



S H E E T M E T A L F A B R I C A T E D P R O D U C T S L T D

GENERAL & PRODUCTION FABRICATION IN SHEET METAL SOLID FUEL SYSTEMS • HEATING • VENTILATION

**P.O. Box 58 286
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Manukau 2163**

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CREDIT ACCOUNT APPLICATION

Please ensure that the appropriate details are completed so there is no delay in processing this application.

REGISTERED NAME OF COMPANY.....

TRADING NAME
STATUS – Mr/Mrs/Miss/Partnership/Limited Company(Delete others)

STREET ADDRESS.....

DELIVERY ADDRESS (if different from above).....

ACCOUNT ADDRESS.....

PHONE BUS ()..... PVT ().....FAX ().....

PHONE MOBILE ()..... E-MAIL ADDRESS

ACCOUNTS CONTACT PERSONPURCHASING OFFICER.....

NAME AND ADDRESS OF DIRECTORS/PARTNERS/SOLE TRADER

1.....Address.....

2.....Address.....

REGISTERED OFFICE ADDRESS OF COMPANY

PAID UP CAPITAL

DATE OF REGISTRATION..... REGISTRATION NO.....

BANK.....BRANCH.....

TRADE REFERENCES

1..... Ph ().....

2..... Ph ().....

3..... Ph ().....

PAYMENT

Payment is due on the 20th of the month from despatch, unless otherwise authorised.

ACCEPTANCE

I/We hereby accept the Credit Terms and Conditions of SFP Sheetmetal Fabricated Products Ltd. As detailed on the back of this Credit Application Form and as set out in the price list catalogue.

Signature of authorised officer..... Print Name.....

Position Date



PRIVACY ACT

DISCLOSURE AND CONSENT

I/We:

Authorise Sheetmetal Fabricated Products Ltd. to collect any information it reasonably regards as necessary for its credit enquiry and control purposes, from any reputable credit agency(s) or debt collection agency (s) and/or from any other person(s) or corporate body(s) as it considers appropriate, and

Authorise any reputable credit agency(s) or debt collection agency(s) and/or any other person(s) or corporate body(s) to provide Sheetmetal Fabricated Products Ltd. with any information which may reasonably be regarded as necessary for Sheetmetal Fabricated Products Ltd. credit enquiry and/or control purposed, and

Authorise Sheetmetal Fabricated Products Ltd. to provide, to any reputable credit agency(s) or debt collection agency(s) and/or any other person(s) or corporate body(s), in response to any credit enquiries by them, details of this credit application and of any dealings following on from it.

I/We also acknowledge that I/We do not have to provide Sheetmetal Fabricated Products Ltd. with any information, but that if I/We do not, it may affect their decision whether or not to continue giving me /us supply on credit terms. I/We understand that I/We have certain rights under the Privacy Act 1993, to access and correct any information Sheetmetal Fabricated Products Ltd. holds about me/us.

Signature.....

Name

Terms and Conditions of Sale

1. Consumer Guarantees Act 1993

- 1.1 Nothing in these Conditions of Sale and Service shall restrict, negate, modify or limit any of your rights under the Consumer Guarantees Act 1993 where:
- 1.1.1 The goods you are acquiring are of a kind ordinarily acquired for personal, domestic or household use or consumption; and
 - 1.1.2 You are not acquiring the goods for a business purpose.

2. Acceptance of Orders

- 2.1 We, Sheetmetal Fabricated Products Ltd, will only supply you, the customer, with goods on these terms unless we have agreed in writing to different terms.

3. Price

- 3.1 The price of the goods:
- 3.1.1 Will be our current prices at the date of delivery unless we have quoted a firm price;
 - 3.1.2 Always exclude GST, unless otherwise stated, and the amount of such tax shall be added to the price of the goods; and
 - 3.1.3 Does not include the cost of delivering the goods to you.
 - 3.1.4 May be increased if we incur higher freight, insurance or import charges or higher foreign exchange costs after the order is placed, or if we incur extra costs because you did not provide us with information or licences by the time we required.
- 3.2 When we have quoted a firm price and no period of effectiveness is given, then the price will only apply for 90 days from the date of the quote.

4. Payment

- 4.1 You must pay us the price by the 20th of the month following the date of our invoice, unless otherwise agreed. If you do not, we will be entitled to:
- 4.1.1 Defer supplying you with any more goods;
 - 4.1.2 Charge you penalty interest on the amount owing to us at the rate stated in our statement and/or invoice from the time the payment was due;
 - 4.1.3 Treat the contract as having been cancelled by you;
- 4.2 You agree to indemnify us for all costs and expenses (including costs and expenses) we may incur as a consequence of your failure to pay the purchase price in accordance with this clause 4.0.
- 4.3 If we reasonably believe that you will not pay any monies to us for any reason, then we may demand from you:
- 4.3.1 Payment in full of any monies owing to us;
 - 4.3.2 That you provide us with adequate collateral to secure the payment of all monies owing to us before we commence, or continue to manufacture and/or deliver goods to you.
- 4.4 We may in our discretion apply any payments we receive from you towards any indebtedness you may have with us. We are bound by any conditions or qualifications that you may make in relation to any payments made to us.

5. Title and Risk

- 5.1 Goods are at your risk as soon as they have been delivered to you. For the purposes of this clause 5.0 and clause 6.0 delivery shall be deemed to have taken place once:
- (a) when we have accepted your order; and
 - (b) the goods are on our premises; and
 - (c) the goods are set aside for sending to you; and
 - (d) either transit arrangements have been made for the goods, or the goods are ready for collection.
- 5.2 We remain the owners of the goods we supply you until you have paid in full all amounts that you owe to us for all the goods we have supplied to you:
- 5.3 While we are the owners of the goods:
- 5.3.1 you will always keep the goods clearly identified as our property;
 - 5.3.2 we will still own the goods even if you repackage them;
 - 5.3.3 if you mix the goods with other material, we will own a share of the mixture that equals the proportion that the cost of our goods bears to the total cost of materials comprising the mixture;
 - 5.3.4 you may sell the goods only if you keep enough of the sales proceeds to pay us for the goods in a separate bank account in trust for us;
 - 5.3.5 you licence us to enter any of your premises during normal business hours to repossess the goods while you owe us money. You cannot revoke this licence.
 - 5.3.6 The fact that we own the goods will not affect our right to sue you for the price if

you do not pay us on time. We have no obligation to accept returned goods instead of being paid for them. We have no obligation to do anything to limit any loss we might suffer if you do not pay us on time.

6. Delivery

- 6.1 We will at your cost, freight the goods to you by whatever method and route we consider to be the most expedient. The cost of freight will be shown separately on our invoice.
- 6.2 Where you require us to freight the goods to you urgently, we reserve the right to charge you for any additional freighting expenses incurred.
- 6.3 If you have specified a delivery date, we will try and deliver the goods to you by that date. However:
- 6.3.1 we will be entitled to deliver the goods to you after the agreed delivery date or cancel the contract without being liable to you in any way if the delay in delivery is in respect of causes outside our control;
 - 6.3.2 we may deliver the goods to you by instalments in any quantities and each delivery will be a separate contract independent from the other deliveries.
- 6.4 If you do not specify a reasonable time for delivery of the goods, and we have not accepted any such time specified for delivery, we will not be liable to you for late delivery of the goods in any circumstances.
- 6.5 You may not refuse to accept delivery of goods where we have agreed in writing.

7. Exclusions and Limitations to our Liability

- 7.1 Subject to clause 1 of the Conditions, where we are permitted by law, we exclude or contract out of all statutory conditions, guarantees and warranties other than those expressly stated in these terms and conditions.
- 7.2 We will not be bound by any representations that we make unless they are in writing.
- 7.3 We give all technical advice or assistance entirely at your risk.
- 7.4 We warrant only that the goods comply with our specifications where we are the manufacturer or that they comply with the manufacturer's specifications where we are not the manufacturer.
- 7.5 All descriptions of the goods are to only enable their identification and does not mean that the sale of the goods is a sale by description.
- 7.6 We will not be liable to you for any direct, indirect or consequential loss in respect of the goods, or for any delay or failure to supply the goods except where it is due to our gross negligence or wilful default. However, our liability to you in that instance is limited to the amount that we may receive from the manufacturer if we are not the manufacturer or to the sale price of the goods where we are the manufacturer.
- 7.7 We will not be liable to you for any direct, indirect or consequential loss in respect of the goods as a consequence of improper installation, maintenance, accident, neglect, misuse or operation of the goods beyond their rated capacity.

8. Claims

- 8.1 We will at our option replace or give a credit to you for any goods which contain a manufacturing defect if:
- 8.1.1 You advise us of your claim within 30 days of such a defect becoming apparent in the goods, quoting the despatch number and/or invoice number where appropriate.
 - 8.1.2 Your claim identifies the manufacturing defect, and the nature of your claim.
 - 8.1.3 You obtain our consent to the return of the goods, prior to returning the goods to us.
 - 8.1.4 The goods are returned to us in the same condition in which they were received by you.
 - 8.1.5 You will pay for the cost of returning the goods.
 - 8.1.6 You will pay our handling fee.
- 8.2 If you dispute any item or amount contained in any invoice, you must advise us of such a claim within 30 days after receipt of that invoice. If you fail to give us such notice you will be deemed to have accepted the contents of the respective invoice.

9. Indemnity

- 9.1 Where you acquire the goods for the purpose of resupplying them to a customer other than yourself, then it is agreed that you will contract out of the application of the Consumer Guarantees Act 1993 within the contract for the resupply of the goods, where you are reselling the goods to a business.
- 9.2 If you fail to contract out of the Consumer

Guarantees Act 1993 in accordance with clause 9.1 above then you will indemnify us for any damage or expenses that we may incur as a result of any claim being brought against us by a customer who purchases the goods from you, which would have been otherwise barred had you contracted out of the Consumer Guarantees Act 1993.

- 9.3 You will indemnify us for any liability that we may incur which arises as a consequence of representations made by you about any of the goods which are made otherwise than in accordance with our express specifications and warranties which accompany the product.
- 9.4 You will indemnify us for any liability that we may incur which arises as a consequence of any claim by your customers, servants, agents, or any other person in respect of any loss, damage or injury incurred as a consequence of any defect in the goods.

10. Return of Goods

- 10.1 We will only be liable to you for shortfalls, losses, damage or failure to meet specifications where you have notified us of those matters within 7 days of taking delivery.
- 10.2 Goods which do meet your order may not be returned to us unless:
- 10.2.1 We have agreed in writing that they may be returned.
 - 10.2.2 You have not had the goods for more than 7 days.
 - 10.2.3 You will pay for the cost of returning the goods.
 - 10.2.4 You will pay our handling fee.
 - 10.2.5 The goods are still of a fit and merchantable quality, and the goods and the packaging are not soiled or damaged.

11. Quotes

- 11.1 Where these terms and conditions form part of a written quote, the quote shall only remain valid for 30 days from the date of the making of the quote, and may be withdrawn by us at any time prior to the quote being accepted by you.
- 11.2 You must give us notice in writing of your acceptance of any quote we may give you.

12. Goods for Sale Only in New Zealand

- 12.1 You may only sell or use the goods in New Zealand and must not allow them to be exported without our prior written agreement.

13. Intellectual Property

- 13.1 All our trademarks or other intellectual property rights in respect of the goods remain our property and you may not use, remove, interfere with or alter them in any way.
- 13.2 We make no representation that the goods will not infringe the intellectual property rights of any other person and will not be liable for any costs that you may incur as a result. You will notify us immediately if you receive a claim from a person alleging that it is the owner of any intellectual property rights relating to the goods and if we consider ourselves to be affected, we shall be entitled to completely control the defence or settlement of the claim.
- 13.3 You will indemnify us against all damages, losses and liabilities we may incur as a consequence of any work which we shall undertake in accordance with your instructions, or those instructions of your customer which infringe, or allegedly infringe any third parties intellectual property rights.

14. Assignment

- 14.1 You may not assign your rights or delegate your performance under this agreement without our consent in writing.

15. Proper Law

- 15.1 These conditions shall be interpreted and governed by the law of New Zealand.

16. Arbitration

- 16.1 We may refer any disputes between us to an arbitrator who shall be a person appointed by the President of the New Zealand Chamber of Commerce.

17. Waiver

- 17.1 In the event that either of us fail to perform an obligation under these Conditions of Sale and Service, and the non-defaulting party does not elect to enforce that obligation, then the non-defaulting party's inaction shall not prevent that party from enforcing that obligation at a later date, and does not constitute a waiver of any of the terms and conditions contained in these Conditions by the non-defaulting party.