



THE METAL COMPANY

Company Staff Contacts			
Name	Position	Phone / Mobile	Email
Jesse Fowell	Owner	0273784053	jesse@exceedengineering.co.nz

Farmlands Card Charge Option	
Name on Card	Card Number

Customer's Acknowledgments and Personal Guarantee

As applicant and customer, 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: Jesse Fowell Date of Birth: 25.02.89
Position: Owner
Date: 31.08.18 Signed: J Fowell

In consideration of the Company's supply at our request of goods and services to the applicant/customer, I/we personally guarantee to the Company due and punctual performance by the Applicant/Customer of its obligations to the Company and agree to be deemed to be principal debtor for all accounts held and amounts owed by the Applicant/Customer to 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 personal guarantee.

Name: Jesse Fowell Date of Birth: 25.02.89
Position: Owner
Date: 31.08.18 Signed: J Fowell

Name: _____ Date of Birth: _____
Position: _____
Date: _____ Signed: _____

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



THE METAL COMPANY

Terms and Conditions of Trade

- All credit sales made by S Fisher & Sons Ltd - trading as The Metal Company ("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.
- 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.
- 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 credit limit may be increased when a satisfactory payment record has been achieved.
- 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.
- 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 7-14 days. All procured, cut or fabricated goods are non-returnable. Goods are non-returnable after 14 days. 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.
- For the purposes of the Privacy Act 1993, the customer authorises the Company to obtain information regarding the Customer's credit from credit agencies.
- 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.
- 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.
- The Customer will immediately notify the Company of any change in the ownership of the Customer or the ability to pay the Customer's debts as and when they fall due.
- The guarantees contained in the Consumer Guarantees Act 1993 are excluded where you require 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, we shall not be 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. Not with standing this, if we are found liable, our liability is limited to the price of the goods purchased by you.



THE METAL COMPANY

Application for Credit Account

Company Contact Details	
Phone Number: 0273784053	Fax Number:
Alternative Number:	Website:
Delivery Address:	Postal Address:
Address 74 Terau Street	Address same as delivery
City Manaiak	City address
Post Code 4616	Post Code
Country New Zealand	Country
Preferred Accounts Email	
Account Queries / Invoices: jesse@exceedengineering.co.nz	
Legal Contact Details	
Accountant: McCallum & Dallas	Solicitor:
Contact Name Huub Regtien	Contact Name
Phone Number 06 278 5041	Phone Number
Limited Company / Sole Trader / Partnership / Trust (please circle)	
Registered Name:	
Trading As:	
Nature of Business: /	Monthly Limit Required:
If Limited Liability Company:	
Registered Office: NZ Companies Office	Date of Incorporation: 26 June, 2018
Company Number: 9429046866813	GST Number: 126 258 070
Names of Directors: Jesse Fowell	Address of Directors: as above
Names of Directors:	Address of Directors:
If Partnership/Sole Trader:	
Owners Name: (In full, including middle names)	
Home Address:	
Phone Number:	
Date of Birth:	
Trade References:	
Please do not use metal merchants or corporates such as fuel or power companies	
Name	Phone
No metal merchants of corporates new company	
No metal merchants of corporates	
No metal merchants of corporates	

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