



PATCH RUBBER TYRE & TUBE



3/65 Marsden Street
Lower Hutt, Wellington
Ph: 04 939 7400 Fx: 04 939 7403
email: wgt@patchrubber.co.nz

Head Office: PO Box 21-549, Henderson, 0650
21 Aetna Place, Henderson, Auckland
Ph: 09 837 2481 Fx: 09 837 4000
email: akld@patchrubber.co.nz

3/17 Watts Road
Sockburn, Christchurch
Ph: 03 341 5520 Fx: 03 341 5521
email: chch@patchrubber.co.nz

CREDIT APPLICATION FORM

BUSINESS TRADING NAME:

LIMITED COMPANY NAME:
(IF APPLICABLE)

POSTAL ADDRESS:

DELIVERY ADDRESS:

PH: BUSINESS: **PRIVATE:**

FAX:..... **MOBILE:**

Email:

**FULL PERSONAL NAMES
AND ADDRESSES OF
OWNERS/DIRECTORS**

CONTACT NAME FOR PURCHASES:

CREDIT REFERENCE:
(1) **PHONE:**
(2) **PHONE:**

TERMS & CONDITIONS OF SALE ON REVERSE (PAGE 2) ACCEPTED:

SIGNATURE:..... **DATE:**

EVERYTHING FOR THE TYRE DEALER

PATCH RUBBER TYRE & TUBE CONDITIONS OF SALE

1. The price of the goods is due and payable 20th month following purchase date.
2. Delivery of possession of the goods to the customer is made on the express condition that the ownership is reserved and the legal and equitable title to and property in that the goods shall not pass to the customer unless and until payment is made for the goods and for all other goods supplied by the company to the customer. If such goods are sold by the customer prior to payment therefore then the proceeds of sale thereof shall be the property of the company and the customer shall not receive proceeds for its own account but shall account for them to the company as a fiduciary at all times keep such proceeds of sale separate from the customer's own money.
3. Until the goods are sold by the customer or property in the goods passes to the customer, the customer shall:
 - (a.) Clearly designate the goods as the company's property and store the goods in such a way they are clearly identified as the property of the company; and
 - (b.) Keep full and complete records of the physical location of the goods from time to time and the company's ownership of the goods; and
 - (c.) Preserve the goods in their present form (fair wear and tear accepted).
4. Notwithstanding that the property in the goods shall remain with the company until the payment as aforesaid, risk in respect of the goods delivered shall - pass to the customer upon delivery.
5. So long as any moneys are owing to the company by the customer for any goods supplied at any time the company shall be entitled, at any time and from time to time, to recover and retake possession of all or any part of the goods the property of the company and otherwise exercise in relation to the goods any rights (including reselling the goods as owner) whether as owner and/or unpaid seller or otherwise (whether conferred by common law, contract, statute or otherwise) and for such purposes of (or the purposes of inspecting the goods or ensuring due compliance by the customer with the provisions of this agreement, the company and its agents are hereby irrevocably authorised to enter any premises of the customer or any third party. The exercise of the company of any rights pursuant to this clause or otherwise shall be without prejudice to any other rights or remedies which the company may have.
6. No failure on the company's part to exercise, and no delay on the company's part in exercising, any right or remedy hereunder shall operate as a waiver hereof. The rights and remedies provided in these conditions are cumulative and not exclusive of any other rights and remedies provided by law.
7. These conditions need not be construed as the entire agreement between parties but shall override any terms or conditions inconsistent with these conditions.
8. The company shall be entitled to charge interest on the overdue accounts, together with actual costs (legal or otherwise) of enforcement of payment of overdue accounts. Interest shall be calculated on a daily basis at a rate of 7% above the rate charged on the company's overdraft from time to time and shall be paid on demand.