

CUSTOMER RELATIONSHIP AGREEMENT WITH MOTO-TEC NZ LIMITED

1. DEFINITIONS

“Customer” means the customer named above and below in this agreement.

“Goods” mean any goods supplied to the customer by Moto-Tec under this agreement.

“Guarantor” means the owner/partner/director/trustee named above in this agreement.

“Moto-Tec” means Moto-Tec NZ Limited

“Premises” means the workshop located at 58 Factory Road, Brightwater

2. APPLICATION

These terms and conditions shall apply to all sales of goods supplied to, and services performed for, the customer by Moto-Tec.

3. NON VARIATION

No variation of any of these conditions shall be binding unless expressly agreed to by Moto-Tec in writing.

4. PRICE

All prices are exclusive of GST unless otherwise stated.

5. PAYMENT

Payment in full shall be made to Moto-Tec on completion of work or delivery of goods. Moto-Tec reserves the right to demand payment before that date or in advance and further reserves the right to specify in any quotation a requirement for a deposit to be paid before work shall commence.

6. INTEREST

Interest shall be payable to Moto-Tec on the Customer’s overdue accounts at the rate of 1% per month to run from the due date for payment until receipt by Moto-Tec of the full amount payable. The Customer shall pay all costs including any legal costs incurred in recovering overdue accounts.

7. SUSPENSION

Moto-Tec may suspend or terminate this agreement if at any time Moto-Tec considers the Customer’s creditworthiness to be unsatisfactory for any reason or if the Customer is in default of any of its payment or other obligations hereunder. Moto-Tec shall not be responsible under any circumstances for any loss, damages, cost or expenses whatsoever caused in any way by the suspension or termination under this clause.

8. GUARANTEE

The Guarantor agrees that the Guarantor will be personally liable to reimburse Moto-Tec for all monies due under the terms of this agreement, such reimbursement to be paid within 21 days of demand being made by Moto-Tec for such monies (time being of the essence).

9. CONSUMER GUARANTEES ACT

Where the Customer purchases the goods for the purposes of a “business” (as defined by the Consumer Guarantees Act 1993) then the Consumer Guarantees Act is excluded.

10. NO REPRESENTATIONS

The Customer acknowledges that the goods have been purchased by the Customer without any representation or warranties about their quality or fitness for purpose, and that the Customer does not rely on Moto-Tec as to the suitability or appropriateness of the goods or its design for the intended use by the Customer.

11. LIMITATION OF LIABILITY

Notwithstanding anything above Moto-Tec shall not be liable for any consequential or indirect losses, expenses or damages suffered by the Customer in consequence of any defect in materials or workmanship of the goods, nor for any defects that arise due to the Customer not adhering by the manufactures and Moto-Tec's guidelines for use. In that situation any warranties given to the Customer are void.

12. Claims for error, short supply, or for goods arriving in damaged condition must be made within seven (7) days of the date of invoice. The Customer is deemed to have accepted the goods unless it makes a claim under this clause.
13. Moto-Tec shall not be liable in any way whatsoever for any failure to deliver any order on time or for non-delivery or delay caused directly or indirectly by war, act of God, strike, lockout, riot, Government action or interference, fire, earthquake, material, shortage, late delivery by manufacturers, shipping or transport delay or any other cause beyond the reasonable control of Moto-Tec.

14. RISK

Risk in goods supplied under this agreement passes to the Customer upon delivery to the Customer or its agent or upon possession of the goods by the Customer or its agent, whichever is the earlier.

The Customer acknowledges that all motorbikes stored at the Premises are stored solely at the Customers risk.

OWNERSHIP OF THE GOODS / REPOSSESSION

The goods shall remain the property of Moto-Tec until they have been paid for in full and the customer agrees Moto-Tec has a security interest in the goods and the proceeds of sale of the Goods in accordance with the Personal Property Security Act 1999.

15. If the goods are incorporated into other goods whilst remaining the property of Moto-Tec then property and ownership of that portion of the new good as equal in value to the total sum owing to Moto-Tec shall vest in Moto-Tec until full payment from the customer.
16. Moto-Tec may immediately without giving the Customer any notice, retake possession of the goods supplied.
17. The Customer gives Moto-Tec authority to enter and remain upon any land or premises where in Moto-Tec's opinion Moto-Tec's goods may be stored and take possession of the said goods.
18. Moto-Tec shall not be liable for any damage, costs, losses or expenses arising on or resulting from such repossession.

19. PROCEEDS OF SALE

The Customer shall hold the proceeds of sales of the goods arising in the normal course of trade, upon trust for Moto-Tec and shall promptly account to Moto-Tec for such proceeds or the amount of them necessary to pay all amounts due to Moto-Tec.

20. NON WAIVER

The failure on the part of Moto-Tec to exercise and enforce any rights conferred by this agreement shall not be deemed to be a waiver of any such right, nor operate so as to bar the exercise thereof at any time or times thereafter.