



THE METAL COMPANY

Application for Credit Account

*If Limited Company / Sole Trader / Partnership / Trust (please select)

Registered Company Name*:

Trading As (if required):

Company Number/NZBN*:

*If Partnership / Sole Trader

Owners Full Name: (including middle names)

Date of Birth*:

*Tell Us About Your Company

What are your requirements for Stainless Steel Products? *:

Current Monthly Spend on Stainless*:

Monthly Limit Required*:

*Contact Details

Company Phone Number*:

Website:

Delivery Address*: Address

City

Post Code

Country

Preferred Accounts Contact

Accounts Contact Name*:

Accounts Email*:

Accounts Phone Number*:

*Company Staff Contacts

Full Name		Phone / Mobile	
Email	☐ Web Login Req.	Position	
Full Name		Phone / Mobile	
Email	☐ Web Login Req.	Position	
Full Name		Phone / Mobile	
Email	☐ Web Login Req.	Position	
Full Name		Phone / Mobile	
Email	☐ Web Login Req.	Email	
Full Name		Phone / Mobile	
Email	☐ Web Login Req.	Position	



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Customers Acknowledgements

As applicant, I/We have read and agree to be bound by The Metal Company Terms and Conditions of Trade (As per page 3 of this document). We certify that the information given in this document is true and correct and that we are authorised to make this application on behalf of the customer.

Name: _____ Date of Birth: _____

Position: _____

Date: _____ Signed: _____

In consideration of the Company's supply at our request of goods and services to the Applicant I/We personally guarantee to the Company due and punctual performance by the Applicant of its obligations to the Company and agree to be deemed to be principal debtor for all accounts held by the applicant with the Metal Company and this is a continuing guarantee and indemnity which is not discharged by settlement or payment of any account. I/We confirm that I/we have been advised by The Metal Company to seek legal advice before signing this acknowledgement and guarantee.

Name: _____ Date of Birth: _____

Position: _____

Date: _____ Signed: _____

Once Completed, please scan and email to: sales@themetalconpany.co.nz



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S Fisher & Sons Ltd (the "Company") trades as 'The Metal Company'. All credit sales made by the Company to the applicant/customer (the "Customer") are subject to the following terms and conditions:

- The Customer authorises the Company to make enquiries of third parties to supply and disclose information in order to assess the Customer's application for credit. For the purposes of the Privacy Act 1993, the Customer authorises the Company to obtain information regarding the Customer's credit from credit agencies.
- After processing and approval of the Customer's application, a credit limit will be discussed and fixed, and the Customer's indebtedness to the Company should not exceed this limit. Any purchase that would have the effect of causing the limit to be exceeded should be discussed with the Company prior to lodgement. The credit limit may be increased when a satisfactory payment record has been achieved.
- Payment terms are strictly 20th of the month following the date of invoice, UNLESS otherwise stated, e.g. 7 days, or cash on delivery. Unless otherwise agreed in writing by the Company, full payment for the goods supplied shall be due on those terms.
- The Company may charge interest at the rate of 2.5% per month on all overdue accounts, calculated from the date on which payment was due until the date of actual payment. The Customer will pay all the cost of the Company (e.g. Debt collector's fee) for the purpose of obtaining payment of any monies owing to it or enforcing the company's right, powers and remedies under these terms of business.
- The Company may refuse to supply any further goods and/or grant further extensions of credit while any overdue amounts owing to the Company remain unpaid.
- The Company may withdraw credit facilities at any time without notice.
- Any disputed goods or invoices must be advised in writing within 7 days of receipt of goods. Payment to be made to us without set off or deduction of any kind.
- Returns apply to Trade Accounts only. Goods returned for credit are unable to be accepted without obtaining a Return Authority. Returned goods must be unused with the original packaging and proof of purchase. Goods must be returned to The Metal Company within 7 days of dispatch from The Metal Company for full credit to apply. A 20% handling charge will incur on goods returned between 7-28 days and a 50% charge will incur on goods returned between 28-59 days. Goods are non-returnable after 60 days. All procured, cut or fabricated goods are non-returnable. S Fisher & Sons Ltd's liability is limited to the cost of replacement of any products supplied by it so that its total liability will not exceed the price of the goods. All returns are at the discretion of S Fisher & Sons Ltd.
- Risk in the goods shall pass at the time of delivery, and the Customer shall insure (and keep insured) the goods from the point of delivery.
- Property and ownership in the goods will not pass to the Customer but will remain in the Company until payment in full of the purchase price of the goods and all other amounts owing to the Company by the Customer. This creates a security interest in the goods supplied to you under the Personal Property Securities Act 1999 ("PPSA"). We may at any time enter your premises to uplift goods that we have a security interest in. If goods that we have a security interest in are processed included or dealt with in any way causing them to become accessions, processed or co-mingled goods, our security interest will continue in the whole in which they are included. You shall not grant any other security interest or any lien in either the goods or in the whole. You waive any rights you have under Sections 114(1) (a), 116, 120(2), 121, 125-127, 129, 131, 133, 134 of the PPSA. You waive your right to receive a copy of a verification statement.
- The Customer will immediately notify the Company of any change in the ownership of the Customer, or the inability to pay the Customer's debts as and when they fall due.

Exclusions of liability, and limitations of liability

- The guarantees contained in the Consumer Guarantees Act 1993 are excluded where you acquire the goods from us for the purposes of business in terms of Section 2 and 43 of that Act.
- Except to the extent that the law prevents us from excluding liability, and except as is expressly set out below, the Company is not liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by you or another person and whether in contract, or tort (including negligence), or otherwise and whether such loss or damage arises directly or indirectly from the goods provided by us to you. Our liability is limited to the price of the goods purchased by you, or the sum \$10,000, whichever is the lesser. • Any claim against the Company in respect of defective goods must be made in writing within 14 days of the defect becoming known or becoming apparent to the Customer. The Company is not liable in respect of any claim notified outside that limitation period. •
- Goods are supplied on the basis of specifications and technical information provided by manufacturers. To the best of our knowledge, the specified products comply with the information as provided by the manufacturer. Other than that, the Company provides no further warranty in relation to any goods supplied