

Wheelworks Handcrafted Wheels

Application for Credit Account

Organisations

Note: All sections must be completed

Trading Name of Organisation

Type of Business (Please tick one box and describe main activity)

- Company
- Sole Trader
- Partnership
- Trust
- Other

Main Activity

ORGANISATIONS (eg. companies, partnerships, incorporated societies, trusts, government departments.)

Full Legal Name of Organisation (eg. company name, partnership name) (as stated on certificate of incorporation or constituting document eg. partnership deed: please attach a copy)

How long has the organisation been trading?	
Date of incorporation (if relevant)	
Incorporation No. (if relevant)	

Physical Address

Postal Address

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Address of registered office (if company or society etc) if different from physical address

--

Email address for invoices and statements

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Contact Person

Title, first name, last name	
Daytime Telephone	
E-mail Address	
Mobile	

If Partnership/Trust/Other unincorporated body (also complete the following)

Number of Partners	
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Full Names of first and second partner/trustee/member, etc (if more than 2 partners/trustees/members, etc, please provide additional information on a separate sheet)

1.	DOB:
2.	DOB:

Residential Addresses

	This property is:	
	Rented	Owned by you
1.		
2.		

Solicitor	
Accountant	

Bank	
Branch	

Credit Card Type	
Name on Credit Card	
Credit Card Number	
Credit Card Expiry Date	

Trade References

1.
2.
3.

Declaration

By signing and returning this Application, I/we (the Customer):

1. Understands that Wheelworks Limited ("the Company") reserves the right to decline this Application.
2. Confirm that the information supplied by me/us in this Application is correct and complete and I/We agree to immediately advise the Company of any material change of any of the information contained in this Application.
3. Have read and understood the Company's standard terms and conditions of trade ("Terms of Trade") included with this Application and agree to be bound by the Terms of Trade (including any variations or replacement) and this Application.
4. Agree that all orders for goods (being the goods described on the invoices) placed with the Company are supplied on these terms and on the Terms of Trade.
5. Authorise any person or company to provide the Company with such credit information as the Company may require about me/us.
6. Authorise the Company to collect personal information about me/us from the trade referees named in this Application and from the credit reference agencies used by the Company. I/We acknowledge that such information is collected for any purpose connected with my/our business, for considering this Application and for all purposes in connection with the Company marketing of products and services in New Zealand. I/We consent to the Company disclosing any such information to credit reference and debt collection agencies as part of information exchanges with them. I/We acknowledge that my/our rights at law in relation to obtaining and correcting all information about me/us held by the Company are not affected.
7. Acknowledge that where more than one applicant applies for credit under this Application, each applicant will be jointly and severally liable.

If you have signed this application as a director, partner, or trustee or in any other capacity, you agree that the Company may collect personal information about you (in your personal capacity) from the credit reference agencies used by the Company. You acknowledge that such information is collected for the purpose connected with the Applicant's business and for considering this Application. You may access and correct any personal information held by the Company about you.

Signed by the Applicant by:

Name(s)	Signature(s)
1.	1.
2.	2.

Note:

1. If more than one Applicant all Applicants must sign; or
2. If the Applicant is a partnership or a trust all partners and non-professional trustees must sign.

Guarantee

In consideration of Wheelworks Limited ("the Company") approving this Application by the Applicant ("the Customer"), I (the guarantor, whose name is listed below) jointly and severally unconditionally guarantee payment by the Customer of all monies due and owing by the Customer to the Company, in respect of all credit extended by the Company as a consequence of this Application including all monies due and owing by the Customer to the Company under the terms of the Company's Terms of Trade.

I acknowledge that I have read and understood the contents of the Company's Terms of Trade. As per the Privacy act of 1993 I authorise any person or company to provide the Company with such credit information as the Company may require about me/us. I further authorise the Company to collect personal information about me/us from the trade referees named in this Application and from the credit reference agencies used by the Company. I/We acknowledge that such information is collected for any purpose connected with my/our business, for considering this Application and for all purposes in connection with the Company marketing of products and services in New Zealand. I/We consent to the Company disclosing any such information to credit reference and debt collection agencies as part of information exchanges with them. I/We acknowledge that my/our rights at law in relation to obtaining and correcting all information about me/us held by the Company are not affected.

I accept that as between the Company and myself I am liable as a principal debtor in respect of such monies. I accept that my guarantee is unaffected by the unenforceability of any payment of such monies, by the liquidation or bankruptcy of the Customer, by the giving of time or any indulgence to the Customer by the Company or any other matter. I accept that demand for payment may be made on me by the Company without demand being made of the Customer.

Full Name of Guarantor:	
Full Occupation of Guarantor:	
Address (not P.O. Box) of Guarantor:	
Signature of Guarantor:	
Witnesses signature:	
Witness's Name (please print):	
Occupation of Witness:	
Address (not P.O. Box) of Witness	
Date:	

Terms and Conditions

1. Definitions

1.1 "we", "us" and "our" shall mean and refer to Wheelworks Limited or any agents or employees thereof.

1.2 "you" and "your" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods from us.

1.3 "goods" shall mean all goods, chattels, or services, provided by us to you and shall include without limitation the supply of bicycles and bicycle accessories and all charge for labour and work, hire charges, insurance charges, or any fee or charges associated with the supply of goods by us to you.

1.4 "Price" shall mean the cost of the goods as agreed between us and you subject to clause 4 of this contract.

1.5 "security interest" shall mean security interest as defined in Section 17 of the Personal Property Securities Act 1999

2. Acceptance

2.1 Any orders received by us from you for the supply of goods shall be on the terms and conditions contained herein

2.2 None of our agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by us in writing nor are we in any way bound by any such unauthorised statements.

3. Price

3.1 All prices are exclusive of GST, freight costs, installation and any other applicable taxes and duties and may be subject to increase due to exchange rate fluctuations and such items and increases are payable in addition to the price.

3.2 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 us at the time of the contract.

3.3 We reserve the right to increase the charges set out to allow for any increases in operating costs, such increase to be notified in writing with the amount and date from which the increase shall apply. Quotations for such charges apply only at the date of contract and are likewise subject to change by notification.

3.4 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 us between the date of the contract and delivery of the goods.

4. Payment

4.1 Payment for goods shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").

4.2 Interest may be charged on any amount owing after the due date at the rate of 30% per annum, and shall be calculated on a daily basis.

4.3 You shall pay any expenses, disbursements and legal costs incurred by us in the enforcement of any of our rights contained in this contract, including any reasonable solicitor's fees or debt collection agency fees.

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

5. Quotation

5.1 Where a quotation is given by us it:

a is valid for thirty (30) days from the date of issue; and

b shall be exclusive of Goods and Services Tax unless specifically stated to the contrary; and

c. may be withdrawn at any time before acceptance; and

d. applies only to the cost of supply;

e. is upon the basis that reasonable access to the property or premises is available where it includes the cost of delivery to the property or premises. If such access is not available an extra charge for handling will be added.

5.2 Where goods are required in addition to the quotation the customer agrees to pay for the additional cost of such goods.

6. Risk

6.1 The goods remain at our risk until delivery of the goods to the place indicated by you, but when title passes to you pursuant to clause 8.1 of this contract the goods are at your risk whether delivery has been made or not

6.2 Delivery shall be made at the place indicated by you and if no place shall be indicated then delivery shall be made at your premises. If you fail or refuse to take or accept delivery then the goods shall be deemed to be delivered when we were willing to deliver them or when 14 days have elapsed after the date of notification that the goods are ready for dispatch in accordance with this contract.

6.3 The time agreed for delivery shall not be an essential term of this contract unless you give written notice to us making time of the essence.

6.4 Where we deliver goods to you by instalments and we fail to deliver one or more installations, you shall not have the right to repudiate the contract but shall have the right to claim compensation as a severable breach.

7. Agency

7.1 You authorise us to contract as either principal or agent for the provision of goods that are the matter of this contract

7.2 Where we enter into a contract of the type referred to in clause

7.3 it shall be read with and form part of this agreement and you agree to pay any amounts due under that contract.

8. Title

8.1 If the goods are ascertained and in a deliverable state, title in the goods passes to you when you have made payment for all goods supplied by us.

8.2 Where you have not paid for any goods in your possession property in such goods shall remain with us and:

a. the goods shall be held by you as bailee; and

b if the goods are attached, fixed or incorporated into any of your property, title in the goods shall remain with us until you have made payment for those goods not paid for, 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 be deemed to be assigned to us as security for the full satisfaction by you of the full amount owing between us and you.

8.3 You give irrevocable authority to us to enter any premises occupied by you, at any reasonable time, to remove any goods not paid for in full by you. We shall not be liable for costs, damages or expenses or any other 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.

9. Liability

9.1 Except as otherwise provided by statute we shall not be liable for:

- a. any loss or damage or injury of any kind whatsoever whether suffered or incurred by you or another person whether such loss or damage or injury arises directly or indirectly from goods or services or advice provided by us to you and without limiting the generality of the foregoing of this clause we shall not be liable for any consequential loss or damage or injury of any kind without limitation any financial loss; and
- b. for any loss, damage, or injury beyond the value of the goods provided by us to you in contract, or in tort, or otherwise; and

9.2 You shall indemnify us against all claims of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of our negligence or the infringement of any letters patent trade mark, trade name, copyright or other similar right to which any specification or information supplied by you might be subject or otherwise by any person in connection with any manner, act, omission, or error by us, our agents or employees in connection with the goods or this Contract

9.3 All claims must be received by us within 48 hours of either delivery of the goods or when you should have become aware of facts which might give rise to a claim.

10. General Lien

10.1 You agree that we may exercise a general lien against any goods or any property belonging to you that is in our possession for all sums outstanding under this contract and any other contracts to which the customer and company are parties.

10.2 If the lien is not satisfied within 7 days of the due date we may having given notice of the lien at our option either:

- a. remove such goods or property and store them in such a place and in such a manner as we shall think fit and proper and at the risk and expense of the customer; or
- b. sell such goods or property or part thereof, on notice, upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of a sale without being liable to any person for damage caused.

11. Consumer Guarantees Act

11.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded from the terms of this contract in terms of Section 43 of the Act as you are acquiring goods from us for the purposes of a business in terms of Section 2 of that Act.

12. Warranty

12.1 No representation, condition, warranty or premise expressed or implied by law or otherwise applied to the goods and services except where expressly stated in this contract.

12.2 We will pass on to you the benefit of any warranty given by our suppliers or a third party such as the manufacturer in respect of materials.

13. Cancellation

13.1 We shall, without any liability, and without any prejudice to any other right we have in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of goods to you if you fail to pay any money owing after the due date or if any of the following occur:

- a. you commit an act of bankruptcy as defined in section 19 of the Insolvency Act 1967; or
- b. you receive notice of any winding up proceedings against you pursuant to the Companies Act 1993; or
- c. you are put into receivership; or
- d. you receive notification that any other person intends to put you into receivership; or
- e. you appoint a liquidator by directors'/shareholders' resolution or a liquidator is appointed.

13.2 Any cancellation or suspension under clause 14.1 of this agreement shall not affect our claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or your obligations to us under this contract.

14. Miscellaneous

14.1 You shall not assign all or any of your rights or obligations under this contract without our written consent.

14.2 We shall not be liable for delays or failure to perform our obligations if the cause of the delay or failure is beyond our control.

14.3 These terms and conditions, invoices, order forms or other documents or statements issued by us and the application for credit account signed by you (together the 'contract') all form the full agreement between us and you.

14.4 Failure by us 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 we have under this contract.

14.5 Where the terms of this contract are at variance with the order or instruction from you, this contract shall prevail.

14.6 If you are a company or trust, the director(s) or trustee(s) signing this contract jointly and severally guarantee to us the payment of the balance of your credit facility from time to time, and the payment of any and all other monies now or hereafter owed by you to us. Any personal guarantee made by any party shall not exclude you in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and customer shall be jointly and severally liable under the terms and conditions of this contract.

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

14.8 We shall not be liable to you for any delay or failure to perform our obligations due to a matter beyond our control.

14.9 You acknowledge that all signs and stickers remain our property and that we have the right to remove them upon termination of the contract.

15. Contracting out of PPSA Rights

15.1 You agree that nothing in sections 114(1)(a), 117(1)(e), 133 and 134 of the Personal Property Securities Act 1999 ('the PPSA') will apply to this contract or the security under this

Contract.

15.2 You agree to waive your rights under Part 9 (Enforcement) of the PPSA For example, but without limitation:

- a. receive a statement of account of the proceeds of sale of collateral under section 116 of the PPSA;
- b. recover any of the surplus proceeds of sale of collateral under section 119 of the PPSA;
- c. object to our proposal to retain any Personal Property under section 121 of the PPSA
- d. apply to the court for an order concerning the removal of an accession under section 131 of the PPSA;
- e. to receive a copy of the verification statement confirming registration of a financing statement or a financing charge statement relating to any security interest that may be created by this contract.

15.3 You agree that where we have rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.

16. Collateral

16.1 for avoidance of any doubt it is hereby agreed that we shall take a security interest in all equipment including but not limited to bicycles and bicycle accessories supplied to you by us now and in the future and any proceeds, and that security interest shall remain until payment is made for all goods supplied by us.

16.2 You will not enter into any security agreement that permits any other person to register any security interest in respect of the goods or proceeds referred to in clause 16.1