

Ingham Credit Application Terms and Conditions

TERMS AND CONDITIONS OF CREDIT APPROVAL

General

- (a) Payment is required by the 20th of the month following purchase. Payments received shall be applied first in reduction of interest and costs and then in reduction of such outstanding accounts as the dealer determines (at its sole discretion) and specifies to the customer. Until the dealer specifies its application, monies received are held unallocated and no amount due shall be deemed reduced until monies have been expressly applied by the dealer.
- (b) Risk in goods shall pass to the account holder upon delivery.
- (c) Goods specifically procured for the customer are non-returnable. Other goods may be credited at the dealer's discretion. Goods returned for credit must be received within 7 days of invoice date in original packaging in new condition accompanied by a credit request note with all relevant information. A handling charge may apply.
- (d) This account may be closed at the dealer's discretion or if the account holder defaults on any terms.
- (e) Any freight and insurance costs incurred are payable by the account holder.
- (f) Interest may be charged on overdue amounts at the rate of 5% per annum above the current overdraft rate of the dealer from the date payment is due.
- (g) Any costs incurred in recovering any outstanding monies under this agreement shall be recoverable from the account holder
- (h) The Consumer Guarantees Act 1993 will not apply to any goods or services supplied for business purposes.

Retention of Title

- (a) Ownership in motor vehicle parts, accessories and other goods supplied by the dealer shall remain with the dealer until full payment in cleared funds of all monies (whether in relation to those goods, other goods, services or otherwise) owing by the account holder to the dealer has been received.
- (b) The account holder acknowledges that the dealer has a security interest in the goods supplied and any proceeds from them.
- (c) The dealer may register its security interest on the Personal Property Securities Register. The account holder shall pay all costs incurred in the registration and maintenance of the security interest.
- (d) If the account holder has not paid for any goods when due, the dealer may repossess and sell such goods and any products manufactured from such goods in order to satisfy any outstanding liability owed by the account holder, even if the dealer does not have priority over other persons having a security interest in the goods and sections 108, 109 and 120 of the Personal Property Securities Act ("PPSA") shall not apply to the extent that they are inconsistent with this clause.
- (e) In the event of repossession, the dealer or its representative, may enter premises where goods are stored in order to effect repossession. The dealer shall not be liable for any costs or losses arising from this.
- (f) The account holder waives any right to receive a verification statement under the PPSA and to the extent permitted by law, sections 114(1)(a), 133 & 134 of the PPSA shall not apply to this agreement and the account holder will have none of the rights referred to in the following sections of the PPSA : 116, 117(1)(c) , 119, 120(2), 125-127, 129, 131 and waives its rights to object under sections 121 and 132.

Privacy Act 1993

- (a) The account holder authorises the dealer to perform all checks which the dealer considers necessary to provide credit, and authorises any person to provide personal information of the account holder in response to a request by the dealer information of the account holder in response to a request by the dealer.
- (b) The account holder authorises the dealer to collect, hold, use and disclose personal information for credit checking & debt collection purposes; or to advise any offers or services available from the dealer. The account holder has rights of access to, and correction of, their personal information under the Privacy Act 1993.

Declarations :

- (a) I am authorised to sign this application. The details provided in this application are true and correct. I agree to the above terms of trade.
- (b) The account holder will provide a copy of their driver's license (private individuals/partners/trustees) or certificate of incorporation (companies) or other legal document to verify their identity. The account holder will immediately notify the dealer of any change in name.
- (c) The account holder acknowledges and accepts that the dealer will not accept payment by credit card.

Personal Guarantee:

In consideration of the dealer entering in to these terms of trade on my request, I personally guarantee all of the obligations of the account holder under these terms of trade. I agree that I am obliged to the dealer as if I am a principal party to these terms of trade, and that this guarantee is continuing and shall not be released by any act or circumstance (including variation of the terms of trade) that would otherwise release a guarantee.