



To be a profitable and efficient supplier of high quality transportation services that enhances the reputation of our customers

TRANZNORTH LTD

Northport Coolstores, Whangarei P: 09 4302581 F: 09 4302583 E: admin@tranznorth.co.nz
www.tranznorth.co.nz

Credit Application

Full Business Name: _____

Business Postal Address: _____

Business Physical Address: _____

phone: _____ mobile _____ email: _____

Bank & Branch: _____

Accountant: _____ Solicitor: _____

Type of Business: (Circle one) Ltd Liability Company Sole Trader Partnership

If Limited Company:

Paid up Capital: \$ _____ Date of incorporation; _____

Directors: _____

If Sole Trader or Partnership: Owners/Partners names:

Credit References:	Name	Location	Phone
1/	_____	_____	_____
2/	_____	_____	_____

I / We have read and agree to Tranznorths Standard Terms and Conditions of Trade, which apply to this account, including that interest can be charged on overdue amounts at 2% per month or part month, and all debt collection costs are payable by the debtor:

Date: _____ Signed: _____ Proprietor/Partner/Director/Officer

Please print full name(s): _____

For Ltd Companies: As directors for the above company I/We jointly and severally accept liability for credit extended on this credit application and we undertake to pay for all goods or services by you if the company fails to meet its' obligations under this application.

Date: _____ Signed: _____ Shareholder/Director(s)

Please print full name(s): _____

Standard Terms and Conditions of Trade

Interpretation

These conditions are entered into on behalf of and are intended to bind and be for the benefit of the Company and the Company's successors and assigns.

In these conditions:

- "The Company" or "Us" or "We" means Tranznorth Ltd.
- "The Customer" or "You" means the person, firm or company buying the goods and services from the Company.
- "Goods" and "Services" means the goods and services provided by the company for the customer which are the subject of the contract.
- The contract price means the price of the goods and services agreed between the Company and the Customer, subject to clauses 2 and 3.
- FAF means fuel adjustment factor, which is charged as a surcharge on all invoiced amounts, at a variable rate depending on the degree to which fuel costs are higher than the base rate, established by Tranznorth from time to time.

Price

1. Stated or quoted prices are exclusive of GST and FAF, are based upon rates and costs as at the date of the contract, or where the contract arises from a quotation given by the Company, as at the date of quotation.
2. In the absence of any prices being agreed in writing, the prices and rates charged shall be those We consider reasonable in all of the circumstances.
3. Prices may be increased by the amount of any increase in the cost of any such items or any factors (including any change in regulations, tax, exchange rates and fuel costs) affecting the cost of supply, production and or delivery of goods or services between the above mentioned date and the date of delivery.
4. Prices may be altered by the company without notice, although reasonable notice will generally be given.
5. FAF surcharges shall never be less than zero percent.
6. Unless freight is charged by weight or cube, then any carton or tie consignment in excess of 0.1 cubic metres or 20kg will be charged as two cartons or ties. Other rules around labelling, documentation, packaging and maximum weights and dimensions shall be available on our website and are subject to change from time to time.

Payment

7. The customer must pay for the goods and services in cash and in advance, unless and until a credit account has been opened, in which case payment is due in full by the 20th of the following month (or in some cases in seven/fourteen days) which ever has been agreed upon by the company and the customer, following issue of a tax invoice by the company, time being of the essence ('the due date').
8. Interest maybe charged on any amount owing after the due date at the rate of 2% per month or part month, compounding.
9. If the company considers credit of the customer to be unsatisfactory it may require security for payment and or suspend performance of its obligations under the contract. The company may also issue demand for all money outstanding.
10. The customer will pay all costs, expenses and disbursements (including legal costs on a solicitor/client basis) incurred by the Company in relation to obtaining payment of any amount outstanding.
11. The customer is not entitled to any setoff, or to withhold payment or to make any deductions from the contract price without the prior written consent of the company. Receipt of a cheque or bill of exchange or other negotiable instrument by the Company will not constitute payment and the customer remains liable for the full contract price until such negotiable instrument is paid in full. We may allocate any receipt to any outstanding invoice, as We see fit.

Customer to initial:

12. All goods are subject to a particular and general lien for money due in respect of goods and services provided and for any other monies due by You to Us. The lien will continue until all monies owing by You to Us have been paid in full.

Risk & Delivery

13. Unless otherwise agreed in writing, all freight and services are undertaken at Limited Carriers Risk.
14. Delivery is to be made at the place indicated in the contract or if no place is indicated in the contract the delivery address of the customer. If the customer fails or refuses to take or accept delivery then the goods are deemed to have been delivered when the company is willing to deliver them. The customer shall be responsible for the cost of the delivery.
15. If we make delivery to (or collect from) unattended premises, or the consignee allows our driver or agent to sign for the delivery, then we will not be liable for any loss or damage resulting or arising, to either the goods or the premises or any property thereon.
16. Risk or loss or damage to the goods is to be borne by the customer from the date of delivery of the goods. Although the company will endeavour to meet any stated delivery date, it is not liable for, and the buyer is not entitled to cancel its order for non-delivery or late delivery howsoever caused.
17. In the instance that there may be a discrepancy of delivery temperature a calibrated insertion probe must be used, before the goods leave the temperature controlled zone, taking care to measure the product temperature as opposed to packaging or air.
18. Tranznorth accepts no rejections or claims where "laser" (IR) Probe was the only method of a temperature check.
19. Whilst the ideal temperature for most chilled product is 4°C and frozen product is -18°C the industry standard is that chilled product delivered between 0.1°C and 7°C or frozen product delivered colder than -13°C will be accepted. Tranznorth will not accept liability for any rejections for product delivered within these temperatures.
20. We will have no liability unless a written claim supplying all required particulars is received by Us within seven days from date of delivery, or in the case of non-delivery, or non-collection, within fourteen days of the date of dispatch, and unless you assist us in fully investigating the events leading to the claim.
21. No claim may be brought for any reason unless the action is properly brought within 6 months of the date on which the cause of action occurred.
22. In all cases of claims, the amount owing for Freight remains payable and no claim will be paid by Us unless the freight costs have been paid for by You. We reserve the right to offset any unpaid freight against the value of the claim.

Liability

23. All goods and services are sold subject to all conditions and warranties implied by law being excluded to the extent they can be excluded. To the extent permitted by law the company will not be liable, in law or tort, to the customer for loss, either direct, indirect or consequential, caused by anything beyond the company's reasonable control, or loss suffered by the customer which may be caused by breach of these terms, our negligence, or any other act of omission of the company.
24. If the company is liable then the liability is limited to the value of the goods or services supplied, subject always to Carriers Limited Risk limitations. The company will not accept responsibility for any defective goods including latent defects, unless the customer notifies the company of the defect within seven days of their receiving the goods and allows the company to investigate the customer's claim.
25. Under no circumstances will We be liable for loss or damage arising from (either directly or indirectly) Force Majeure, Act of God, fire, flood, earthquake, tsunami, war, terrorism, epidemic, riot, strike or interruption of energy or fuel supplies.
26. Where You are in trade, the Consumer Guarantees Act 1993 shall not apply.
27. You agree to indemnify Us against any loss, damage or cost arising from any failure to correctly store, describe, consign, package or load any consignment.

Customer to initial:

Acceptance

28. Where these conditions of sale form part of a written quotation the quotation is open for acceptance for a period of 30 days from the date of quotation. The quotation may be withdrawn by the company at any time before acceptance. Acceptance occurs on receipt by Us of the customers written acceptance of quote.

Assignment

29. We may assign our rights and obligations upon giving you seven days notice in writing.
30. You may not assign your rights and obligations in terms of these terms and conditions or any other agreement between us.

Privacy Act and Use of information

31. The company may obtain and retain information about the customer (in terms of the Privacy Act 1993) from the customer or any person (including any credit or debt collection agency) and the customer consents to any person providing that information for the purpose of assessing creditworthiness. The customer must provide the company with the true and correct information and must notify the company of any change in circumstances that may affect the accuracy of the information provided.

Review and Termination

32. These terms and conditions may be reviewed and changed by us from time to time. These changes will take effect from the earlier of: 48 hours after We make the changes public on our website, or – when we notify you, including by email.
33. In the event that no expiry date is specified, then either party may terminate this contract by giving not less than one months written notice to the other, unless a party is in breach, becomes insolvent, or enters into receivership or liquidation, in which case immediate termination can be given in writing.
34. The exception to clause 33 is where We have agreed with You that the pricing and general service we have agreed to is subject to a minimum exclusive term, whereby you undertake not to use any other Carrier to perform these services unless we are in material breach. In that case the term and other information should be recorded below, if not separately described in writing:

Commencing:

Term:

Review Date:

Conditions, discounts, and general:

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35. If this contract is not formally reviewed or terminated, it is deemed to roll over, with a minimum notice period for any materiel change being 90 days.
 36. Any change in freight volumes exceeding 20% of those applying at the commencement of the contract OR any significant change in the operational requirements that add cost and time to the work, shall trigger a review of rates by Us at our sole option.

Customer to initial:

Disputes

- 37. Acting in good faith at all times, all parties will attempt to resolve any dispute by written and face to face discussions. If the dispute remains unresolved within 21 business days of it being raised in writing, then the parties will submit it to mediation. If they cannot agree on a mediator, one will be appointed by AAMINZ. Costs are to be shared equally, unless the Mediator is of the view that one parties conduct has caused more cost than necessary to be incurred, in which case that party shall pay a greater share of the cost, as determined solely by the Mediator.
- 38. The two exceptions to Clause 31 will be: 1/ If the dispute can be referred to the Disputes Tribunal, or 2/ If urgent interlocutory relief is required, in which case the dispute should still be subject to mediation in the first instance.

Variations

- 39. All variations or amendments to this contract shall be in writing.

Execution:

I acknowledge that I/We have had an opportunity to obtain independent advice and that I/We are an authorised person or am otherwise entitled as an owner or officer to sign this contract, thus committing the entity involved to the terms and conditions herein.

Signed by (name(s)) _____ Date _____

Signature(s): _____ (customer)

Signed by (name(s)) _____ Date _____

Signature(s): _____ (customer)

Office use only:

T&C's correctly initialled and signed without alteration: _____

Terms Approved: (circle) CASH 7 days 14 days 20TH of Month

Approved by Manager, set up in system. _____