

KAM Transport Limited



Application for Credit Account

Ph (04) 472 5802 / Fax (04) 472 5805

Post: c/o Taylor Preston, Private Bag 13 907, Johnsonville

Trading Name:

Registered Name:

Authorised Capital: Paid Up Capital:

Address of registered Office:

Postal Address:

Delivery Address:

Contact: Accounts Email Address:

Full name & address of Directors / Partners / Proprietors

Director: Address:

Phone:

Director: Address:

Phone:

Director: Address:

Phone:

Credit Reference (3):

1. Contact Name:

Phone:

Email:

2. Contact Name:

Phone:

Email:

3. Contact Name:

Phone:

Email:

*** Please exclude Farmlands, District Councils & Accountants, as they do not provide credit references. ***

Terms & Conditions applying to this application for credit



For the purpose of this Agreement, KAM refers to KAM Transport (1989) Limited.

The person or firm applying for the credit shall be known as the applicant.

1. Information is true

- The applicant warrants that the particulars as set out herein are true and declare that they are over the age of 18 and have authority to sign this agreement.

2. Payment

- The terms of trade are 7 days after the date of invoice, unless other arrangements have been agreed.
- If interest of default charges have been charged, then any payments received shall first be applied to payment of those charges, then the oldest invoice amounts.

3. Interest

- If payment is not made on the due date KAM may charge the applicant default interest at the rate of 1.5 x the Overdraft interest rate by KAM's bank.

4. Default

- In the event of default of payment by the applicant to KAM, KAM is entitled to recover any expenses howsoever incurred by KAM arising from, or consequent on, obtaining or attempting to obtain payment of all or any money payable to KAM under these terms and conditions of sale.

5. Risk

- All goods will be carried under terms of the Carriage of Goods Act 1979 unless alternative arrangements are specifically agreed in writing by KAM.

6. Prices

- All prices must be agreed in writing.
- Unless otherwise agreed, all prices are;
 - I. Subject to monthly Fuel Adjustment charges
 - II. Changes to RUC Charges
 - III. Subject to 1 months' notice of change

7. Site access

- The applicant will ensure that KAM has access to the relevant premises and/or support staff as required to perform its duties in a timely manner.

8. Collection of information

- You hereby authorise us to collect information from any source relating to your credit and financial standing in order for us to provide you with an account for the supply of goods and services.
- If you default on any obligations to us, you acknowledge that we may disclose the fact to credit agencies, other merchants, and trade groups.

9. Claims

- If your claim is accepted, the damaged freight becomes the legal property of KAM Transport Ltd & must be made available for collection. If the damaged freight is not provided, the claim will be declined. Please be aware that under the Carriage of Goods Act 1979, liability is limited to \$2,000 per unit of goods lost or damaged. We recommend that you contact your General Insurer for claims exceeding this amount.

Signed:

10. Temperature Compliance & Liability

KAM Transport Ltd accepts **no** liability for any deterioration, spoilage, or loss arising from goods received outside the required temperature range. All goods must arrive at our yard at the correct receival temperature required by the receiver. The Consignor/Customer shall retain full responsibility and assume all risk for the condition of the goods until such time as the goods have been inspected and formally accepted by KAM Transport Ltd. KAM Transport Ltd reserves the right, at its sole discretion, to refuse carriage of any goods that do not meet required temperature or quality standards.

11. Force Majeure

- If the performance by KAM is prevented or delayed by any act or event beyond the reasonable control of KAM, then KAM shall be excused from such performance for as long as the cause preventing or delaying persist. KAM will sue reasonable endeavours to avoid or remove the cause of non-performance or delay and will resume performance when the cause has been avoided or removed.

I/We understand your terms and condition of trade.

Name (please print)	Trading Name/Designation	Signature	Date
.....			
.....			



Direct debit authority

My account to be debited (acceptor)									
Name of my bank:									
Bank	Branch	Account	Suffix						

Initiator's authorisation code						
0	2	3	8	1	6	7

Approved	
3816	09/22

From the acceptor to my bank:

I authorise you to debit my account with the amounts of direct debit instructions received from **KAM Transport Limited** (the 'Initiator') with the authorisation code specified on this authority and in accordance with this authority until further notice from me.

I agree that this authority is subject to:

- my bank's terms and conditions that relate to my account, and
- the terms and conditions listed below.

Authorised signature/s: _____ Date: _____

Specific conditions relating to notices and disputes

- 1) I agree that the initiator must give me at least 4 days' notice prior to each direct debit, provided that where the direct debit is in a series, the Initiator is only required to provide 4 days' notice prior to the first direct debit in the series.
- 2) Changes to the amounts or dates of a series of direct debits require 30 days' prior notice to me.
- 3) I can also agree with the Initiator to receive a same day notice for direct debits specifically requested by me.
- 4) All notices must be in writing, but can be delivered electronically, if I have agreed that with the Initiator.
- 5) I can also ask you to reverse a direct debit up to 120 days after the direct debit if:
 - I didn't receive proper notice of the amount and date of the direct debit, or
 - I received notice but the amount or date of the direct debit is different from the amount or date on the notice.
- 6) If you dishonour a direct debit but the Initiator retries it within 5 business days of the original direct debit, I understand that the Initiator doesn't need to notify me again about that direct debit.

For Bank Use Only	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 33%; padding: 5px;">Date Received:</td> <td style="width: 33%; padding: 5px;">Recorded by:</td> <td style="width: 33%; padding: 5px;">Checked by:</td> </tr> </table>	Date Received:	Recorded by:	Checked by:	BANK STAMP
Date Received:	Recorded by:	Checked by:			
Original - Retain at Branch Copy - Forward to Initiator if requested					