TRADE TERMS & CONDITIONS: PIL- Prestige International Ltd (12/01/26)

1. Definitions
In these terms & conditions 'PIL' means Prestige International Limited (including its lawful assignees & successors) & also includes any company associated with PIL.

The Customer In these terms & conditions "the customer" shall mean the customer, any person acting on behalf & with the authority of the customer or any purchaser purchasing goods or services from PIL.

Goods For the avoidance of doubt, "goods" include any parts, components, accessories, lubricants, fluids, or other consumables supplied by Pil that are fitted to, installed in, or otherwise incorporated into any vehicle, plant, equipment, or other property of the customer, whether or not those goods retain a separate identity once fitted or installed

Guarantor In these terms & conditions "guarantor" shall mean any person (or persons) or entity who agrees herein to be liable for the debts of the customer on a principal debtor basis.

Services & Policies [Our Goods & Services Terms & Conditions are available on request] In these terms & conditions it shall mean all "services" provided to the customer & shall include but not be limited to the provision of all sales & mechanical services, supplies & charges for labour & work, hireage or any fee or charge associated with the supply of services by PIL to the customer. Our "policies" can be workshop vehicle maintenance supply policies with lubricants, parts & outwork & parts return policies in place at any time but not limited to such policies. Account trading with PIL constitutes acceptance of all PIL policies.

PPSA In these terms & conditions "PPSA" means the Personal Property Securities Act 1999.

Price In these terms & conditions the word "price" shall mean the cost of goods & services as agreed between PIL & the customer subject to Clause 3 of this agreement.

2. Acceptance
- a Receipt of any order for the supply of goods &/or services will be deemed to be accepted by the customer pursuant to these terms & conditions, despite anything stated to the contrary on the customer's order, terms & conditions of purchase or similar document. Orders may not be cancelled.
- b Invoice queries must be made within 14 days, after this time our goods & services are regarded & deemed as accepted by the customer. Goods for credit (at the sole discretion of PIL) shall be returned within 7 days.
- c Customer Order Numbers shall be immediately furnished to PIL. Customer order numbers not issued will not hold up invoicing (Refer to PIL's Goods & Services policies).
- d These terms & conditions apply to all goods &/or supplied by PIL to the customer from the date the customer's credit application is accepted, whether or not these terms & conditions (or a reference to them) appears on, or are attached to any individual invoice, quote, docket, or other document issued by PIL, & remains binding notwithstanding any change to PIL's invoice template or layout)

3. Price
At PIL's sole discretion:
- a The price shall be as indicated in invoices provided by PIL to the customer in respect of the goods & services
- b supplied; or
- c The price shall be at the price of PIL's current price at the date of any delivery of the goods & services: or
- d The price of the goods & services shall be at PIL's quoted price excluding GST, which must be in writing, & which shall be binding upon PIL provided that the buyer shall accept PIL's quote in writing within the timeframe stated on the quote.

Payment
Any credit granted shall be on the basis that the price shall be paid in full with agreed payment terms without deductions or if no term is agreed by not later than the 20th of the month following the date of the invoice or upon receipt of the delivery of the goods or the provision of the services, whichever is the earlier. The customer grants authority to accept direct debits if agreed.

5. Limitations of Credit Facility
Notwithstanding PIL having processed or approved this application or having approved the grant of credit & without prejudice to any other of its rights, PIL shall be entitled to withhold delivery of any goods until payment has been made or if it considers the customer's creditworthiness to be unsatisfactory. Credit shall be revocable by PIL at any time.

6. Interest on Overdue Monies.
Interest may be charged on any amount owing after the due date at the rate of 1.9% per month or part thereof. Interest shall compound monthly on the 20th day of each month.

7. Default
- a The whole of the amount of credit outstanding shall become immediately due & payable to PIL: If the customer fails to make payment of any monies on the due date for payment or is otherwise in breach of these terms & conditions; or
- b on the appointment, or any proposal or step to appoint, an administrator, liquidator, receiver, or statutory manager of the customer, or on the customer ceasing or threatening to cease to carry on business in the ordinary course, or proposing any composition or arrangement with its creditors generally: or
- c Upon the termination of the contract pursuant to Clause 20.

Credit Information
- a The customer authorises any person, company or organisation to provide PIL with such information as PIL may require in response to PIL's credit enquiries. Any information obtained by PIL under this clause will be confined to that reasonably required by PIL.
- b The customer authorises PIL to furnish to any third-party details of this application, any prior or current dealings & any subsequent dealings that PIL may have with the customer. Any disclosure made by PIL under this clause will be confined to that reasonably required by the third party.
- c Under the Privacy Act 1993 the customer & the guarantor have the right of access to & correction of their personal information held by PIL

9. Risk
Notwithstanding where PIL retains property in the goods all risk for the goods passes to the customer upon delivery or collection by the customer. If any of the goods are damaged or destroyed prior to property in them passing to the customer, PIL is entitled, without prejudice to any of its other rights or remedies under these terms & conditions (including the right to receive payment of the balance of the price for the goods & services), to receive all insurance proceeds payable in respect of the goods. This applies whether or not the price has become payable under these terms & conditions. The production of these terms & conditions by PIL is sufficient evidence of PIL's right to receive the insurance proceeds without the need for any person dealing with PIL to make further inquiries. PIL will apply the insurance proceeds as follows:
- a First in payment of the price of the goods that are damaged or destroyed, if unpaid;
- b Second in payment of the outstanding price of any other goods or services supplied to the customer by PIL
- c whether under these terms & conditions or otherwise;
- d Third in payment of any sums payable to PIL by the customer on any account;
- e Fourth any balance to be paid to the customer.

10. Delivery
If there is delivery of the goods to the customer's address & property, then this is at the customer's expense. The costs of any carriage & any insurance for that carriage, which the customer reasonably directs PIL to incur, shall be reimbursed by the customer (without any set-off or other withholding whatsoever) & shall be due on the date for payment of the price. The carrier shall be deemed to be the customer's agent.

11. Delay
- a If any time for delivery is specified at the time of order, such time shall be approximate only & shall not be deemed to be the essence of the contract.
- b Dates given for completion of work & delivery of goods for which work has been performed are stated in good faith but to be treated as a condition of the sale. If completion & delivery is delayed for any reason at all, PIL will not be responsible or liable in any way to the customer or any other party for loss suffered due to the delay.

12. Unauthorised Use of Account
The customer shall be liable for any debts arising from unauthorised use of the account provided that the authorisation came from a servant or agent of the customer.

13. Reservation of Title
1. It is the intention of PIL & agreed by the customer that property in the goods shall not pass until:
- a The customer has paid all amounts owing for the particular goods, &;
- b The customer has met all other obligations due by the customer to PIL in respect of all contracts between PIL & the customer, & that the goods, or proceeds of the sale of the goods, shall be kept separate until PIL shall have received payment & all other obligations of the customer are met.

2. It is further agreed that:
- a Until such time as ownership of the goods shall pass from PIL to the customer, PIL may give notice in writing to the customer to return the goods or any of them to PIL. Upon such notice the rights of the customer to obtain ownership or any other interest in the goods shall cease. .
- a. If the customer fails to return the goods to PIL then PIL or PIL's agent may enter upon & into l& & premises owned, occupied or used by the customer, or any premises, as the invitee of the customer, where goods are situated & take possession of the goods, without being responsible for any damage thereby caused.
- b. Receipt by PIL of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised & until then PIL's ownership &/or rights in respect of the goods shall continue.
- c. The customer shall not charge the goods in any way nor grant nor otherwise give any interest in the goods while they remain the property of PIL.
- d. PIL may require payment of the price or balance of the price due together with any other amounts due to PIL from the customer arising out of these terms & conditions, & PIL may take any lawful steps to require payment of the amounts due.
- e. PIL can issue proceedings to recover the price of the goods sold notwithstanding that ownership of the goods may not have passed to the customer.

14. Personal Property Securities Act
- a The customer acknowledges that this agreement constitutes a Security Agreement for the purposes of the PPSA.
- b The customer will not allow a Security Interest to be created or registered over the goods in priority to the Security Interest held by PIL.

c The customer grants PIL a security interest in all of the customer's present & after-acquired goods, & in the proceeds of those goods, as security for the payment & performance of all customers obligations & indebtedness to PIL of what ever nature, whether arising under this agreement between PIL & the customer, & whether existing now or arising in the future. For the avoidance of doubt, this clause imposes on the customer a continuing obligation to pay all such amounts, & that obligations are secured by this security interest independently of, & in addition to, any security interest arising under clause 14(d) or from the transfer of any account receivable under section 17(1)(b) of the PPSRA. Without limiting 14(c) The customer grants a security interest to PIL over all the customer present & after-acquired property (including without limit any vehicles, plant, or equipment to which goods supplied by PIL are fitted or installed) as security for the payment & performance of all the customers obligations & indebtedness to PIL of whatever nature.

d **(1) Factoring/Assignment:** PIL may at any time sell, assign, transfer or factor any account receivable owed by the customer to PIL (including by way od invoice discounting or debt factoring arrangements) to a third-party financier, for value. The customer acknowledges & agrees that any such transfer constitutes a security interest in its own right under section 17(1) (B) of the PPSA, regardless of whether it is also secures performance of an obligation, and consents to that financier (or its nominee)being recorded as the secured party on any financing statement registered in connection with this agreement.

(2) Accessions & Processed Goods: Where any goods supplied by PIL under this agreement (including parts, components or consumables) are fitted to, installed in, processed with or otherwise becomes part of any vehicle, plant, equipment or other property of the customer, the customer agrees that Pil's security interest in these goods continues in & extends to permitted by section 80 to 83 of the PPSA. The customer will on request promptly provide PIL with the registration number, VIN serial number, or other identifying particulars of ant such vehicle, plant, or equipment so that PIL may record it on the financing statement or financing changes statement.

(3) Value Acknowledgement: The customer acknowledges that the granting of credit, the supply of goods & or services on credit terms & the advance of funds by Pil or by any financier against amounts owing by the customer (including under any factoring ir invoice discounting arrangement) constitutes value & where applicable new value for the purposes of section 16 of the PPSA.

(4) Notice of Insolvency / Change Events: The customer will notify PIL immediately in writing if the customer becomes aware of any actual or proposed step to appoint a liquidator, receiver, administrator or statutory manager to the customer or if the customers name, trading name or corporate structure changes in each case so that Pil may take steps as it considers necessary to maintain the perfection of its security interest.

e The customer will, when requested by PIL, promptly execute any documents & do anything else required by PIL to, inter alia:

a ensure that the Security Interest created under this agreement constitutes a first ranking perfected Security Interest over the goods & their proceeds, including any information PIL reasonably requires to complete a Financing Statement or a Financing Change Statement; or

b administer & enforce the Security Interest(s) created under this agreement.

c The customer waives any right to receive a copy of a Verification Statement under the PPSA.

d The customer will pay to PIL all costs, expenses & other charges incurred, expended or payable by PIL in relation to the filing of a Financing Statement or a Financing Change Statement in connection with this agreement.

e The provisions of this clause survive any termination of this agreement. PIL may, in its sole & absolute discretion, allocate &, notwithstanding any initial allocation, re-allocate any amounts received in relation to the customer's indebtedness & obligations in any manner it determines, including any manner required to preserve any purchase money security interest it has in any goods.

f The customer agrees that nothing in sections 114(1) (a), 117(1) (c), 133 & 134 of the PPSA shall apply to this agreement.

g The customer agrees that the rights of the customer as debtor in sections 116, 119,120(2), 121, 125, 126, 127, 129, 131 & 132 of the PPSA shall not apply to this agreement.

h The customer will on demand pay all costs & expenses of, or incurred by, PIL as a result of enforcing any of its rights under this agreement.

15. Security & Charge

Notwithstanding anything to the contrary contained herein or any other rights which PIL may have howsoever:

a Where the customer &/or the guarantor (if any) is the owner of l&, realty or any other asset capable of being charged, both the customer &/or the guarantor agree to mortgage &/or charge all of their joint &/ or several interest in the said l&, realty or any other asset to PIL or PIL's nominee to secure all amounts & other monetary obligations payable under the terms & conditions. The customer &/or the guarantor acknowledge & agree that PIL (or PIL's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments & other monetary obligations payable hereunder have been met.

b Where PIL, as sub-contractor, provides any goods &/or services to the customer as head contractor, the customer hereby acknowledges that PIL shall be entitled to a charge on any monies payable to the customer by whom the customer is contracted or employed. The customer shall provide all reasonable details & particulars of his/her/its/their employment or superior contract in writing & upon reasonable request of PIL. The customer acknowledges & agrees that PIL shall be entitled to demand payment directly from whosoever has contracted or employed the customer & the production of these terms & conditions of trade by PIL shall be sufficient evidence of PIL's right to receive such monies without the need for the payee, employer, head contractor any other person dealing with the customer &/or PIL to make further enquiries; &/or

c Should PIL elect to proceed in any manner in accordance with this clause &/or its sub-clauses, the customer &/or guarantor shall indemnify PIL from & against all PIL's costs & disbursements including legal costs on a solicitor & own client basis.

d To give effect to the provisions of clause {14, 15 a) to b)} inclusive hereof the customer &/or the guarantor (if any) do hereby irrevocably nominate constitute & appoint PIL or PIL's nominee as the customer's &/or guarantor's true & lawful attorney to execute mortgages & charges (whether registerable or not) including such other terms & conditions as PIL shall think fit in its absolute discretion against the joint &/ or several interest of the customer &/or the guarantor in any l&, realty or asset in favour of PIL & in the customer's &/or guarantor's name as may be necessary to secure the said customer's &/or guarantor's obligations & indebtedness to PIL & further to do & perform all necessary & other acts including instituting any necessary legal proceedings, & further to execute all or any documents in PIL's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause &/or clause 14.

16. Right to Dispose of Goods

The customer agrees that PIL may exercise a general lien against any goods or any property belonging to the customer that is in the possession of PIL for all sums outstanding under this agreement & any other agreement to which the customer & PIL are parties.

Therefore if:

a PIL retains possession or control of the goods; &

b Payment of the price is due to PIL; &

c PIL has made demand & in writing of the customer for the payment of the price in terms of this agreement; &

d PIL has not received the price of the goods, then whether the property in the goods has passed to the customer or has remained with PIL may dispose of the goods & may claim from the customer the loss to PIL on such disposal. This may include but not be limited to all costs of storage, advertising, & legal costs. PIL may sell the goods in accordance with the Wages Protection Act 1983 & Wages Protection & Contractors' Liens Act Repeal Act 1987.

17. Cost of Collection

The customer shall be immediately liable for all costs of collection & legal fees (on a Solicitor/Client basis) incurred by PIL in the recovery or attempted recovery of any overdue amounts.

18. Variation of Terms, Conditions & Policies

PIL reserves the right to amend or add to these terms, conditions & policies at any time & from time to time by giving to the customer notice in writing & use thereafter by the customer of this account shall constitute acceptance of any such amendments. Such notice in writing shall include any variation to these trade terms & conditions on the website of PIL.

19. General

a If any of these terms & conditions are held by a Court to be ineffective because of non-registration, illegality or any other reason, then the term or condition or part of it will be severed from all other terms & conditions without affecting the validity or enforceability of all other terms & conditions or part of them.

b No waiver by PIL or any term or condition will constitute a waiver of any other of these terms or conditions.

20. Termination

In addition to any other of PIL's rights of termination provided herein or at law, both PIL & the customer shall have the right to terminate this credit facility on giving not less than one working days' notice in writing but no such termination shall release the customer from any monies owing or from liability for any previous breach of these terms & conditions.

21. Consumer Guarantees Act

The parties acknowledge that where the goods supplied under this Agreement are being purchased for business purposes the provisions of the Consumer Guarantees Act 1993 do not apply

Please sign here: ______________________________ **Date:** ______________________________

PRESTIGE INTERNATIONAL LTD SERVICES

PRESTIGE INTERNATIONAL LTD PARTS

PRESTIGE INTERNATIONAL LTD TRUCK SALES

-www.truckrepair.co.nz

-prestigeinternational@xtra.co.nz

09 279 2905

-@prestigeinternationalnz

-21 Vogler Dr Wiri, Auckland, NZ PO Box 97630, Manukau City 2241

APPLICATION FOR CREDIT Dated: ______________________________

Entity Type: ☐ Limited Company ☐ Partnership ☐ Sole Trader ☐ Other

Registered Name of Entity: ______________________________

Incorporation/Commencement Date: ______________________________

Trading As (if applicable): ___ Full Business Address: ______________________________

______________________________/______________________________

Postal Address (if differs from above): ______________________________

Business/Home Phone: ________________/ ________________ Cell:________________

Email: ______________________________

Name of Principals (eg: Directors): ________________Contact Details of Principal(s): ________________

Birth Date(s) of Principal(s): ______________________________/______________________________

Driver Licence Number(s): ______________________________/______________________________

(Copy Of Driving Licence Required)

Primary Person of Contact ______________________________

Contact Details (if differs from above): ______________________________

CREDIT REFERENCES:	**Referee One**	**Referee Two**
Name of referee:	1:________________	2:________________
Company/Trade Name:	1: ________________	2: ________________
Contact Land Line:	1:________________	2: ________________
Contact Mobile:	1: ________________	2:________________

Signature of Applicant:** **

Please Note Our Trading Terms & Conditions are available at www.truckrepair.co.nz/terms-and-conditions

PERSONAL GUARANTEE OF ACCOUNT (normally only where the customer is a registered company)

In consideration of Prestige International Limited ("PIL") having agreed to extend credit to the abovenamed applicant ("the customer") at the request of me/us and I/we do hereby admit and declare:

I/We DO HEREBY JOINTLY AND SEVERALLY AGREE AS FOLLOWS:

I/We hereby personally guarantee the due payment of all money now or hereafter owing to PIL by the customer
I/We hereby personally guarantee the due performance by the customer of all credit terms and conditions of sale of PIL

This agreement shall be a continuing personal guarantee to PIL for the whole debt including interest and charges now or hereafter owing by the customer to PIL.

I/We hereby indemnify PIL against any loss PIL might suffer as a result of default(s) on the part of the customer or the customer going into administration, receivership or liquidation.

I/We hereby grant a security interest to PIL over all my/our present and after acquired property in support of this personal guarantee.

I/We hereby acknowledge that I/we have either had independent legal advice prior to executing this guarantee or, if that has not occurred, that is solely my/our own choice freely made and I/we irrevocably waive any rights which the lack of that independent advice might otherwise have given me/us.

All payments received by PIL and all credits or set offs granted by PIL in respect of the moneys owing by the customer shall be applied by PIL in reduction of the gross amount owing by the customer and my/our right to be subrogated to PIL in respect of payments made by me/us shall not arise until PIL shall have received payment in full for all moneys including interest and charges owing by the customer and claims against the customer for losses incurred by PIL and this guarantee shall be security to PIL for the payment of any final balance that may remain due and payable by the customer.

As between me/us and PIL I/we may for all purposes be treated as the principal debtor and not merely as a surety and PIL shall be under no obligation to take proceedings against the customer before taking proceedings against me/us.

Name of Customer: ______________________________

Name(s) of Guarantor(s): ______________ / ______________

Addresses: ______________ / ______________

______________ / ______________

______________ / ______________

Phone: ______________ / ______________

Email: ______________ / ______________

Birth Date(s) of Guarantor(s): ______________ / ______________

Driver Licence Number(s): ______________ / ______________
(Copy of driving licence required)

Signature(s) of Guarantor(s): ______________ / ______________

Dated: ______________ / ______________

Please Note Our Trading Terms & Conditions are available at www.truckrepair.co.nz/terms-and-conditions