



# CREDIT APPLICATION

Momentum Tyres Limited, PO Box 94037, Manukau City, 2041 Email: accounts@momentumtyres.co.nz

## BUSINESS DETAILS

FULL BUSINESS NAME  
[Input Field]

POSTAL ADDRESS  
[Input Field]

PHYSICAL ADDRESS  
[Input Field]

PHONE  
[Input Field]

EMAIL  
[Input Field]

MANAGER  
[Input Field]

PURCHASING OFFICER  
[Input Field]

ACCOUNTS CONTACT  
[Input Field]

MANAGER MOBILE  
[Input Field]

PURCHASING OFFICER MOBILE  
[Input Field]

ACCOUNT CONTACT EMAIL  
[Input Field]

REQUIRE PURCHASE ORDER NUMBERS QUOTED?  Yes  No    EMAIL STATEMENTS?  Yes  No

GOODS AND SERVICES LICENSE NUMBER  
[Input Field]

## DIRECTORS/OWNERS

TYPE OF BUSINESS  
 Limited Liability Company     Sole Trader     Partnership

DIRECTOR/OWNER 1  
[Input Field]

DIRECTOR/OWNER 2  
[Input Field]

PRIVATE ADDRESS  
[Input Field]

PRIVATE ADDRESS  
[Input Field]

PHONE  
[Input Field]

MOBILE  
[Input Field]

PHONE  
[Input Field]

MOBILE  
[Input Field]

EMAIL  
[Input Field]

EMAIL  
[Input Field]

**IF LIMITED COMPANY:**  
All Directors/shareholders must sign below if the trading has been less than 12 months

**IF SOLE TRADER OR PARTNERSHIP**  
Date when trading commenced: [Input Field]

## TRADE REFERENCES

NAME 1  
[Input Field]

TOWN  
[Input Field]

PHONE  
[Input Field]

NAME 2  
[Input Field]

TOWN  
[Input Field]

PHONE  
[Input Field]

NAME 3  
[Input Field]

TOWN  
[Input Field]

PHONE  
[Input Field]

## TERMS AND CONDITIONS OF TRADING

### 1 TERMS OF TRADE:

- 11 I/we request Momentum Tyres Limited to provide credit to me/us on the terms set out in the relevant agreement between us.
- 12 I/we accept that for the purpose of obtaining credit Momentum Tyres Limited comprises the following legal entities:
  - 1.2a Momentum Tyres Limited
- 13 I/we agree to the payment terms of 30days from date of statement unless otherwise agreed upon in writing
- 14 I/we accept that if the above company provides credit to us the terms of this credit application shall apply to that provision of credit.
- 15 I/we agree that you have the right to charge interest in all outstanding monies.
- 16 I/we agree that you have the right to charge any costs incurred in collecting overdue accounts.

- 23 For the purposes of inspecting each item of goods or ensuring due compliance by the customer with the provisions of this contract, the Company and its agents are Irrevocably authorised to enter any premises where the Company believes the goods may be.
- 24 The customer will indemnify the Company on demand in respect of any costs (including legal costs), expenses or liability incurred by the Company in exercising its rights under this contract. Such costs (including legal costs), expenses or liability may be incurred as a result of (but without limitation):
  - 2.4a Any act or trespass.
  - 2.4b the customer's failure to pay for the goods in accordance with this contract.
  - 2.4c Removal of any goods pursuant to this contract
  - 2.4d Damage or loss in value (for example on sale or otherwise) of the goods.

- 34 In addition to the security Interest granted by the customer under clause 3.1, the customer also grants a security interest in all of its present and after acquired personal property as security for all money now and in the future owing by the customer to the Company under this contract.
- 35 If the goods are for the customer's business use, the customer agrees to the extent Part 9 of the PPSA applies, that it will have no rights under Part 9 I Enforcement of the PPSA. For example, but without limitation:
  - 3.5a the customer will have no rights under sections 114(1 Ila) Ito receive a notice of sale, section 117(1)(cl) (relating to distribution of surplus) and section 133 (reinstating this contract);
  - 3.5b the customer waives its rights under section 116 (to receive statement of account), section 119 (to recover surplus) and sections 120(21 and 121) to receive notice of any proposal to retain the goods and object to the proposal.

### 2 RETENTION OF TITLE:

- 21 Unless the customer has sold an item of goods in the ordinary course of its business, the customer will:
  - 2.1a Store the item in such a way that it is clearly identified as the property of the Company; and
  - 2.1b Keep full and complete records of the physical location of each item of goods from time to time and the ownership of each item of goods by the Company.
- 22 In the event of any doubt as to whether any goods in the possession of the customer belong to the Company or the customer, the Company's decision

### 3 PERSONAL PROPERTY SECURITIES ACT 1999:

- 31 The customer grants to the Company a security Interest in the goods and the proceeds of the goods and the customer acknowledges that this contract creates a purchase money security interest in the goods and the proceeds of the goods.
- 32 The customer will, if the Company requests, sign any documents (including any new contracts), provide all necessary information and do anything else required by the Company to ensure that the Company's purchase money security interest is a perfected security Interest.
- 33 The customer will not enter into any security agreement that permits any other person to register interest in respect of the goods or the proceeds.

- 36 The customer waives its right under the PPSA to receive a copy of any verification statement or financing change statement.
  - 37 The customer agrees that where the Company has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.
- For the purposes of this clause "PPSA" means the Personal Property Securities Act 1999.
- The expressions "personal property", "purchase money security Interest", "security agreement", "security Interest", "perfected security interest", "verification statement" and "financing change statement" have the meaning given to them under, or in the context of the PPSA.

## DECLARATION - Please fill out and sign the appropriate declaration

### FOR PROPRIETOR/PARTNER

By signing this application, I/we agree to the terms and conditions as slated above and accept liability for credit extended on this application and undertake to pay for all goods or services supplied by Momentum Tyres Limited

<p>NAME _____</p> <p>DESIGNATION _____</p> <p>DRIVERS LICENSE NUMBER _____</p> <p>DATE _____</p> <p>SIGNED _____</p>	<p>NAME _____</p> <p>DESIGNATION _____</p> <p>DRIVERS LICENSE NUMBER _____</p> <p>DATE _____</p> <p>SIGNED _____</p>
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### FOR LIMITED COMPANIES

As Director/Directors of the above company, I/we jointly agree to the terms and conditions as stated above, accept liability for credit extended on this credit application, and I/we undertake to pay for all goods or services supplied by Momentum Tyres Limited if the company fails to meet its obligations under this application.

<p>NAME _____</p> <p>DESIGNATION _____</p> <p>DRIVERS LICENSE NUMBER _____</p> <p>DATE _____</p> <p>SIGNED _____</p>	<p>NAME _____</p> <p>DESIGNATION _____</p> <p>DRIVERS LICENSE NUMBER _____</p> <p>DATE _____</p> <p>SIGNED _____</p>
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# CREDIT APPLICATION

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## PRIVACY ACT - ACKNOWLEDGEMENT

The acknowledgement is made by you to Momentum Tyres Limited so throughout you are referred to as I/we or us/we. The "Credit Applicant" is the limited company, sole trader or partnership person named overleaf who/which is applying for credit from Momentum Tyres Limited.

To: Momentum Tyres Limited, PO Box 97034, Manukau City2041 Re: The

Privacy Act

- 1 Momentum Tyres Limited presently has, and/or is authorised by us/me to collect, retain and use, personal information about us/me ("Information") for the purpose of assessing the credit application overleaf and/or the ongoing creditworthiness of the Credit Applicant. The information may be collected by Momentum Tyres Limited (either in the credit application or otherwise) or from any other source available to Momentum Tyres Limited, including, but not limited to, any credit referral agency, our/my hands, and the Credit Applicant's banks (present and past), the referees nominated in the credit application overleaf and any other supplier of goods or services to the Credit applicant or other persons or companies with whom the Credit applicant is or has been associated.
- 2 We/I are/am aware that in the event that the information is not supplied or is not satisfactory to Momentum Tyres Limited then the credit application overleaf will not be accepted by Momentum Tyres Limited or will be terminated, as appropriate.
- 3 We/I are/am aware that the information will be held by Momentum Tyres Limited at the address above and any other premises occupied by Momentum Tyres Limited and will be accessible to Momentum Tyres Limited employees and other persons engaged by Momentum Tyres Limited for the purposes of credit referral or credit enforcement work.
- 4 Momentum Tyres Limited is authorised to disclose all or any part of the information to credit referral agencies and other suppliers or potential suppliers of trade credit to the credit applicant, or any other person or companies with whom the credit applicant is or has been associated.
- 5 Momentum Tyres Limited shall retain the information until such time as:
  - 5.1 All money owed to Momentum Tyres Limited by the credit applicant (or any other persons or companies with whom the credit applicant is or has been associated) has been repaid to Momentum Tyres Limited.
  - 5.2 Momentum Tyres Limited believes that the credit applicant (and all other persons or companies with whom the credit applicant is or has been associated with) no longer required credit facilities with Momentum Tyres Limited.
- 6 I/We are/am aware of our/my rights under the Privacy Act 1993. I/we realise the privacy act gives us/me a right to view information Momentum Tyres Limited holds on us/ me and to request correction of any information which is incorrect. I/we am/are also aware that I/we have a right to be kept informed of action taken in response to any such request and/or to request that there be attached to the information a statement which we/I may supply to Momentum Tyres Limited relating to the fact that I/we have requested a correction. I/we agree to pay Momentum Tyres Limited all reasonable charges requested by Momentum Tyres Limited in relation to the time and attendances involved in complying with our/my request in this regard.

### ACKNOWLEDGMENT

By signing below you are telling Momentum Tyres Limited that you have read and approved of the Privacy Act acknowledgement.

NAME		NAME	
<input type="text"/>		<input type="text"/>	
DESIGNATION		DESIGNATION	
<input type="text"/>		<input type="text"/>	
DATE	SIGNED	DATE	SIGNED
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

## FOR OFFICE USE ONLY

CREDIT APPROVER	DATE	SIGNATURE
<input type="text"/>	<input type="text"/>	<input type="text"/>
1.	<input type="text"/>	
2.	<input type="text"/>	
3.	<input type="text"/>	