do trade references)</i>				
Name:		Address:		Phone / Fax / Email:
1.				
2.				
3.				

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Jeff Peters Truck Parts Ltd which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. ***I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.***

SIGNED (CUSTOMER): _____ **SIGNED (SUPPLIER):** _____
 Name: _____ Name: _____
 Position: _____ Position: _____
WITNESS TO CUSTOMER'S SIGNATURE:
 Signed: _____ Name: _____ Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

Jeff Peters Truck Parts Ltd – Terms & Conditions of Trade

1. **Definitions**
1.1 "Supplier" means Jeff Peters Truck Parts Ltd, its successors and assigns or any person acting on behalf of and with the authority of Jeff Peters Truck Parts Ltd.
1.2 "Customer" means the person or any person acting on behalf of and with the authority of the Customer requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
(a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
(b) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
(c) includes the Customer's executors, administrators, successors and permitted assigns.
1.3 "Goods" means all Goods or Services supplied by the Supplier to the Customer at the Customer's request from time to time (where the context so permits) the terms "Goods" or "Services" shall be interchangeable for the other.
1.4 "Price" means the Price of any Goods and Services Tax ("GST") (where applicable) for the Goods as agreed between the Supplier and the Customer in accordance with clause 5 below.

2. **Acceptance**
2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
2.2 These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or contract between the Customer and the Supplier.
2.3 The Customer acknowledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, the Supplier reserves the right to vary the Price with alternative Goods as per clause 6.1, subject to prior notification and agreement of both parties. The Supplier also reserves the right to halt all Services until such time as the Supplier and the Customer agree to such changes. The Supplier shall not be liable to the Customer for any loss or damage the Customer suffers due to the Supplier exercising its rights under this clause.
2.4 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.
2.5 In the event that the Goods and/or Services provided by the Supplier are the subject of an insurance claim that the Customer has made, then the Customer shall be responsible for the payment of any monies payable to the insurance company and agrees to honour their obligation for payment for such transactions invoiced by the Supplier and shall ensure payment is made by the due date irrespective of whether the insurance claim is successful.
2.6 Any advice, recommendation, information, assistance or service provided by the Supplier in relation to Goods supplied is given in good faith, is based on the Supplier's own knowledge and experience and shall be accepted without liability on the part of the Supplier, and it shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods.

3. **Errors and Omissions**
3.1 The Customer acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
(a) resulting from an inadvertent mistake made by the Supplier in the formation and/or administration of this contract; and/or
(b) contained or omitted from any literature (hard copy and/or electronic) supplied by the Supplier in respect of the Services.
3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of the Supplier, the Customer shall not be entitled to treat this contract as repudiated nor render it invalid.

4. **Change in Control**
4.1 The Customer shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax numbers, change of trustees, or business practice). The Customer shall be liable for any loss incurred by the Supplier as a result of the Customer's failure to comply with this clause.

5. **Price and Payment**
5.1 At the Supplier's sole discretion the Price shall be either:
(a) as indicated on any invoice provided by the Supplier to the Customer, or
(b) the Supplier's quoted Price (subject to clause 6.1) which will be valid for the period stated in the quotation otherwise for a period of thirty (30) days.
5.2 At the Supplier's sole discretion a non-refundable deposit may be required.
5.3 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date determined by the Supplier, which may be:
(a) on delivery of the Goods;
(b) before delivery of the Goods;
(c) for certain approved Customers:
(i) by way of instalments/progress payments in accordance with the Supplier's payment schedule; or
(ii) due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notice.
(d) the date specified in any invoice or other form as being the date for payment; or
(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Supplier.
5.4 Payment may be made by cash, cheque, bank cheque, electronic-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and the Supplier.
5.5 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.
5.6 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

6. **Additional Charges**
6.1 The Supplier reserves the right to charge the Price:
(a) if a variation to the Goods and/or Services (including any plans or specifications) which are to be supplied is requested; or
(b) if during the course of the Services, the Goods are not or cease to be available from the Supplier's third party manufacturers, then the Supplier reserves the right to provide alternative Goods; or
(c) in the event of increases to the Supplier in the cost of labour, materials, taxes or delivery charges (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond the Supplier's control.
6.2 Where the Supplier is requested to store the Customer's Goods and/or vehicle in relation to the Services, or where the Goods or vehicle are not collected within twenty four (24) hours of advice to the Customer that they are ready for collection, then the Supplier (at its sole discretion) may charge a reasonable fee of one hundred and fifty dollars (\$150) per day for storage.
6.3 If the Supplier has been requested by the Customer to diagnose a fault that requires disassembly and/or testing, all costs involved will be charged to the Customer irrespective of whether or not the repair goes ahead.
6.4 Variations will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Customer shall be required to respond to any variation requested by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.

7. **Delivery of Goods**
7.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:
(a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Supplier's address; or
(b) the Supplier (or the Supplier's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
7.2 At the Supplier's sole discretion the cost of delivery is in addition to the Price.
7.3 Any time specified by the Supplier for delivery of the Goods is an estimate only. The Customer must take delivery by receipt of the Goods whenever they are tendered for delivery. The Supplier will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. In the event that the Customer is unable to take delivery of the Goods as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.

8. **Risk**
8.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
8.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
8.3 The Customer acknowledges that Goods supplied may exhibit variations in shade, colour, texture, surface and finish. The Supplier will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.
8.4 If the Customer requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.
8.5 The Customer acknowledges that the Supplier is only responsible for parts/Goods that are replaced by the Supplier, and that in the event that other components/subsequently fail, the Customer agrees to indemnify the Supplier against any loss or damage to the parts/Goods, or caused by the components, or any part thereof, whatsoever arising.
8.6 The Customer acknowledges that Goods supplied may exhibit variations of colour and shade. While every effort will be taken by the Supplier to match colour and shade of products, the Supplier shall not be liable for any loss, damages or costs however arising resulting from any variation in colour or shading between sale samples and the final product supplied.
8.7 The Supplier shall not be liable for the loss of or damage to the Customer's vehicle, its accessories or contents while being repaired or operated in connection with the authorised Services unless caused by the negligence of the Supplier or the Supplier's employees.
8.8 It is the Customer's responsibility to ensure that the Customer's Goods is insured against all possible damage (including, but not limited to, the perils of accident, fire, theft and burglary

and all other usual risks) whilst stored at the Supplier's premises. The Goods is at all times stored and repaired at the Customer's sole risk.
8.9 The Customer acknowledges that it is their sole responsibility to ensure the machinery is insured adequately or at all.
8.10 The Goods supplied by the Supplier shall comply with applicable safety and industry standards. The Customer acknowledges and accepts that where the Customer fails to adhere to any safety and maintenance advice relating to the Goods are not followed, then the Customer shall not hold the Supplier liable for any losses or damages caused by any failure of the Goods.
8.11 The Customer shall obtain (at the expense of the Customer) all certifications and approvals that may be required for the Goods.
8.12 Where the Supplier gives advice or recommendations to the Customer, or the Customer's Supplier, including but not limited to, choice of products, a particular course of action or the condition of materials supplied by the Customer being inferior and such advice or recommendations are not acted upon then the Supplier shall require the Customer or their Supplier to authorise commencement of the Services in writing and the Supplier shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services nor will such losses or damages be deemed a defect. Furthermore the Supplier reserves the right to upgrade a product that is of inferior quality to complete the Services, any such work with be treated as a variation in accordance with 6.1.
8.13 The Supplier shall not be liable for any defect or damage resulting from incorrect or faulty installation carried out by any other third party.
8.14 **Specifications**
The Customer acknowledges that:
(a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Supplier's or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by the Supplier;
(b) while the Supplier may have provided information or figures to the Customer regarding the performance of the Goods, the Customer acknowledges that the Supplier has given these in good faith, and are estimates based industry prescribed estimates under optimal operating conditions.
(c) The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use, the Supplier accepts no responsibility or liability in the event that the Customer orders or purchases incorrect Goods or parts.
8.15 **Title**
The Supplier and the Customer agree that ownership of the Goods shall not pass until:
(a) the Customer has paid the Supplier all amounts owing to the Supplier; and
(b) the Customer must not sell, dispose, or otherwise part of its other obligations to the Supplier.
8.16 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
8.17 It is further agreed that until ownership of the Goods passes to the Customer in accordance with clause 10.1:
(a) the Customer is only a bailee of the Goods and must return the Goods to the Supplier on request;
(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
(c) the Customer shall not, sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand.
(d) the Customer shall not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as if so directed.
(e) the Customer irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods.
(f) the Supplier may recover possession of any Goods in transit whether or not delivery has occurred.
(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier.
(h) the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.
8.18 **Personal Property Securities Act 1999 ("PPSA")**
Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA; and a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to the Supplier for Services – that have previously been supplied and that will be supplied in the future by the Supplier to the Customer.
8.19 The Customer undertakes to:
(a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Supplier may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register;
(b) demand reimbursement, the Supplier for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Goods charged thereby;
(c) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Supplier;
(d) immediately advise the Supplier of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
8.20 The Supplier and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
8.21 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
8.22 Unless otherwise agreed to in writing by the Supplier, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
8.23 The Customer shall unconditionally ratify any actions taken by the Supplier under clauses 11.1 to 11.5.
8.24 **Security and Charge**
(a) The Customer agrees to the Supplier agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
(b) The Customer irrevocably indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.
(c) The Customer irrevocably appoints the Supplier and each director of the Supplier as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of clause 12 including, but not limited to, signing any document on the Customer's behalf.
8.25 **Defects and Returns**
The Customer shall inspect the Goods on delivery and shall within five (5) days of delivery (time being of the essence) notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Supplier an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Supplier has agreed in writing that the Customer is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods or repairing the Goods.
8.26 Goods will not be accepted for return other than in accordance with 13.1 above, and provided that:
(a) the Supplier has agreed in writing to accept the return of the Goods; and
(b) the Goods are returned at the Customer's cost within fourteen (14) days of the delivery date; and
(c) the Supplier will not be liable for Goods which have not been stored or used in a proper manner; and
(d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
8.27 The Supplier may, in its discretion, accept the return of Goods for credit but this may incur a handling fee of twenty percent (20%) of the value of the returned Goods plus any freight.
8.28 Subject to clause 13.1, non-stocklist items or Goods made to the Customer's specifications are not acceptable for credit or return.
8.29 **Warranty**
Subject to the conditions of warranty set out in clause 14.1 the Supplier warrants that if any defect in any workmanship of the Supplier becomes apparent and is reported to the Supplier within twelve (12) months of the date of delivery (time being of the essence) then the Supplier will either (at the Supplier's sole discretion) replace or remedy the workmanship.
8.30 The conditions applicable to the warranty given by clause 14.1 are:
(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
(i) failure on the part of the Customer to properly maintain any Goods; or
(ii) failure on the part of the Customer to follow any instructions or guidelines provided by the Supplier; or
(iii) any use of any Goods otherwise than for any application specified on a quote or order form; or
(iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
(v) fair wear and tear, any accident or act of God;
(b) the warranty shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Supplier's consent.
8.31 In respect of all claims the Supplier shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
8.32 For Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by or be

responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
8.33 The conditions applicable to the warranty given on Goods supplied by the Supplier are contained on the "Warranty Card" that will be supplied with the Goods.
8.34 In the case of second hand Goods, the Customer acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Supplier as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Supplier shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.
8.35 **Consumer Guarantees Act 1993**
15. If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Supplier to the Customer.
8.36 **Intellectual Property**
16. Where the Supplier has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Supplier. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Supplier.
8.37 The Customer warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.
8.38 The Customer agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Customer.
8.39 **Default and Consequences of Default**
17. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
8.40 If the Customer owes the Supplier any money the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's collection agency costs, and bank dishonour fees).
8.41 Further to any other rights or remedies the Supplier may have under this contract, if a Customer has made payment to the Supplier, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Supplier under this clause 17 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.
8.42 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if:
(a) any money payable to the Supplier becomes overdue; or in the Supplier's opinion the Customer is unable to pay a payment due to the Supplier;
(b) the Customer has exceeded any applicable credit limit provided by the Supplier;
(c) the Customer becomes insolvent, conveys a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in relation to the Customer or any asset of the Customer.
8.43 **Cancellation**
18.1 Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment), under these terms and conditions the Supplier may suspend or terminate the supply of Goods to the Customer. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier has exercised its rights under this clause.
8.44 The Supplier may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Supplier shall repay to the Customer any money paid by the Customer for the Goods cancelled. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.
8.45 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits).
8.46 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, shall definitely not be accepted once production has commenced, or an order has been placed.
8.47 **Privacy Act 1993**
19. The Customer authorises the Supplier or the Supplier's Supplier to:
(a) access, collect, retain and use any information about the Customer;
(b) (i) including any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Customer's creditworthiness; or
(c) (ii) for the purpose of marketing products and services to the Customer.
8.48 The Customer authorises the Supplier, whether collected by the Supplier from the Customer directly or obtained by the Supplier from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit rating for the Customer or for the purpose of a default by the Customer.
8.49 Where the Customer is an individual the authorities under clause 19.1 are authorities or consents for the purposes of the Privacy Act 1993.
8.50 The Customer shall have the right to request the Supplier for a copy of the information about the Customer retained by the Supplier and the right to request the Supplier to correct any incorrect information about the Customer held by the Supplier.
8.51 **Service of Notices**
20.1 Any written notice given under this contract shall be deemed to have been given and received:
(a) by handing the notice to the other party, in person;
(b) by leaving it at the address of the other party as stated in this contract;
(c) by sending it by registered post to the address of the other party as stated in this contract; or
(d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
(e) if sent by email to the other party's last known email address.
20.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
8.52 **Trusts**
21.1 If the Customer at any time upon or subsequent to entering into the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Supplier may have notice of the Trust, the Customer covenants with the Supplier as follows:
(a) the contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust as the trustee of the Trust fund;
(b) the Customer has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
(c) The Customer will not without consent in writing of the Supplier (the Supplier will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
(i) the removal, replacement or retirement of the Customer as trustee of the Trust;
(ii) any alteration to or variation of the terms of the Trust;
(iii) any advancement or distribution of capital of the Trust; or
(iv) any resettlement of the trust property.
21.2 **General**
The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
21.3 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Courts of Hamilton, New Zealand.
21.4 The Supplier shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Supplier of these terms and conditions (alternatively the Supplier's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
21.5 The Supplier may licence and/or assign all or any part of its rights and/or obligations under this contract without the Customer's consent.
21.6 The Customer cannot licence or assign without the written approval of the Supplier.
21.7 The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier.
21.8 The Customer agrees that the Supplier may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Supplier to provide Goods to the Customer.
21.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
21.10 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.

Signed

Dated

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Jeff Peters Truck Parts Ltd and its successors and assigns ("the Supplier") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

_____ ("the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to the Supplier of all monies which are now owing to the Supplier by the Customer and all further sums of money from time to time owing to the Supplier by the Customer in respect of goods and services supplied or to be supplied by the Supplier to the Customer or any other liability of the Customer to the Supplier, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with the Supplier, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Supplier the Guarantor will immediately on demand pay the relevant amount to the Supplier. In consideration of the Supplier agreeing to supply the Goods to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to the Supplier registering any interest so charged. The Guarantor irrevocably appoints the Supplier and each director of the Supplier as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Supplier may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** the Supplier on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Supplier in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of monies owing to the Supplier by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Supplier's nominees costs of collection and legal costs; or
 - (c) monies paid by the Supplier with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Supplier, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Supplier to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read and understood the Supplier's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to the Supplier by the Customer and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Supplier's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to the Supplier, each Guarantor shall be a principal debtor and liable to the Supplier accordingly.
6. If any payment received or recovered by the Supplier is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and the Supplier shall each be restored to the position in which they would have been had no such payment been made.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to the Supplier.**
9. I/we irrevocably authorise the Supplier to obtain from any person or company any information which the Supplier may require for credit reference purposes. I/We further irrevocably authorise the Supplier to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Supplier as a result of this Guarantee and Indemnity being actioned by the Supplier.
10. The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity and the subsequent enforcement of the same.

<p>GUARANTOR-1 SIGNED: _____</p> <p>FULL NAME: _____</p> <p>HOME ADDRESS: _____</p> <p>DATE OF BIRTH: _____</p> <p>SIGNATURE OF WITNESS: _____</p> <p>NAME OF WITNESS: _____</p> <p>OCCUPATION: _____</p> <p>PRESENT ADDRESS: _____</p> <p>EXECUTED as a Deed this day of 20____</p>
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<p>GUARANTOR-2 SIGNED: _____</p> <p>FULL NAME: _____</p> <p>HOME ADDRESS: _____</p> <p>DATE OF BIRTH: _____</p> <p>SIGNATURE OF WITNESS: _____</p> <p>NAME OF WITNESS: _____</p> <p>OCCUPATION: _____</p> <p>PRESENT ADDRESS: _____</p> <p>EXECUTED as a Deed this day of 20____</p>
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Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT