

# Commercial Trading Agreement

TVS SCS New Zealand Limited NZBN 9429031504744

Company Name	<input type="text"/>	A.B.N.	<input type="text"/>
Business Address	<input type="text"/>		
Registered Office	<input type="text"/>		
Date of Incorporation	<input type="text"/>	Paid Up Capital	\$ <input type="text"/>
Email address	<input type="text"/>	Tel.	<input type="text"/>
		Fax	<input type="text"/>
Ultimate Parent Company (if applicable)	<input type="text"/>		
Company Auditors	<input type="text"/>		
Company Bankers	<input type="text"/>	Branch	<input type="text"/>
		Acct. No.	<input type="text"/>
Nature of Business	<input type="text"/>		

## Trade References (Not Banks or Building Societies)\*

\*Requirement Air Navigation Regulations (Part XVIA – Aviation Security Division 3 – International Cargo)

1.	<input type="text"/>	Tel.	<input type="text"/>	Fax	<input type="text"/>
2.	<input type="text"/>	Tel.	<input type="text"/>	Fax	<input type="text"/>
3.	<input type="text"/>	Tel.	<input type="text"/>	Fax	<input type="text"/>

Estimated Credit Required	\$ <input type="text"/>
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## TVS SCS New Zealand Limited Commercial Trading Agreement Terms

This trading agreement sets out the terms by which TVS SCS New Zealand Limited (TVS SCS) may agree to extend commercial credit (**Trading Agreement**). No modification, amendment or other variation of these terms shall be valid and binding on TVS SCS unless made in writing and duly executed by or on behalf of TVS SCS.

All Services provided by TVS SCS are subject to TVS SCS's Standard Trading Conditions which are attached to this Trading Agreement and available upon request. This Trading Agreement adopts the definitions contained in TVS SCS's Standard Trading Conditions unless stated otherwise.

Signing this Trading Agreement constitutes written acceptance of the terms set out in this Trading Agreement and TVS SCS's Standard Trading Conditions. Please ensure you read these terms carefully before signing this Trading Agreement. By signing this Trading Agreement on behalf of the Customer, you hereby confirm that you are authorised to enter into this Trading Agreement on behalf of the Customer.

**"Customer"** means the party entering into this Trading Agreement.

### TERMS OF ACCOUNT

- All customs charges (including Duty & GST) are payable by the Customer on a Direct EFT or Deferred GST basis directly with New Zealand Customs. TVS SCS may also extend commercial credit for customs charges (including Duty & GST) subject to written agreement with TVS SCS for direct debit of these charges to the Customer's credit card.
- All standard invoices are payable strictly within 30 days of an invoice date, unless otherwise agreed in writing with TVS SCS. TVS SCS may agree or decline to extend the payment terms in its absolute discretion but in any event the total amount owing by the Customer to TVS SCS at any given time must not exceed the Estimated Credit Required as noted above without TVS SCS's prior written agreement. Invoices in respect of disbursements are payable seven (7) days from an invoice date but in any event, prior to delivery of Goods.
- Commercial credit extended by TVS SCS is subject to written agreement with TVS SCS and may be subject to further review and withdrawn without prior notice but at any given time the total credit extended by TVS SCS to the Customer must not exceed the Estimated Credit Required as noted above without TVS SCS's prior written agreement.
- You must advise TVS SCS in writing of any changes to the information provided in this Trading Agreement within five (5) business days of such change occurring.

If you fail to observe any of the above terms, or you have made a misrepresentation to TVS SCS, or you have provided information which is incorrect or dishonest, the commercial credit extended by TVS SCS may be withdrawn and all charges made to an account will become due and payable immediately.

TVS SCS New Zealand Limited

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T +64 9 256 2470 | E [infoau.gfs@tvsscs.com](mailto:infoau.gfs@tvsscs.com) | W [tvsscs.com](http://tvsscs.com)

**BELIEVE IN THE POWER OF US**



## PRIVACY DISCLOSURE AND CONSENT

The Customer hereby consents and authorises TVS SCS:

- a) to obtain information about its personal or commercial credit worthiness from its bank or any trade reference provided in this document and any other credit provider and credit reporting agency for the purposes of assessing the Customer's commercial credit profile, or in connection with any guarantee; and
- b) to use, disclose or exchange with other credit providers information about the Customer's personal or commercial credit arrangements in order to assess the Customer's commercial credit profile (including whether to accept a person signing as a guarantee), monitor credit worthiness and collect overdue accounts.

TVS SCS is bound by and complies with the National Privacy Principles in relation to the collection and disclosure of information regarding individuals. If you do not provide the personal information requested in this document, TVS SCS may be unable to process this Trading Agreement.

## GUARANTEE AND INDEMNITY

In consideration for TVS SCS entering into this Trading agreement with the Customer, each director of the Customer must sign this Trading Agreement and, by signing this Trading Agreement on behalf of the Customer, each director of the Customer acknowledges and agrees that it:

- a) jointly and severally guarantees to TVS SCS the performance of the Customer's obligations under this Trading Agreement including the due and punctual payment by the Customer to TVS SCS of all monies payable by the Customer to TVS SCS under or pursuant to this Trading Agreement (**Guaranteed Obligations**); and
- b) indemnifies TVS SCS against all losses, damages, cost and expenses (direct or consequential) which TVS SCS may suffer or incur by reason or consequence of a failure, refusal or default by the Customer with respect to the Guaranteed Obligations.

Full Name	<input type="text"/>	Date of Birth	<input type="text"/>
Position/Title	<input type="text"/>		
Address	<input type="text"/>		
Signature	<input type="text"/>	Date	<input type="text"/>

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