

Roadrunner Manufacturing (NZ) Ltd

Credit Account Application



COMPANY CONTACT

Full Company name: _____ Phone: _____

Trading name (If applicable): _____

Address of registered office: _____

Postal address: _____ Post code _____

Delivery address: _____

_____ Post code _____

Phone: _____ Email: _____

Type of business: _____

DIRECTORS/PARTNERS (ALL):

Company Registration No: _____ Number of years trading: _____

Full Name: _____ Phone: _____

Full Name: _____ Phone: _____

Full Name: _____ Phone: _____

ACCOUNTS CONTACT:

Name of Main Accounts contact: _____ Phone: _____

Email: _____

PURCHASING CONTACT:

Name of Main Purchasing contact: _____ Phone: _____

Email: _____

Email address for Invoices/Statements: _____

PROFESSIONAL ADVISORS:

Accountant: _____

Solicitor: _____

Accept Electronic Marketing: Yes No

Email for Marketing: _____

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TO BE READ IN CONJUNCTION WITH AND PART OF THE TERMS AND CONDITIONS OF TRADE ATTACHED

1. I hereby make application for a credit account to be opened with Roadrunner Manufacturing (NZ) Limited in the name of the applicant. I/We hereby authorise you to disclose the above details to any third party for credit references or debt recovery purposes.
2. I/We acknowledge we have read and accepted the terms and conditions of trade attached and in particular we agree to pay all accounts due in full by the 20th of the month following the date of invoice. I/We understand that failure to do so renders us liable for default interest as set out in clause 4.2 (b) of the attached terms and conditions of trade.
3. I/We agree that the pending payment in full the applicant holds the goods as bailee at Roadrunner Manufacturing (NZ) Limited will retain ownership in the goods or any proceeds of on-sale (as detailed in full in clause 4 of the attached terms of trade).

I warrant the truth and accuracy of the above information supplied and am authorised to agree to accept these terms and conditions on behalf of the applicant (Purchaser).

Signed: _____ Title: _____

Name (print): _____ Date: _____

Roadrunner Manufacturing (NZ) Limited – Terms and Conditions of Trade

1 DEFINITIONS

1.1 "Roadrunner" shall mean Roadrunner Manufacturing (NZ) Limited, any success or assignees or any person acting on behalf of and with the authority of Roadrunner.

1.2 "Customer" shall mean that person, Trust, Company or any other entity named in any quotation, order, invoice or any other documentation in relation to the work to be performed by Roadrunner. For Clarity if there is more than one person named, these persons are jointly and severally liable for the payment of any invoice produced by Roadrunner.

1.3 "Works" shall mean all and any labour and all materials supplied by Roadrunner to the Customer and included any products supplied to the Customer and described on any invoices or other form provided by Roadrunner to the Customer and any advice or recommendations provided in furtherance of the Works.

1.4 "Price" shall mean the monetary value stated on any invoice, quotation, or other documentation produced by Roadrunner and given to the customer in accordance with clause 3 of this contract.

2 TERMS OF CONTRACT

2.1 Any Works completed by Roadrunner or supplied to the Customer shall be subject to these terms of trade unless Roadrunner agrees in writing to an alteration.

2.2 If the Customer changes by virtue of nomination, sale or otherwise, the Customer agrees to obtain an undertaking from the changed party that they will be bound to the terms and conditions of these terms of trade as if they were the original Customer. Notwithstanding anything else in this agreement, the Customer shall be liable to Roadrunner for the full payment of any invoice supplied or given under any agreed Works as if they were the person or entity that the works were finally completed for.

3 PRICE

3.1 Unless otherwise agreed in writing all freight, insurance, delivery and travel charges will be additional to any price quoted. Unless otherwise agreed in writing, Roadrunner may alter any quoted price prior to delivery of goods to you or before completion of repairs or services, by us, if our cost fluctuates materially. We may withdraw any quotation before it is accepted, and in any event any quotation will lapse 30 days after it is given without prior notice unless otherwise agreed in writing. GST will be payable by you as an additional amount on all prices and charges.

3.2 The price for goods and services will be either quoted to you in writing or, if no written quote is provided, pursuant to our standard charges applying at the time.

4 PAYMENT

4.1 Unless otherwise agreed in writing you must pay for goods/services on or before the 20th of the month following the date of invoice relating to those goods or services.

4.2 If full payment of goods or services is not made on the due date, then without prejudice to any other remedies available to Roadrunner;

(a) Roadrunner may cancel or withhold supply of further goods or services.

(b) Interest on monies overdue shall be charged on a daily basis and be calculated by adding 7.5% per annum to the overdraft rate payable by Roadrunner to our bankers at the time of and during such default, and the interest shall continue to accrue both before and after judgment. You shall be responsible for all costs incurred by Roadrunner in recovering such monies.

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4.3 We shall have a full right of set-off with respect to amounts owed by you to us under these terms of trade, in relation to any monies owing by us, or any of our related companies to you howsoever arising. Your obligation under these terms of trade shall be to pay the full amount owing under these terms of trade free of all deductions or rights of set off.

5 OWNERSHIP

5.1 Ownership in the goods shall not pass upon delivery but shall remain with Roadrunner until full payment for all monies owing by you, to Roadrunner have been made. Until all monies have been paid.

- (a) You hold the goods supplied as fiduciary for Roadrunner and will deal with them as agent for and on behalf of Roadrunner (but will not hold yourself out as our agent to any third parties).
- (b) You shall store Roadrunners goods separately consistent with the goods being our property, and ensure such goods are able to be separately identified.
- (c) If you resell the goods supplied the proceeds of any resale will belong to Roadrunner, and you will pay the same into a separate account for which separate records are kept, and all claims which you hold against third parties will be handed over to Roadrunner.
- (d) You irrevocably give Roadrunner and Roadrunner's agents the right to enter your premises, to remove any of the goods supplied and resell them.
- (e) If any of the goods supplied are incorporated in or used as material for other goods, provided these goods retain their separate identity to the extent that they can be separated out of the other goods, they remain our property. You specifically authorise us to retake possession of the goods.
- (f) The customer agrees to sign any documentation provided by Roadrunner to enable Roadrunner to register a financing statement or financing charge statement on the Personal Property Securities Register.
- (g) The customer agrees to reimburse Roadrunner for all expenses incurred in registering a financing statement or a financing charge statement on the Personal Property Securities Register or any release thereof.
- (h) The Customer waives its right as a debtor under sections 116, 120 (2), 121, 125, 126, 127, 129, 131 and 132 of the Personal Property Securities Act 1999 ("PPSR").
- (i) Unless otherwise agreed to in writing by Roadrunner the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSR.
- (j) The Customer shall unconditionally ratify any actions undertaken by Roadrunner under this clause.

6 LIENS

6.1 All goods delivered to or in Roadrunner possession, for repair or servicing are subject to a lien for any sums owing by you to Roadrunner, for repairs or servicing carried out on the goods. Where Roadrunner retains a lien over any of your goods and you are more than three months overdue with any monies owing, Roadrunner without further notice may sell the goods in such a manner and such terms as Roadrunner think fit, and may from sale proceeds repay the amounts owing to Roadrunner for work done, and any expenses of the sale.

7 RISK AND DELIVERY

7.1 Unless otherwise agreed, you shall be responsible for the cost of and arranging transportation of all goods. If Roadrunner is delivering the goods to you, Roadrunner will use our best endeavors to see that deliveries are made according to schedule but shall not be responsible for delivery delays due to causes beyond our control.

7.2 Risk in respect of the goods sold shall pass to you when the goods are delivered to you or your carrier, or the time you pay for the goods, whichever is the earlier. Risk in the goods in our possession for servicing, remains with you. It is your responsibility to insure the goods, even if we have arranged transportation of the goods.

8 WARRANTIES

8.1 Roadrunner warrants its manufactured products to be free of defects in workmanship and material for a period of one year from the date of invoice. Roadrunner warrant all goods have been manufactured in accordance with the usual practices of the industry, subject to clauses 7.2 and 8.2 except to the extent of written warranties given by Roadrunner to you, all other warranties and responsibilities in respect of goods sold or services supplied are excluded, including (to the extent permitted by law) those expressed or implied by law. When Roadrunners written warranty conflicts with clauses 7.2 and 7.3 as applicable shall apply.

8.3 Roadrunner shall not be liable:

- (a) Where you have altered or modified the goods, miss-applied the goods, or have suppressed them to any unusual or non-recommended use, servicing or handling.
- (b) For loss caused by factors beyond our control. Roadrunner will take all reasonable care for material supplied but will not be responsible for any transit damage, material defects, hidden or otherwise, or the suitability of the product for its end use. Roadrunner will immediately inform the customer of any concerns it has over material supplied.
- (c) For any indirect or consequential loss of any kind.
- (d) For any second-hand goods.
- (e) Where the terms of any written warranty for have not been complied with, or any manufacturers handbook provided to you have not been complied with.

8.4 Our total liability under any warranty for defective or damaged goods supplied by Roadrunner in relation to the provision of services are limited at our option to either:

- (a) Replacing or repairing the defective or damaged goods: or
- (b) Refunding the price of the defective or damaged goods or provision for service.

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8.5 In the event of a short delivery or errors in dispatch which would be apparent by inspection on delivery, Roadrunner will accept no liability unless notified by you in writing within five days of delivery.

8.6 Where you return defective goods, you can claim for any reasonable freight charges. Where we elect to repair defective goods, we will use all reasonable endeavors to repair the goods, as soon as possible, but will not be liable for any delay in completing the repairs.

8.7 ALL WARRANTY WORK TO BE CARRIED OUT BY THIRD PARTIES AND SERVICE AGENTS MUST BE APPROVED BY US BY WAY OF A COMPANY ORDER NUMBER BEFORE THE REPAIR WORK COMMENCES.

9 GOODS FOR CREDIT (EXCLUDING WARRANTY)

9.1 Where goods are being returned to Roadrunner for credit, other than clause 8.5, they must be returned within 30 days from the date of invoice in the same condition they were supplied. Goods returned after the 30-day period will result in a \$20 or 20% restocking fee whichever is larger to a maximum of \$250. Goods procured on behalf of the customer are non-returnable. Custom manufactured products are non-returnable.

10 GENERAL TERMS

10.1 MEDIATION

If a dispute arises, the parties will try to settle the dispute by mediation before resorting to litigation or arbitration. Any party may initiate mediation by giving written notice to the other. Mediators should be agreed upon by the parties, but if the parties cannot agree on one within seven days after the mediation has been initiated, then the mediator shall be appointed by the chairperson of the New Zealand chapter of lawyers engaged in alternative dispute resolution.

- (a) Roadrunner and the Customer shall first endeavor to resolve any dispute or difference by agreement and if they agree by mediation.
- (b) Unless any dispute or difference is resolved by mediation or other agreement within 30 days of the dispute or difference arising, the same shall be submitted to the arbitration of one arbitrator who shall conduct the arbitral proceedings in accordance with Arbitration Act 1996 or any other statutory provision then relating to arbitration.
- (c) If the parties are unable to agree on the arbitrator, an arbitrator shall be appointed, upon the request of any party, by the president or vice-president of the New Zealand Law Society. That appointment shall be binding on all parties to the arbitration and shall be subject to no appeal. The provisions of article 11 of the first schedule of the Arbitration Act 1996 are to be read subject to this and varied accordingly.

10.2 CANCELLATION

You may not cancel any order of goods or part of it without Roadrunners written consent. If you do so, in addition to any other rights Roadrunner may have, Roadrunner may retain the deposit paid. Roadrunner shall have the right to cancel any orders for goods which we have accepted, if due to circumstances beyond Roadrunners control it would be impractical or unreasonable to fill the order, if any information supplied by you is materially incorrect, or if in any opinion a satisfactory servicing or repair cannot be achieved.

10.3 WAIVER OR VARIATION

Waiver or variation of these terms of trade by Roadrunner will only be effective if given in writing by an authorised person. If Roadrunner waive any of these terms of trade the waiver will not affect Roadrunners rights under these terms of trade at any future time.

10.4 GOVERNING LAW

These terms of trade will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand courts will have non-exclusive jurisdiction in respect of all matters between us.

10.5 THE PRIVACY ACT

You and any guarantor (if relevant) authorise Roadrunner to collect and hold personal information from any source we consider appropriate to be used for the purpose of determining credit worthiness, for communicating promotional activities and product information, for debt collection purposes, or any related purpose. You further authorize Roadrunner to disclose personal information held by Roadrunner for the purposes set out above to any other parties. You understand that you have a right of access and may request correction of personal held by us about you. Under section 9.6 consumer guarantees act (CGA). If the CGA applies, these terms and conditions shall be read subject to your rights under the CGA, provided that where you are acquiring goods or services for the business purposes the CGA shall not apply. Where you are acquiring goods for resale to non-domestic users, you shall ensure your terms of trade contract out of the CGA.

ROADRUNNER OFFICE TO COMPLETE:

ACCOUNT #: _____

APPROVED BY: _____

SORT KEY : _____

DECLINED BY: _____

TERMS APPROVED : _____

ACCEPTS ELECTRONIC MARKETING? YES: NO

ACCEPTANCE LETTER SENT: _____

DATE: _____