

## ACCOUNT APPLICATION

<b>Applicant's full legal name</b>	("the applicant")
<b>Trading as</b>	
<b>Postal address</b>	
<b>Physical address</b>	
<b>Email for general correspondence</b>	
<b>Email for invoices and statements (if different than above)</b>	
<b>Nature of business</b>	
<b>Years in business</b>	
<b>Contact name and position</b>	
<b>Phone No</b>	
<b>Mobile No</b>	

	Limited Company	Individual	Sole trader	Partnership	Other (please specify)
<b>Please tick</b>					

If a limited liability company, full details of directors:		
Name	Address	Phone No

Trade references:			
Company	Contact name	Phone No	Account opened since

<b>General description of services to be provided:</b>	
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**I warrant to Steelmasters Auckland Ltd:**

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

Sign	Name	Position	Date

## 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 and services** from **Steelmasters Auckland Ltd (“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, enforce any rights under this contract and market any of our **products and services** to any other entity.
- 2.2 You agree that we may give that information to any person for the above purposes, but you may 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 and services?

3.1 In these terms and conditions “**products and services**” means and includes, without limitation, the following:

- the manufacture and supply of metal fasteners, bolts and fittings;
- all electroplating, zinc plating and galvanizing services; and
- all products and services identified in any account application, 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** of the **products and services** is as agreed between you and us.
- 4.2 If no price is stated in writing the **products and services** will be treated as supplied at the current amount that we supply those **products and services** at the time of our contract with you.
- 4.3 A minimum invoice value of \$10.00 plus GST is charged for Steelmasters.

### 5. What and when must you pay us?

- 5.1 Unless payment is required immediately, you agree to pay us as follows:
- on or before the 20<sup>th</sup> day of the month following the date of our invoice (“the due date”); and
  - a deposit may be required; 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 and services**:
- the quote will remain valid for the number of days prescribed on the quotation; and
  - when **products and services** are required in addition to the quotation, you agree to pay for the additional cost of such **products and services**.

### 7. When does delivery occur?

- 7.1 We are responsible for products you purchase, only until they are given or delivered to you. Thereafter you are responsible for the products.
- 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 and services** supplied, we retain ownership of the products we have supplied you.
- 8.2 Until you have paid us in full for the **products and services** 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.

### 9. When can products be returned?

- 9.1 No products will be accepted for return without our prior approval and a re-stocking fee may apply.
- 9.2 There will be no returns on special or customised manufactured orders.

### 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 (“the statutory restrictions”).
- 10.2 Subject to the statutory restrictions, it is agreed by you that we are not liable to you for any loss or damage of any kind whatsoever, arising from the supply of **products and services** 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.