



Truck Sales | Parts | Truck Service

Palmerston North (06 355 9192)

Napier (06 843 0538)

Wellington (027 443 5895)

## CREDIT APPLICATION FORM

### Applicant Details

Type of Business (Please tick one box):  Sole Trader  Partnership  Company  Trust

Legal Name:

Full Trading Name:

Nature of Business:

Phone:  Fax:  Mobile:

Business Address:

Postal Address:

Accounts Payable Email:

Website:

Number of Years Established:  Company Registration Number:

Accountant:  Solicitor:

### Proprietor/ Partner/ Director/ Trustee Details (Hereinafter referred as an "Applicant")

1. Full Name:

Residential Address:

Residential Phone:  Date of Birth:

2. Full Name:

Residential Address:

Residential Phone:  Date of Birth:

**Credit References** (Please do not provide details of oil companies, banks or other financial institutions)

Name:

Phone:  Account Number:

Name:

Phone:  Account Number:

Name:

Phone:  Account Number:

**Terms and Conditions**

**1. General Terms**

The following Terms and Conditions will apply in respect of the provision of any goods by First Commercials Ltd.

**2. Terms of Sale**

2.1 Any credit granted should be on the basis that the price should be paid in full without deductions not later than the 20th of the month following the date of invoice. The customer hereby agrees to pay the accounts by the 20th of the month following date of invoice and that if unpaid by the 30th of the month following, the customer agrees to pay interest at 2% per calendar month until the account is settled in full.”

2.2 Without prejudice to its other rights, the company shall be entitled to withhold delivery until payment, if it considers the Applicant’s credit worthiness to be unsatisfactory.

2.3 Returns other than of non-complying goods are solely within the discretion of First Commercials Ltd. Materials and goods cut to the Applicant’s or buyer’s specifications are non-returnable.

2.4 The Applicant acknowledges that First Commercials Ltd, unless expressly agreed in writing, will own all of intellectual property rights relating to the goods and all rights and title to any actual or possible improvements in the goods or intellectual property.

2.5 Where parts are to be returned for credit this must be done within 14 days, they must be returned in the same condition in which they were supplied. Any damaged parts will be deemed sold.

2.6 The price listed is based upon rates and conditions ruling at the date of supply unless otherwise specified in writing. The price will be agreed between the parties. In the absence of any agreement between the parties, the Company’s standard prices for goods are accepted.

**3. Retention of Title**

3.1 It is expressly agreed that ownership is reserved and legal and equitable title to and property in all goods supplied or agreed to be supplied by First Commercials Ltd is and remains vested in First Commercials Ltd until payment in full has been received by First Commercials Ltd in respect of such goods and all other moneys owing.

3.2 First Commercials Ltd may retake possession of the goods or any item of which the goods form part at any time prior to payment in full being received for those goods. The reservation of the title and ownership is effective whether or not the goods have been altered from their supplied form or mixed with other goods.

3.3 The Applicant grants the company the right to enter onto any place where such goods are located, or thought to be located, at any time to take and resell any goods. First Commercials Ltd reserve right to retain the proceeds from such sales. First Commercials Ltd will not be liable for any damage, loss, liability, expense or cost whether direct or indirect, consequential or incidental suffered by the Applicant as a result of First Commercials Ltd entering in this way.

**Customer Declaration**

Has any Applicant mentioned above ever been bankrupt, insolvent or made any arrangement with or assignment for the benefit of his/her creditors?

Yes

No

Has any person, mentioned as a Director or Trustee of the Applicant, ever been associated with a company/trust within the last five years as a Director, Secretary, Trustee or other office-holder, which has gone into liquidation, or made any arrangements with or assignment for the benefit of their creditors?

Yes

No

1. I/We hereby make application for a credit account to be opened in the name of the above company or person.
2. I/We hereby give consent to enquire under the privacy act for any information regarding credit status.
3. I/We hereby agree to pay the accounts by the 20th of the month following date of invoice.
4. I/We personally guarantee to pay the amount owed to First Commercials Ltd if the company fails to make payment in full.
5. I/We hereby agree that if a Debt Collector or Solicitor is instructed the company reserves the right to charge all costs for recovery of any unpaid debts.
6. I/We have read and understand the Terms and Conditions as detailed herein.
7. I/We hereby agree to and accept these Terms and Conditions and understand and accept the possible penalties and consequences of failure to do so.

Full Name:

Position/Title:

Date:

Signature:

Please return this form to the email address: [office@firstcommercials.co.nz](mailto:office@firstcommercials.co.nz)

**Office Use Only**

Account number: \_\_\_\_\_

Date approved: \_\_\_\_\_

Approved credit limit: \$\_\_\_\_\_

Comments: \_\_\_\_\_