

**TWT LTD t/a CLEANCO TRUCKWASH
TAURANGA
NEW CUSTOMER CREDIT APPLICATION FORM**



CUSTOMER DETAILS	
Full Legal Name:	
Contact Name (Fleet Manager):	
Contact Name (Accounts):	
Physical Address:	
Postal Address:	
Phone Number/Mobile Number	
Email Address/Website:	

DETAILS OF AGREEMENT	Start Date:
Customer Order Number Required?	
Is silicon Allowed?	
Are Shop Products Allowed?	
Is Ad Blue Allowed?	
Payment Terms:	20 th of the month following
Our bank account details:	

TRUCKS	
Registration Numbers	C.O.F Dates
1.	
2.	
3.	
4.	

TRADE REFERENCES (please do not include utility accounts such as phone and power etc.)
<i>Please include company name, phone number and accounts contact:</i>
1.
2.

DECLARATION
On making this application, I/we warrant to the company that I/we are authorised to enter into the contract on the customer's behalf and I/we acknowledge that the information supplied is true and correct and that we agree to payment on 20 th of the month following as per terms of trade. SIGNED BY A DULY AUTHORISED SIGNATORY OF THE CUSTOMER:
FULL NAME: _____ DATE: _____

PERSONAL GUARANTEE (IF LIMITED LIABILITY COMPANY)
In consideration of the provisions of credit to the above-mentioned customer, I/We
Full Name: _____ of Address: _____
Full Name: _____ of Address: _____
Being Director/shareholder(s) of the Customer (together with my personal representatives) hereby jointly and severally guarantee to Truck wash Tauranga Ltd ("The Company") the due and punctual payment by the customer of all monies from time to time owing to the company in terms of the terms of trade. The granting of time or other concession by the Company shall not release any guarantee. As between the Company and the guarantor(s) this guarantee shall be constructed as an identity.

1. **General**

- a. The Company accepts that to the extent permitted by law the customer accepts that the following conditions constitute the entire agreement between the Company and the customer (except to the extent that such terms and conditions are modified in writing and signed by both parties) and it is expressly agreed that there are no other understandings, representations or warranties of any kind (expressed or implied) forming part of this contract.
- b. Placement by the customer of any order or booking with the Company by the customer constitutes an acknowledgement by the customer that the contract between the customer and the Company shall be governed by these terms of trade. If a booking is cancelled within 24 hours TWT is permitted to still charge in full for this service.
- c. If any terms or conditions or part thereof contained in these terms of trade are held to be invalid, illegal, and unenforceable or void for any reason or reasons, all of these remaining terms and conditions (or part thereof) shall remain in full force and effect.
- d. The customer agrees that in the event of default of settlement of any account due, the customer shall pay upon demand, all reasonable costs, charges and legal expenses (including costs between solicitor and own client) including any collection costs incurred by the Company in recovering the outstanding account from the customer.

2. **Price and Terms of Payment**

- a. The Company's prices are subject to alteration without notice and the price payable by the customer for the goods ordered shall be the price agreed to between the Company and the customer or in the absence of such agreement the price ruling at the date the services performed or goods are dispatched. The onus is on the customer to confirm prices.
- b. The Company's prices referred to in this contract and in any quotation which may have formed the basis of this contract are exclusive of Goods and Services Tax. The customer shall pay Goods and Services Tax on the goods or services, the subject of this contract, and the amount of each payment payable under this contract shall be increased accordingly.
- c. All accounts are due for payment on the 20th day of the month following the month in which the services are performed or goods (or any instalment of the goods) are either delivered or complete their final processing (as the case may be).
- d. Without prejudice to its rights to sue for payment or exercise any other remedy where any payment is not made on the due date the Company may

- i. Re-invoice goods and services at full retail price
- ii. Charge the customer interest on the amount outstanding at the rate equal to 1.5% per month, calculated daily, from the due date of payment until payment is received by the Company but the charging of interest does not extend the time for payment nor imply the forbearance to sue or otherwise recover overdue monies.
- iii. Demand payment of the arrears as well as payment in advance for any undeliverable goods before proceeding with making further delivery of goods under the contract.

3. **Damage to Vehicles**

- a. Any damage to vehicles at CleanCo Truck Wash will be dealt with in a fair and open way. If TWT Ltd is found to be at fault we will cover the cost of the damage to your vehicle.
- b. If your vehicle is damaged in any way at CleanCo Truck Wash and you perceive TWT Ltd to be at fault you must make TWT Ltd aware of this within 24 hours of the damage occurring.
- c. TWT Ltd is only responsible for the immediate damage caused by our actions, i.e. if we scratch your bonnet, we will fix that scratch but not the 5 others

4. **Fleet and Regular Wash Agreement**

Fleet wash contracts will be signed and entered into separately of this application as the terms and conditions of these agreements are customer specific. In order to enter into a Fleet or Regular wash contract it is required that you first have an approved Account Application with TWT Ltd. Conflicting Terms and Conditions agreed to in a Fleet or Regular Wash Contract will override those in this application, e.g. Payment Terms. Any special arrangements that have been agreed to verbally are only administered at the goodwill of TWT Ltd and can be removed or altered at any time. A completed Credit Account Application, Terms of Trade and a Fleet or Regular Wash contract are required for TWT Ltd to be legally accountable for any special arrangements with our clients. If not stated, Fleet and Regular Wash Agreements have a trial period of 3 months after which time these agreements may be amended with mutual agreement or TWT Ltd can abandon the Agreement.

5. **Security and the Personal Properties Security Act 1999**

- a. The customer grants and creates in favour of the Company:
 - i. In accordance with these terms of trade a purchase money security interest ("PMSI") in the Goods with the meaning of the Personal Properties Securities Act 1999 ("PPSA") and;
 - ii. The right to register a financing statement under the PPSA for the Goods supplied (for which express purpose credit has been extended) to create a purchase money security interest ("security interest") (as that term is defined in the PPSA).
- b. The customer agrees:
 - i. To pay and that its accounts with the Company may be charged with the cost of registration with the PMSI and all other costs associated with perfection and enforcement of the PMSI (including the Company's full solicitor/own client costs).
- c. To the extent permitted by law and so far as permitted by s107 of the PPS Act:
 - i. The customer by these terms contracts out of and waives the customer's rights under s114, s120 and s133 of the PPSA including the right to receive any notices.
 - ii. The customer waives its rights to receive a verification statement in respect of any financing statement or financing change statement registered by the Company.
 - iii. The customer agrees to the Company exercising its rights under s109 and s120-123 concurrently and to the Company retaining any repossessed goods immediately so that the Company's rights under s123 of the PPSA shall become effective immediately upon repossession.
 - iv. The customer agrees that repossession and retention of the Goods under s120-s123 of the PPSA will only satisfy so much the customer's debt to the Company as is equivalent to the Company's estimation of the market value of the Goods in the condition the Goods are in at the date of repossession and the

repossession and retention will immediately extinguish any rights and/or interest the customer has in the Goods.

- d. The customer indemnifies the Company for any claims (including legal costs) against the Company including any claims as a result of any default by the customer for the Company's repossession and retention and any rights to repossess, retain or enforce the Company's rights in relation to the Goods and for any claims brought in by any third party.
- e. The customer acknowledges that the Company may allocate any monies it receives from the customer towards debts, charges and expenses (including legal costs) incurred by the Company) in any priority the Company determines to maintain the PMSI in the Goods.
- f. In addition to or as an alternative to its other rights that the Company may have for payment of the purchase price, if payment for the goods has not been made by the due date then in addition to other remedies under these terms of trade the Company may require that the customer execute an on-demand mortgage over the customer's land (whether the customer's land is the land to which the goods have been delivered or any other land owned by the customer) for the payment owed by the customer to the Company. The mortgage is to be in the form of the Auckland District Law Society mortgage all obligations form (approval number 1995/2007) and incorporating the provisions of memorandum registered under number 1995/4004.

6. **General Matters**

- a. The customer shall do all things necessary including sign all documents and provide all information necessary to provide to the Company any rights and security referred to in these terms of trade and to give effect to and protect the Company's rights under the Terms of Trade.
- b. The customer and the Company each agree that their respective addresses are as stated in the account application completed by the customer. Service may be validly effected on either party by leaving documents at the registered office or for the customer at the customer's last known delivery address or by post by registered letter addressed to that party at any such address or by delivering any document to any person who is named on any public register or in the account application as a director or secretary or principal of the customer. If the customer changes its address it shall notify the Company of the change of address and until it does so, service may be validly effected at the last address known to the company in accordance with this clause.

7. **Force Majeure**

The Company shall not be liable to the customer for any loss or damage directly or indirectly arising out of or in connection with any delay in delivery of the goods and services or failure to perform any term of this contract where such delay or failure is caused directly or indirectly by an act of God, fire armed conflict, labour dispute, civil commotion or intervention of a government.

_____ (the Customer) acknowledge that I/We have understood, accepted the above terms of trade, have retained a copy of the same and have received oral advice as to:

- a) The existence of a reservation of title clause (Romalpa clause) in the form contained in clause 5.
- b) The granting of a purchase money security interest and right to a mortgage if the customer defaults (clause 6).

Signed _____

Name _____

Occupation _____

Date _____



Truck wash Tauranga Ltd
64 Portside Drive, PO Box 4555
Truck Wash Tauranga Ltd