

YGT EQUIPMENT HIRE & PARTS

TRADE ACCOUNT APPLICATION

Customer credit application, personal guarantee and trade terms

IMPORTANT: All required fields must be completed. Approval of a Trade Account is at YGT's discretion. Equipment hire remains subject to YGT's separate Equipment Hire Agreement / Hire Terms where applicable.

1. APPLICANT DETAILS

Full legal name		Trading name	
Entity type	☐ Limited Company ☐ Individual ☐ Trust ☐ Other	NZBN (if any)	
Company / registration no.		Date incorporated	
Physical address		Postal address	
Business phone		Mobile	
General email		Website	
Accounts contact		Accounts phone	
Invoice email		Nature of business	
Anticipated monthly purchases	NZ\$	Maximum credit requested	NZ\$
Purchase order required?	☐ No ☐ Yes	If yes, PO format	
Requested payment term	☐ 20th following month ☐ 7 days ☐ Other	Years trading	

2. DIRECTORS / OWNERS / TRUSTEES

Please attach a separate sheet if there are more than two. YGT may request identification and/or further financial information for credit assessment.

Person 1 - Full name		Position / ownership %	
Residential address		Mobile	
Driver licence / ID no.		Email	
Person 2 - Full name		Position / ownership %	
Residential address / ID		Mobile / Email	

3. CREDIT HISTORY & TRADE REFERENCES

Has the Applicant, or any director/owner/trustee, been served with a statutory demand, debt recovery proceedings, receivership, liquidation or bankruptcy-related proceedings?	☐ No ☐ Yes - attach details
Has any supplier declined or cancelled a trade account for the Applicant?	☐ No ☐ Yes - attach details
Are there any material overdue debts currently disputed or unpaid?	☐ No ☐ Yes - attach details

Trade references: nominate businesses you have traded with for at least 6 months. Please exclude banks, lawyers, accountants, landlords, utilities and telecommunications providers.

Reference	Business name	Contact person	Phone / Email
1			
2			
3			

4. APPLICANT DECLARATION

The Applicant applies for a Trade Account with YGT Equipment Hire & Parts Limited ("YGT") and confirms that the information in this Application is true, complete and not misleading. The Applicant authorises YGT to make reasonable credit enquiries and acknowledges receipt of, and agrees to be bound by, the attached YGT Trade Account Terms and Conditions. The Applicant understands that YGT may approve, decline, suspend, reduce or withdraw credit at its discretion, subject to applicable law.

Signature		Print name	
Position		Date	
Email		Mobile	
Authority to bind Applicant	☐ Yes		

5. PERSONAL GUARANTEE & INDEMNITY

Complete this section if requested by YGT. Each Guarantor should consider obtaining independent legal advice before signing.

In consideration of YGT opening or continuing a Trade Account for the Applicant, each Guarantor:

- (a) irrevocably and unconditionally guarantees the due and punctual payment of all amounts owed by the Applicant to YGT and the performance of the Applicant's obligations;
- (b) agrees to pay any unpaid amount to YGT on demand, without set-off or counterclaim, and indemnifies YGT against loss if any guaranteed amount is not recoverable from the Applicant;
- (c) agrees that the guarantee is continuing and is not discharged by any extension of time, variation of credit limit or terms, compromise, insolvency, change in ownership, or failure by YGT to enforce rights promptly;
- (d) authorises YGT to make reasonable credit enquiries about the Guarantor and to collect, use and disclose personal information for credit assessment, account administration and debt recovery; and
- (e) acknowledges the right to access and request correction of personal information held by YGT under the Privacy Act 2020.

Guarantor One		Guarantor Two	
Full name		Full name	
Residential address		Residential address	
Date of birth		Date of birth	
Signature		Signature	
Witness name / sign		Witness name / sign	
Witness address		Witness address	

6. FOR YGT OFFICE USE ONLY

Application status	☐ Approved ☐ Declined ☐ On hold	Approved credit limit	NZ\$
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Approved payment term		Approved by	
Date		Customer account no.	
Comments / conditions			

YGT TRADE ACCOUNT TERMS AND CONDITIONS

Effective date: _____ Version: 1.0

These Terms apply to the supply of Goods and Services on a Trade Account by YGT. Equipment Hire is also subject to YGT's separate Equipment Hire Agreement / Hire Terms; if there is a conflict, the separate Hire Agreement applies to the hire-specific matter.

1. Definitions

"Application" means the Customer's application for a Trade Account with YGT.

"Credit Facility" means any credit arrangement approved by YGT for the Customer.

"Customer" means the applicant, and any person ordering or receiving Goods or Services with the Customer's actual or apparent authority.

"Goods" means parts, tools, accessories, consumables, equipment and other products supplied by YGT.

"Services" means servicing, maintenance, minor repairs, delivery, inspection, sourcing and any other service supplied by YGT.

"Hire Equipment" means any plant, machinery, trailer, attachment or other item hired from YGT.

"Order" means any request for Goods, Services or Hire Equipment made by or on behalf of the Customer.

"Trade Account" means the Customer's account with an approved Credit Facility.

"YGT" means YGT Equipment Hire & Parts Limited (Company No. 9446754).

2. Acceptance and Application of Terms

2.1 By signing the Application, placing an Order, accepting delivery, instructing YGT to commence Services, or using an approved Trade Account, the Customer accepts these Terms.

2.2 These Terms apply unless YGT expressly agrees otherwise in writing. A quotation, purchase order or other Customer document does not override these Terms merely because YGT accepts or acts on it.

2.3 The Customer warrants that each person placing an Order on its behalf is authorised to bind the Customer.

3. Orders and Account Authority

3.1 The Customer is responsible for all Orders placed using its Trade Account by its directors, employees, contractors, agents or other persons to whom it gives account access, unless YGT has agreed a specific written authority restriction.

3.2 The Customer must promptly notify YGT of any suspected unauthorised use, change of authorised purchaser, change of ownership, or material change in its financial position.

4. Price and GST

4.1 Unless YGT expressly states that a written price is fixed, Goods and Services are charged at YGT's price current at the time of supply or performance.

4.2 Unless stated otherwise, all prices, freight, surcharges and fees are exclusive of GST.

4.3 Any discount, special rate or concession may be withdrawn while the Trade Account is overdue.

5. Credit Facility and Credit Limit

5.1 Approval of a Trade Account does not oblige YGT to provide credit for every Order. YGT may require prepayment, a deposit, security or a lower credit exposure for any Order.

5.2 YGT may review, increase, reduce, suspend or cancel a Credit Facility or credit limit at any time, acting reasonably having regard to credit risk and account conduct.

5.3 The Customer must not knowingly exceed its approved credit limit without YGT's prior written approval.

6. Payment

6.1 Unless YGT approves a different term in writing, Trade Account invoices are due in full on the 20th day of the month following the invoice date.

6.2 Non-account transactions are payable when required by YGT, which may be on Order, before dispatch, before release of Goods, or before/at completion of Services.

6.3 Payment must be made in cleared funds without deduction, counterclaim or set-off, except where required by law.

6.4 Bank, card, payment-gateway or other transaction charges may be passed on where disclosed by YGT before payment.

7. Overdue Amounts and Collection Costs

7.1 YGT may charge default interest on overdue amounts at 2.5% per month, calculated from the due date until payment, to the extent enforceable by law.

7.2 The Customer must reimburse YGT for reasonable debt collection, repossession and legal costs incurred in recovering overdue amounts or enforcing these Terms.

7.3 YGT may place the Trade Account on stop-credit and suspend further supply while any amount is overdue.

8. Delivery, Collection and Risk

8.1 Delivery occurs when Goods are handed to the Customer, its carrier or agent, or delivered to the address nominated by the Customer. Risk in Goods passes on delivery, subject to YGT's retained title under clause 14.

8.2 Delivery times are estimates unless YGT expressly agrees a guaranteed time in writing. YGT is not responsible for delay caused by carriers, suppliers, shipping, customs, weather, site access or other matters beyond YGT's reasonable control.

8.3 The Customer is responsible for providing safe and suitable access, unloading arrangements, traffic/site control and accurate delivery instructions. YGT may refuse unsafe access or unloading.

8.4 If delivery or collection cannot be completed because of the Customer, YGT may charge reasonable waiting, redelivery, storage, transport and handling costs.

9. Inspection, Claims and Returns

9.1 The Customer must inspect Goods promptly on delivery and notify YGT in writing of visible shortage, damage or incorrect supply as soon as reasonably practicable, preferably within 7 days.

9.2 Returns require YGT's prior approval. Returned Goods must be unused, undamaged, complete and in resaleable condition unless the return is due to defect or YGT error.

9.3 YGT may charge a reasonable restocking, freight or handling fee for approved change-of-mind returns. Special-order, custom, electrical/electronic, opened sealed items and other non-resaleable Goods may be non-returnable unless faulty or otherwise required by law.

10. Special Orders and Cancellations

10.1 An Order cannot be cancelled after YGT has committed to purchase, import, manufacture, configure or dispatch Goods, unless YGT agrees in writing.

10.2 For special-order or made-to-order Goods, YGT may require a non-refundable deposit or full prepayment and may recover supplier cancellation charges, freight, duties and other direct costs caused by cancellation.

11. Parts Identification and Fitment

11.1 The Customer is responsible for providing accurate machine make, model, serial number, part number, dimensions, photographs and other information reasonably requested by YGT.

11.2 Unless YGT expressly confirms fitment in writing after receiving sufficient identification information, the Customer remains responsible for checking that Goods are suitable for the intended machine and application before installation or use.

11.3 YGT is not responsible for loss caused by incorrect Customer information, unauthorised modification, improper installation, misuse, overloading or use outside manufacturer specifications.

12. Services, Maintenance and Repairs

12.1 Quotes for Services are based on information reasonably available at the time. If additional faults, parts or work become apparent, YGT may revise the estimate and will use reasonable efforts to obtain approval before materially exceeding an agreed scope.

12.2 The Customer must disclose known hazards, defects, contamination, access restrictions and relevant service history before YGT starts work.

12.3 YGT may stop work if continuing would be unsafe, unlawful, impracticable or likely to cause further damage. Reasonable diagnostic, travel, labour and parts costs incurred up to that point remain payable.

12.4 Unless agreed otherwise in writing, YGT does not provide WOF, COF or other regulated certification services merely by performing routine servicing or minor repairs.

13. Equipment Hire

13.1 Hire Equipment always remains YGT's property and no ownership interest passes to the Customer.

13.2 Each hire is subject to YGT's current Equipment Hire Agreement / Hire Terms, including charges, bond, damage, theft/non-return, operating restrictions, transport, cleaning, fuel and return obligations.

13.3 Trade Account approval permits approved hire charges to be invoiced to the account only; it does not waive any hire bond, insurance/damage-waiver requirement or separate hire condition unless YGT agrees in writing.

14. Reservation of Title

14.1 Title to Goods sold by YGT does not pass to the Customer until YGT has received full payment of all amounts owing for those Goods.

14.2 Until title passes, the Customer holds unpaid Goods as bailee for YGT and, where reasonably practicable, must keep them identifiable and separate from other property.

14.3 If the Customer is in default, YGT may, to the extent permitted by law and after giving any required notice, enter premises where unpaid Goods are reasonably believed to be located and recover them. The Customer must provide reasonable access and assistance.

15. Personal Property Securities Act 1999 (PPSA)

15.1 To secure all amounts and obligations owed to YGT, the Customer grants YGT a security interest in all Goods supplied by YGT on credit, together with identifiable proceeds of those Goods, to the extent permitted by the PPSA.

15.2 The Customer authorises YGT to register financing statements or financing change statements and must promptly provide information and sign documents reasonably required to perfect or maintain YGT's security interest.

15.3 The Customer must reimburse YGT for reasonable PPSR registration and enforcement costs.

15.4 To the extent the PPSA permits parties to contract out of notice or procedural rights, the Customer agrees that YGT may rely on any lawful contractual waiver included in these Terms or separately agreed in writing.

16. Default, Suspension and Termination

16.1 YGT may suspend supply, require immediate payment or terminate the Trade Account if the Customer fails to pay when due, materially breaches these Terms, exceeds credit without approval, provides materially misleading information, becomes insolvent, or YGT reasonably considers its credit exposure materially increased.

16.2 On suspension or termination, all overdue amounts and any other amounts that have become due remain payable, and termination does not affect accrued rights.

17. Personal Guarantee

17.1 A personal guarantee applies only where a Guarantor has signed the Personal Guarantee & Indemnity section of the Application or a separate guarantee accepted by YGT.

17.2 Each signed guarantee is continuing and secures all amounts owing by the guaranteed Customer until YGT releases the Guarantor in writing.

18. Warranties, Liability and Indemnity

18.1 Manufacturer warranties, if any, are passed through to the Customer to the extent they are transferable. YGT will reasonably assist with valid warranty claims but is not the manufacturer unless expressly stated.

18.2 To the maximum extent permitted by law, YGT is not liable for indirect or consequential loss, loss of profit, revenue, production, contracts or business opportunity, or equipment downtime arising from the supply or use of Goods or Services.

18.3 To the maximum extent permitted by law, YGT's aggregate liability for a claim relating to particular Goods or Services is limited to the amount paid or payable to YGT for those Goods or Services, except where liability cannot lawfully be limited.

18.4 The Customer indemnifies YGT against third-party loss, damage or claims caused by the Customer's unsafe site, misuse, unauthorised modification, incorrect installation, unlawful use or breach of these Terms, except to the extent caused by YGT's negligence or breach.

19. Consumer Guarantees Act and Business Use

19.1 Where the Customer acquires Goods or Services in trade for business purposes, the parties agree, to the extent permitted by law, that the Consumer Guarantees Act 1993 does not apply.

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

20. Privacy and Credit Information

20.1 YGT may collect, hold, use and disclose personal and business information reasonably required to assess the Application, administer the Trade Account, supply Goods and Services, verify identity, prevent fraud, recover debt and comply with law.

20.2 The Customer and each Guarantor authorise suppliers, trade referees, credit reporters and other relevant persons to provide YGT with information reasonably required for credit assessment and account administration.

20.3 YGT may disclose relevant information to credit reporters, debt collection agencies, insurers, professional advisers and service providers where reasonably necessary for those purposes.

20.4 Individuals may request access to, and correction of, personal information held by YGT in accordance with the Privacy Act 2020.

21. Intellectual Property

21.1 Copyright and other intellectual property in YGT drawings, specifications, quotations, photographs, technical material, website content and documents remains with YGT or the relevant owner unless expressly assigned in writing.

21.2 The Customer may use material supplied for the purpose for which it was provided but must not reproduce or commercially exploit it beyond that purpose without permission.

22. Force Majeure

22.1 YGT is not liable for delay or failure caused by circumstances beyond its reasonable control, including supplier failure, shipping disruption, port or customs delay, natural disaster, severe weather, epidemic, strike, power/communications failure or government action.

22.2 YGT will use reasonable efforts to reduce the effect of such delay and resume performance when practicable.

23. Changes, Notices and Electronic Communications

23.1 YGT may update these Terms for future Orders by giving reasonable notice by email, account statement, website publication or other written communication. A change does not retrospectively alter completed transactions unless agreed.

23.2 The Customer agrees that applications, approvals, notices, Orders and signatures may be communicated or signed electronically, and that electronic records may be relied on as evidence.

24. General and Governing Law

24.1 If any provision is invalid or unenforceable, the remaining provisions continue in effect.

24.2 A failure or delay by YGT to exercise a right is not a waiver of that right.

24.3 These Terms and all supplies by YGT are governed by New Zealand law. The parties submit to the non-exclusive jurisdiction of the New Zealand courts.

24.4 Headings are for convenience only. Singular includes plural and vice versa where the context requires.