

# ONLINE B2B CREDIT ACCOUNT APPLICATION

AUTOSTANCE LIMITED | NEW ZEALAND B2B USE

Implementation specification and customer-facing wording for an electronic application. Required fields should be enforced by the web form and the completed application retained with timestamp, IP/audit data, Terms version and signature record.

## ONLINE FORM - APPLICANT DETAILS

|                                |                      |
|--------------------------------|----------------------|
| Legal entity name              | <input type="text"/> |
| Trading name                   | <input type="text"/> |
| NZBN                           | <input type="text"/> |
| Company / incorporation number | <input type="text"/> |
| Entity type                    | <input type="text"/> |
| Business start date            | <input type="text"/> |
| Nature of business             | <input type="text"/> |
| Physical / registered address  | <input type="text"/> |
| Accounts payable contact       | <input type="text"/> |
| Accounts email                 | <input type="text"/> |
| Phone                          | <input type="text"/> |
| Estimated monthly spend        | <input type="text"/> |
| Requested credit limit         | <input type="text"/> |
| PO required                    | <input type="text"/> |

## DIRECTORS / OWNERS / TRUSTEES

Require at least one controlling person and allow additional entries: full legal name, position, residential address, mobile/email. For a trust, request trustee names and the trust's full legal name.

## TRADE REFERENCES

Require two established trade references: business name, contact person, email and telephone. Autostance may waive this requirement for approved applicants.

## MANDATORY ONLINE ACKNOWLEDGEMENTS

- ☐ I confirm I am authorised to bind the Applicant.
- ☐ I confirm the information supplied is true, complete and not misleading.
- ☐ I confirm the Applicant is acquiring the goods/services in trade for business purposes.

- ☐ I have opened/read and agree to the Autostance Limited Terms of Trade (display version/date and permanent PDF link).
- ☐ I authorise Autostance to make the credit, trade-reference, identity, security and debt-recovery enquiries described in this application and Terms.
- ☐ I consent to receiving contractual information and signing this application electronically.

|                             |                      |
|-----------------------------|----------------------|
| <b>Applicant signatory</b>  | <input type="text"/> |
| <b>Position</b>             | <input type="text"/> |
| <b>Electronic signature</b> | <input type="text"/> |
| <b>Submission record</b>    | <input type="text"/> |

## ONLINE APPROVAL WORKFLOW

1. Customer submits application and receives an emailed PDF/copy of the completed application and Terms accepted.
2. Autostance reviews identity/entity details, trade references and credit information.
3. If a personal guarantee is required, send the separate Guarantee and Indemnity below for an explicit second signature. Do not rely on a general Terms checkbox alone.
4. Approval notice states the approved credit limit and payment terms. Credit is not available until Autostance sends approval.
5. Store the signed record, Terms version, timestamps and audit trail with the customer account.

## PERSONAL GUARANTEE AND INDEMNITY

**IMPORTANT - PERSONAL LIABILITY:** By signing this section, the Guarantor may become personally liable for the Customer's debts. Independent legal advice is recommended before signing.

In consideration of Autostance Limited approving or continuing credit or supplying goods or services to the Customer, each person signing as Guarantor unconditionally and irrevocably guarantees the due and punctual payment and performance of all present and future amounts and obligations owing by the Customer to Autostance.

The Guarantor indemnifies Autostance against loss, liability, cost or expense arising if any guaranteed obligation is or becomes unenforceable against the Customer, or any payment is avoided, set aside, refunded or required to be repaid. This indemnity is a separate and independent obligation.

The Guarantor is liable as principal debtor and Autostance may make demand on the Guarantor without first making demand on, suing, enforcing security against, or exhausting remedies against the Customer or any other person.

This is a continuing guarantee and indemnity. It is not discharged or affected by payment of an account followed by further supply; any change in credit limit; variation of trading terms; extension of time or indulgence; compromise; failure to perfect or enforce security; change in the Customer's ownership, directors, name or constitution; insolvency; or any other act, omission or event that might otherwise discharge a surety.

Where there is more than one Guarantor, their obligations are joint and several. A release or unenforceability affecting one Guarantor does not release another.

The guarantee continues until Autostance gives the Guarantor a written release. A request to end future liability does not affect obligations arising from transactions entered into, committed to or supplied before Autostance confirms the release in writing.

The Guarantor must pay Autostance's reasonable enforcement and recovery costs relating to this guarantee and indemnity, including legal costs on a solicitor-client basis, to the extent permitted by law.

The Guarantor confirms that the information provided is correct, that they have read and understood this Guarantee and Indemnity and the Terms of Trade, and that Autostance has recommended obtaining independent legal advice before signing.

|                                  |                      |
|----------------------------------|----------------------|
| <b>Guarantor full legal name</b> | <input type="text"/> |
| <b>Residential address</b>       | <input type="text"/> |
| <b>Date of birth</b>             | <input type="text"/> |
| <b>Email / mobile</b>            | <input type="text"/> |
| <b>Relationship to Customer</b>  | <input type="text"/> |
| <b>Independent legal advice</b>  | <input type="text"/> |
| <b>Guarantee acknowledgement</b> | <input type="text"/> |
| <b>Electronic signature</b>      | <input type="text"/> |

## TERMS OF TRADE

These Terms apply to all business-to-business goods and services supplied by Autostance Limited (Autostance, we, us) to the applicant/customer (Customer, you). They form part of every accepted quotation, order, job, invoice and credit account unless Autostance agrees otherwise in writing.

### 1. Credit account and orders

- 1.1 Approval of a credit account is at Autostance's sole discretion. We may set, reduce, suspend or cancel a credit limit at any time.
- 1.2 Credit approval does not oblige us to accept any order or continue supply on credit.
- 1.3 A person placing an order using the Customer's account is deemed authorised by the Customer unless Autostance has received prior written notice restricting that authority.
- 1.4 Purchase-order requirements are the Customer's internal control only and do not relieve the Customer from payment where goods or services were requested, authorised, accepted or received by the Customer or its personnel.

### 2. Price, GST and quotations

- 2.1 Unless stated otherwise, prices are in New Zealand dollars and exclusive of GST, freight, duties and other applicable charges.
- 2.2 Quotes are based on information available when issued. Autostance may adjust price where scope, specification, supplier pricing, exchange rates, freight, taxes or other input costs change before supply, provided any material change is communicated where reasonably practicable.
- 2.3 Special-order, custom, imported or specifically procured goods may require a deposit and may be non-cancellable and non-returnable once ordered.

### 3. Payment

- 3.1 Unless Autostance approves different terms in writing, credit invoices are due 30 days from the invoice date.
- 3.2 Payment must be made in cleared funds without set-off, counterclaim, deduction or withholding except where required by law.
- 3.3 Autostance may allocate any payment against any debt owing by the Customer in the manner we determine.
- 3.4 A dispute about part of an invoice does not suspend the obligation to pay any undisputed amount by its due date.

### 4. Default

- 4.1 The Customer is in default if an amount is unpaid when due; the Customer breaches these Terms; exceeds its credit limit; becomes insolvent or subject to receivership, liquidation, bankruptcy or a creditor arrangement; ceases or threatens to cease business; or Autostance reasonably considers payment or its security to be at risk.
- 4.2 On default, Autostance may immediately suspend supply, cancel unperformed orders, withdraw credit, require cash in advance, accelerate all amounts owing so they become immediately due, and exercise any other contractual or legal remedy.
- 4.3 Overdue amounts may bear default interest at 15% per annum, calculated daily from the due date until payment.
- 4.4 The Customer must pay all reasonable costs incurred by Autostance in recovering or attempting to recover amounts owing or enforcing its rights, including debt collection costs, PPSR costs and legal costs on a solicitor-client basis, to the extent permitted by law.

### 5. Title and risk

- 5.1 Risk in goods passes to the Customer on delivery, collection or installation (whichever occurs first), but title does not pass until Autostance has received payment in full of all amounts owing by the Customer to Autostance.
- 5.2 Until title passes, the Customer must keep the goods identifiable, protected and insured and must not grant an inconsistent security interest in them.
- 5.3 If goods are resold before title passes, the Customer does so in the ordinary course of business and must account to Autostance for the proceeds to the extent of the unpaid debt, subject to applicable law.

### 6. Personal Property Securities Act 1999

- 6.1 The Customer grants Autostance a security interest in all goods supplied by Autostance to the Customer, all present and after-acquired proceeds of those goods, and any other collateral expressly identified in an accepted credit application or security document, to secure all amounts and obligations owing to Autostance.
- 6.2 The Customer authorises Autostance to register financing statements and amendments on the Personal Property Securities Register and must promptly provide information and execute documents reasonably required to perfect, maintain or enforce the security interest.
- 6.3 The Customer must not register or permit a security interest that would prejudice Autostance's interest in unpaid goods without our prior written consent.
- 6.4 To the extent permitted by section 107 of the PPSA and where the collateral is not consumer goods, the Customer waives or contracts out of the provisions and debtor rights that the parties are lawfully permitted to waive or contract out of, including the right to receive a verification statement where legally permitted.
- 6.5 The Customer must notify Autostance at least 10 business days before changing its legal name, trading name, ownership structure or address.

### 7. Delivery, inspection and returns

- 7.1 Delivery and completion dates are estimates unless expressly agreed in writing as essential.
- 7.2 The Customer must inspect goods promptly and notify Autostance within a reasonable time of any shortage, transit damage or apparent error.

7.3 Returns require prior approval. Unless required by law, special-order, custom-made, electrical/electronic, installed, used or damaged goods are not returnable. Approved discretionary returns may be subject to freight and a reasonable restocking charge notified by Autostance.

7.4 Freight and redelivery costs caused by incorrect instructions, failed delivery or Customer delay are payable by the Customer.

## 8. Workshop and service work

8.1 The Customer authorises Autostance to carry out the work described in an accepted estimate, booking, job card or subsequent instruction.

8.2 Estimates are not fixed quotations unless expressly stated. Additional faults, seized or damaged components, prior modifications, diagnostic work and reasonably necessary additional labour or consumables may increase the final price.

8.3 The Customer warrants it is the owner of the vehicle/property or is authorised by the owner to instruct the work.

8.4 Autostance may retain possession of a vehicle or other property in its lawful possession until amounts due in relation to it are paid, to the extent permitted by law. Reasonable storage charges notified by Autostance may apply after the Customer has been told the vehicle/property is ready for collection.

## 9. Business transactions - statutory contracting out

9.1 Where the Customer acquires goods or services from Autostance in trade for business purposes, the parties agree, to the fullest extent permitted by law, that the Consumer Guarantees Act 1993 does not apply, and acknowledge that it is fair and reasonable for them to be bound by that agreement.

9.2 Where both parties are in trade and the statutory requirements for contracting out are satisfied, the parties agree to contract out of sections 9, 12A and 13 of the Fair Trading Act 1986 to the fullest extent permitted by section 5D, and acknowledge that it is fair and reasonable to do so.

9.3 Nothing in these Terms excludes or limits a right or remedy that cannot lawfully be excluded or limited.

## 10. Warranties and liability

10.1 Any manufacturer's warranty is subject to the manufacturer's terms. Autostance does not give an additional warranty unless expressly stated in writing.

10.2 To the maximum extent permitted by law, Autostance is not liable for indirect, consequential or special loss, loss of profit, revenue, opportunity, goodwill or anticipated savings.

10.3 To the maximum extent permitted by law, Autostance's aggregate liability arising from the relevant goods or services is limited to the amount paid or payable for those goods or services.

10.4 Nothing in this clause limits liability where limitation is prohibited by law.

## 11. Privacy and credit information

11.1 The Customer and each signatory/guarantor authorise Autostance to collect, use and disclose information reasonably required to assess and administer credit, verify identity and authority, manage the trading relationship, prevent fraud, register or enforce security, and recover debt.

11.2 This may include obtaining information from trade referees, credit reporters, public registers, insurers, debt collection agencies, professional advisers and other lawful sources, and disclosing information to those persons for those purposes.

11.3 Individuals may request access to and correction of personal information held by Autostance as provided by the Privacy Act 2020. Autostance will handle personal information in accordance with applicable New Zealand privacy law.

## 12. Changes and notices

12.1 The Customer must promptly notify Autostance of any material change to information supplied in the application, including ownership/control, directors, contact details, legal name or financial circumstances.

12.2 Autostance may vary these Terms for future transactions by giving reasonable notice, including by email or publication on its website. A variation will not retrospectively alter accrued payment obligations.

12.3 Notices may be sent to the most recent postal or email address supplied by the Customer.

### 13. General

13.1 These Terms and the accepted credit application constitute the agreement governing the credit relationship, together with any specific written quotation or job terms.

13.2 The Customer may not assign its rights or obligations without Autostance's written consent.

13.3 A failure or delay by Autostance to exercise a right is not a waiver.

13.4 If any provision is invalid or unenforceable, it is severed to the minimum extent necessary and the remaining provisions continue.

13.5 These Terms are governed by New Zealand law and the parties submit to the non-exclusive jurisdiction of the New Zealand courts.

### ELECTRONIC ACCEPTANCE RECORD

For implementation, retain evidence that identifies the signatory and shows approval of the application/Terms, including the signature method, date/time, document/Terms version and a tamper-evident audit record. The web form should make the personal guarantee, if required, a separate and conspicuous signing step.