

Web: www.duroweld.co.nz Phone: 0800 000 144 Email: sales@duroweld.co.nz

Credit Account Application

Please complete all sections, sign on page 2, and return to sales@duroweld.co.nz. Fields marked * are required.

1 Business Details

COMPANY NAME IN FULL *

TRADING NAME

PHYSICAL ADDRESS *

POSTAL ADDRESS

TELEPHONE NUMBER *

ALTERNATIVE TELEPHONE

REGISTERED OFFICE

2 Primary Contact

PRIMARY CONTACT NAME *

EMAIL *

PHONE *

3 Accounts & Invoicing

ACCOUNTS EMAIL ADDRESS *

Is a purchase order number required on every order? ☐ Yes ☐ No

4 Ownership & Advisors

SHAREHOLDERS / DIRECTORS (FULL NAMES) *

BANKERS

SOLICITORS

ACCOUNTANTS

5 Trade References

REFERENCE 1 — BUSINESS NAME

PHONE

REFERENCE 2 — BUSINESS NAME

PHONE

REFERENCE 3 — BUSINESS NAME

PHONE

6 Agreement & Signature

I/We agree to abide by the Terms and Conditions of Sale and Credit of Duroweld NZ Limited set out on pages 3–4 of this application. **In the case of a Limited Liability Company, I/We agree to personally guarantee all amounts outstanding by the Company.**

☐ I have read and agree to the Terms and Conditions of Trade, including the personal guarantee.

SIGNATURE *

Sign here

FULL NAME *

DESIGNATION / POSITION *

DATE (DD/MM/YYYY) *

7 Payment Details

Payments can be direct credited to Duroweld NZ Limited

NEW ZEALAND — ASB BANK
Account: 12-3211-0007724-00
GST No: 96-866-507

AUSTRALIA — WESTPAC
BSB: 035 000 Account: 539567
Postal: PO Box 8253, New Plymouth 4342

OFFICE USE ONLY

CREDIT LIMIT ($)

CREDIT TERMS

☐ Cash ☐ 7 Days ☐ 20th month following

PROCESSED BY

DATE

Terms and Conditions of Trade

BETWEEN Duroweld NZ Limited (the "Supplier") and You (the "Purchaser").

The Supplier supplies all goods and services to the Purchaser upon the terms and conditions set out herein. The ordering of goods or services will be deemed to be acceptance by the Purchaser of these terms and conditions.

Price

1. The Purchaser shall pay the price indicated on the invoice issued by the Supplier.

2. The Purchaser shall pay Goods and Services Tax as rendered by the Supplier and any other taxes, duties and levies payable in respect of the supply of goods or services as at the date of the Supplier's invoice.

3. The Purchaser shall make all payments due to the Supplier in full without any deductions whether by way of set-off, counterclaim, or any other equitable or legal claim.

Terms of Payment

4. The Purchaser shall pay all amounts due to the Supplier on the due date being the 20th of the month following the date of the Supplier's invoice rendered for the goods or services.

5. In the event that any amount payable by the Purchaser to the Supplier is overdue or the Purchaser fails to meet any other obligation to the Supplier (whether in relation to the sale of goods or otherwise) then:

(a) The Supplier shall be entitled to cancel all or any part of any contract(s) with the Purchaser which remains unperformed in addition to and without prejudice to the Supplier's other remedies;

(b) All amounts outstanding under any contract with the Supplier shall, whether or not otherwise due for payment immediately, become immediately due and payable; and

(c) The Supplier shall be entitled to repossess and remove any of its goods or any collateral secured under any security interest that is in the Purchaser's possession or control and the Supplier shall be entitled to dispose of such repossessed goods for its own benefit, and for that purpose the Supplier shall be entitled without notice to enter any premises directly or by its agents where it believes goods which it has supplied or any collateral over which it has a security interest may be stored or kept without in any way being liable to any person and the Purchaser shall fully indemnify the Supplier against any claims or costs arising from any action taken by the Supplier under this subclause.

6. Provided that the Purchaser is in default, the Purchaser shall upon demand by the Supplier pay to the Supplier interest at the rate of 14% in respect of all of the Purchaser's indebtedness to the Supplier. Such interest shall accrue on a daily basis from the date when payment is due until the date when payment is actually received, and the Purchaser shall be liable to pay all expenses and legal costs of the Supplier (including costs as between solicitor and own client) relating to or having any connection with the Supplier obtaining or seeking to obtain a remedy of the Purchaser's default.

7. The Supplier shall be entitled to assign to any other person or company all or any part of the Purchaser's indebtedness to the Supplier and the assignee shall be entitled to claim all or part of the indebtedness and shall have the same rights of recovery as the Supplier.

Delivery of Goods

8. Unless otherwise agreed, it shall be the Purchaser's responsibility to arrange and pay for transportation of goods from the Supplier's premises and any transit insurances in respect of such goods, and the Supplier shall not be liable for any loss or damage to the goods during transportation, even though such loss or damage may be caused by the Supplier's negligence or other default.

9. Unless the parties otherwise agree in writing, delivery shall be deemed to be effected upon the transfer of possession of goods to the Purchaser or the Purchaser's agents.

10. The Supplier shall not be liable to the Purchaser or any other party for any loss sustained due to any delay in the supply or delivery of goods or services.

Risk and Title

11. Risk in goods supplied or to be supplied, by the Supplier shall pass from the Supplier to the Purchaser when the goods are delivered, when the Supplier first makes an attempt to deliver if the Purchaser fails to accept goods, or on the date of a request by the Purchaser to delay delivery, or on the date that those goods are invoiced to the Purchaser whichever is the earlier.

12. Title in goods supplied or to be supplied by the Supplier shall not pass to the Purchaser until all amounts owing by the Purchaser to the Supplier in respect of those goods and all other goods supplied to the Purchaser by the Supplier have been paid in full.

13. Until title passes from the Supplier to the Purchaser in accordance with the preceding clause, where the Purchaser is in possession of the goods, the following terms shall apply:

(a) The Purchaser shall be deemed to be acting in a fiduciary capacity as bailee of the Supplier in respect of any goods supplied by the Supplier.

(b) The Purchaser shall if required by the Supplier store the goods in such condition and place that it is clear that they are owned by the Supplier.

(c) The Purchaser shall not under any circumstances mix the goods supplied by the Supplier with other goods in any manner whatsoever; and

(d) If the Purchaser resells goods supplied to it before it has title to them, the Purchaser shall account to the Supplier as the Supplier's agent for the proceeds of such resale, but the Purchaser shall not represent to any person that the Purchaser is acting for the Supplier or has any authority to bind the Supplier.

14. Where the Supplier exercises its rights under this Agreement in respect of the resale, repossession, or storage of the goods supplied, the Purchaser shall immediately indemnify the Supplier for all costs incurred by the Supplier in the exercise of those rights (including solicitor and own client legal costs).

Further Security for Amounts Owing

15. As further security for the amounts owing from time to time under this Agreement, the Purchaser hereby grants to the Supplier or its assignee a Security Interest over both the goods supplied by the Supplier and all of the Purchaser's present and after acquired personal property ("Property") including proceeds of sale of the Property (together called the "Collateral").

16. The Collateral shall stand as security for repayment of all moneys owing by the Purchaser and all obligations of the Purchaser to the Supplier including, but without limitation, all interest and the actual legal or other enforcement costs incurred by the Supplier in seeking repayment of all sums owing to the Supplier or performance of other obligations by the Purchaser.

Claims and Limitation of Liability

17. Subject only to mandatory liability or guarantee imposed by statute and without prejudice to any rights granted thereby to the Purchaser:

(a) All warranties descriptions, representations, or conditions whether implied by law, trade, custom or otherwise and whether relating to fitness, merchantability, suitability or purpose, or otherwise, and all specific conditions, even though such conditions may be known to the Supplier, are expressly excluded;

(b) The Supplier shall not be liable in any way whatsoever to the Purchaser or any third party whether in tort (including negligence), contract or otherwise for any loss or damage whatsoever, whether direct, indirect, special or consequential and all such liability is expressly excluded; and

(c) The liability of the Supplier in respect of any order of goods or services shall in any event be limited to the lesser of the purchase price of the goods or services complained of, the cost of replacing defective goods or resupplying defective services, or the actual loss or damage suffered by the Purchaser.

18. In addition to any statutory rights and remedies that the Purchaser may have, the Supplier may at its complete discretion replace or give credit for all goods supplied and established to be defective, provided that the following conditions are met:

(a) All claims must be received by the Supplier within seven (7) days of the date of the invoice and the relevant invoice must be returned by the Purchaser;

(b) All claims must specifically identify the defect and where possible in relation to goods be accompanied by the defective goods or a sample thereof; and

(c) The Supplier shall have a reasonable opportunity to investigate the claim.

19. If the Supplier replaces goods it shall deliver such replacement goods to the Purchaser's premises at the Supplier's risk and expense.

20. Where the Purchaser is acquiring from the Supplier goods for resale or goods and/or services for the purposes of business, all supplies of goods and services to the Purchaser by the Supplier shall be deemed to be made in trade for the purposes of the Purchaser's business (as that latter term is defined in the Consumer Guarantees Act 1993). As between the Supplier and the Purchaser the guarantee provisions of the Consumer Guarantees Act 1993 are expressly excluded and shall not apply to any supplies of goods and services by the Supplier to the Purchaser.

Circumstances Beyond the Supplier's Control

21. The Supplier shall not be liable for any failure to supply goods or services or meet any other obligation owed to the Purchaser where such failure results from or is influenced by fire, flood, industrial dispute, act of government (such as change in legislation, regulation, or order made under legislative authority) or other circumstances beyond the Supplier's control.

Dispute Resolution

22. In the event of any dispute or difference arising out of or in connection with this Agreement, or the subject matter of this Agreement, the following provisions will apply:

(a) In the first instance, the parties will use their best endeavours to resolve the dispute by discussion between themselves.

(b) If the discussion between the parties does not resolve the dispute, the parties must refer the dispute to mediation by a mediator agreed between the parties. Failing agreement on a mediator, the mediator is to be selected by the President for the time being of the Arbitrators' and Mediators' Institute of New Zealand. The costs of the mediator are to be borne by the parties equally.

This Agreement is governed by and is to be construed in accordance with the law of New Zealand and the parties submit to the jurisdiction of the courts of New Zealand.