



New Zealand Tube Mills Limited

Application for Credit

Please complete the attached Account Application form and return to the New Zealand Tube Mills office at

2-14 Port Road
Seaview
Lower Hutt 5010

PO Box 36 036
Wellington Mail Centre
Lower Hutt 5045

T: 04 576 1800
F: 04 568 9153

Email: accounts@nztubemills.co.nz

Attached:

- Account Application
- Terms and Conditions



New Zealand Tube Mills Limited

P O Box 36036, Wellington Mail Centre, Lower Hutt 5045. 2-14 Port Road, Seaview, Lower Hutt
Tele: (04) 576 1800 Fax: (04) 568 9153
Email: accounts@nztubemills.co.nz

Account Application

Applicant's full legal name (not trading name): ("the applicant")

(Please tick) Ltd Company Individual Sole trader Partnership Other (please state):

Trading as: Email:

Postal address:

Physical address:

Nature of business: Years in business:

Contact name & position:

Phone No: (.....)..... Mobile No: (.....)..... Fax No: (.....).....

If a limited liability company - Date of incorporation: Company No:

Address of registered office:

Ownership: Details of directors:

1 Name:.....

2 Name:.....

Financial & professional advisors

Name of Accountant: Solicitor:

Bank:..... Branch: Expected Monthly Spend: \$.....

Trade References <i>(must be current and non utility)</i>			
Company	Contact name	Phone number	Account open since
1.		()	
2.		()	
3.		()	

General description of services to be provided:

I warrant to New Zealand Tube Mills Limited:

1. that the above information is to the best of my knowledge, information and belief true and correct; and
2. that I have carefully read and agree to be bound by the terms and conditions as printed overleaf; and
3. that I am duly authorised to make this credit account application on behalf of the applicant and of anyone duly authorised to enter into future contracts on behalf of the applicant.

Signed Print name Position

Dated this day of 20.....

Terms and Conditions

1. What is the purpose of this contract?

- 1.1 This contract sets out the terms and conditions that apply when you (“you” and “your”) decide to purchase **products** from **New Zealand Tube Mills Limited** (“we”, “us” and “our”).

2. What information about you can we collect?

- 2.1 You agree that we may obtain information about you to assess your credit worthiness and enforce any rights under this contract.
- 2.2 You agree that we may give that information to any person for the above purposes, but you may, in writing, withdraw your consent at any time.
- 2.3 You may access any information that we hold about you and ask us to correct any mistakes in it.

3. What are our products?

- 3.1 In these terms and conditions “**products**” means and includes, without limitation, the following:
- the design manufacture and supply of carbon steel precision tube and stainless steel tube; and
 - the manufacture and supply of horticultural related products; and
 - all products identified in any order form, supply request, job sheet, email, quotation or invoice issued by us to you, such documents being deemed to be incorporated into and forming part of our contract with you.

4. What is the price?

- 4.1 The **price** is the cost of the **products** as agreed between you and us.
- 4.2 If no price is stated in writing the **products** will be treated as supplied at the current cost that we agreed to supply those **products** for at the time of our contract with you.

5. What and when must you pay us?

- 5.1 You agree to pay us as follows:
- on or before the 20th day of the month following the date of our invoice (“the due date”), unless agreed otherwise in writing by us;
 - a deposit may be required;
 - a personal guarantee may be required;
 - any payments made by credit card will incur an extra charge of 3% of the invoice value; and
 - we may on occasions invoice by way of “payment claims” made pursuant to the Construction Contracts Act 2002; and
 - with respect to invoices not paid by their due date, we may charge interest on any amount you owe us after the due date at the rate of 2.5% per month or part month; and
 - you agree to pay any costs, including debt collection and legal costs, which we may incur as a consequence of having to enforce any of our rights contained in our contract with you.

6. What happens when we give you a quotation?

- 6.1 When we give a quotation for **products**:
- unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - the quotation is exclusive of goods and services tax unless specifically stated to the contrary; and
 - we reserve the right to alter the quotation prior to acceptance because of circumstances beyond our control; and
 - any quotation is subject to the terms and conditions contained herein; and
 - when **products** are required in addition to the quotation, you agree to pay for the additional cost of such **products**.

Terms and Conditions continued

7. When does delivery occur?

- 7.1 We are responsible for the **products** until they are given or delivered to you on your site. Thereafter you are responsible for insurance. All **products** will be invoiced upon despatch from our warehouse.
- 7.2 The time stated for delivery is an estimate only and it is agreed we are not responsible or liable for any delay in the delivery of the **products**.

8. What security rights do we have?

- 8.1 Until you have paid us in full for the **products** supplied, we retain ownership of the products we have supplied you.
- 8.2 Until you have paid us in full for the **products** supplied, it is agreed that, pursuant to the Personal Property Securities Act 1999, we have a security interest in all **products** supplied by us to you.
- 8.3 If the **products** are attached, fixed or incorporated into any property belonging to you by way of any manufacturing or assembly process, title in the **products** shall remain with us until you have made payment for all **products** supplied and when those **products** are mixed with other property so as to be part of or a constituent of any new products, title to the new products shall be deemed to be assigned to us as security for the full satisfaction by you of the full amount owing between you and us.
- 8.4 You give us an irrevocable authority and licence to enter any premises occupied by you or on which the **products** are situated at any reasonable time after default or before default if we consider a default is likely to occur or the products are "at risk" and remove and repossess any **products** and any other property to which **products** are attached or in which **products** are incorporated ("the repossession").
- 8.5 We are not liable for any costs, damages, expenses or losses incurred by you or any third party or liable in contract or in tort as a result of the repossession and you agree to indemnify us for any costs, damages, expenses or losses incurred as a consequence of the repossession.
- 8.6 Following repossession we are entitled to sell the repossessed **products** and property or retain the repossessed **products** and property and give credit for such reasonable amount as we shall determine.

9. Does a warranty apply?

- 9.1 Any written warranty that we provide to you will also form part of this contract.

10. What is the limitation on our liability?

- 10.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986, the Sales of Goods Act 1908 and other statutes may imply guarantees, warranties or conditions or impose obligations upon us that cannot by law be excluded.
- 10.2 However, subject to clause 10.1, it is agreed that we are not liable to you for any loss or damage of any kind whatsoever, arising from the supply of **products** by us to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including our negligence) or otherwise.

11. What also are you agreeing to?

- 11.1 We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
- 11.2 If we fail to enforce any of the terms and conditions contained in this contract it shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.
- 11.3 If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.
- 11.4 It is agreed that these terms and conditions are subject exclusively to New Zealand law and should any dispute arise are to be determined within New Zealand jurisdiction only.