



Powdercoat Solutions Ltd
PH: (03) 365 4424
Please return to:
info@powdercoatsolutions.co.nz
90 Coleridge St, Sydenham, Christchurch
8023

APPLICATION FOR CREDIT ACCOUNT

APPLICANT DETAILS: *Please ensure all sections are completed and checked, before returning to Powdercoat Solutions Ltd*

Trading Name of Organisation

Company Sole Trader Partnership Trust Other

Nature of Business

Full Legal Name of Organisation

How long has the organisation been trading?

Date of Incorporation (if relevant)

Incorporation No. (if relevant)

Delivery Address (for Courier purposes)

Postal Address

Address of registered office (if company or society etc) if different from physical address

Contact Person

Contact Details

Daytime Telephone:

Mobile:

Email Address:

Accounts to be Emailed to:

PO Required: Yes/No

If Partnership/Trust/Other unincorporated body also complete the following

No of Partners

Full names of first and second partner/trustee/member etc

(if more than 2 partners/trustees/members etc please provide additional information on separate sheet)

1
 2

DOB:
 DOB:

Residential Addresses

1
 2

This property is
 Rented / Owned
 Rented / Owned

Solicitor

Accountant

Bank

Branch

Trade References

1
 2

DECLARATION

By signing and returning this Application, I/we (the Client):

1. Understands that Powdercoat Solutions Ltd ("the Supplier") reserves the right to decline this Application.
2. Confirm that the information supplied by me/us in this Application is correct and complete and I/we agree to immediately advise the Supplier of any change of any of the information contained in this Application.
3. Have read and understood the Supplier's standard terms and conditions of trade ("Terms of Trade") included with this Application and agree to be bound by the Terms of Trade (including any variations or replacement) and this Application.
4. Agree that all orders for goods (being the goods described on the invoices) placed with the Supplier are supplied on these terms and on the Terms of Trade.
5. Authorise any person or company to provide the Supplier with such credit information as the Supplier may require about me/us.
6. Authorise the Supplier to collect personal information about me/us from the trade referees named in this Application and from the credit reference agencies used by the Supplier. I/We acknowledge that such information is collected for any purpose connected with my/our business, for considering this Application and for all purposes in connection with the Supplier marketing of products and services in New Zealand. I/We consent to the Supplier disclosing such information to credit reference and debt collection agencies as part of information exchanges with them. I/We acknowledge that my/our rights at law in relation my/our rights at law in relation to obtaining and correcting all information about me/us held by the Supplier are not affected.
7. Acknowledge that where more than one applicant applies for credit under this Application, each applicant will be jointly and severally liable.

If you have signed this application as a Director, Partner, Trustee or in any other capacity, you agree that the Supplier may collect personal information about you (in your personal capacity) from the credit reference agencies used by the Supplier. You acknowledge that such information is collected for the purpose connected with the Applicant's business and for considering this Application. You may access any personal information held by the Supplier about you.

Signed by the Applicant:

Name(s)

| |
|---|
| 1 |
| 2 |

Position/Title (e.g. Director, Partner, Trustee)

| |
|---|
| 1 |
| 2 |

Signature(s)

| |
|---|
| 1 |
| 2 |

Date:

| |
|--|
| |
| |

Note:

1. If more than one Applicant all Applicants must sign; or
2. If the Applicant is a partnership or a trust all partners and non-professional trustees must sign.

GUARANTEE

In consideration of Powdercoat Solutions Ltd Ltd ("the Supplier") approving this Application by the Applicant ("the Client"), I (the guarantor, whose name is listed below) jointly and severally unconditionally guarantee payment by the Client of all monies due and owing by the Client to the Supplier, in respect of all credit extended by the Supplier as a consequence of this Application including all monies due and owing by the Client to the Supplier under the terms of the Supplier's Terms of Trade. I acknowledge that I have read and understood the contents of the Supplier's Terms of Trade.

I accept that as between the Supplier and myself I am liable as a principal debtor in respect of such monies. I accept that my guarantee is unaffected by the unenforceability of any payment of such monies, by the liquidation or bankruptcy of the Client, by the giving of time or any indulgence to the Client by the Supplier or any other matter. I accept that the Supplier may make demand for payment on me without demand being made of the Client.

Full Name of Guarantor:

| |
|--|
| |
|--|

Full Occupation of Guarantor:

| |
|--|
| |
|--|

Address of Guarantor (not PO Box)

| |
|--|
| |
|--|

Signature of Guarantor:

| |
|--|
| |
|--|

Date:

| |
|--|
| |
|--|

Witness Signature:

| |
|--|
| |
|--|

Witness Name (please print)

| |
|--|
| |
|--|

Occupation of Witness:

| |
|--|
| |
|--|

Address of Witness (not PO Box)

| |
|--|
| |
|--|

Date:

| |
|--|
| |
|--|

POWDERCOAT SOLUTIONS LIMITED STANDARD TERMS AND CONDITIONS

1 Definitions

- 1.1 "Seller" means Powdercoat Solutions Limited, its successors and assigns or any person acting on behalf of and with the authority of Powdercoat Solutions Limited.
- 1.2 "Client" means the person/s or any person acting on behalf of and with the authority of the Client requesting the Seller to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
 - (a) if there is more than one Client, is a reference to each Client jointly and severally; and
 - (b) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (c) includes the Client's executors, administrators, successors and permitted assigns.
- 1.3 "Incidental Items" means any goods, documents, designs, drawings or materials supplied, consumed, created or deposited incidentally by the Seller in the course of it conducting, or supplying to the Client, any Services.
- 1.4 "Services" means all Services supplied by the Seller to the Client at the Client's request from time to time.
- 1.5 "Price" means the price payable (plus any Incidental Items and Services Tax ("GST") where applicable) for the Services as agreed between the Seller and the Client in accordance with clause 5 of this contract.

2 Acceptance

- 2.1 Any act by the Client or those legally acting on behalf of the Client which requests the Seller to begin performing any services or providing and materials will be deemed as acceptance to these Terms & Conditions.
- 2.2 Once these Terms & Conditions are accepted they are irrevocable and cannot be amended without written consent of the Seller.
- 2.3 In the event there is more than one party as a Client to these Terms & Conditions, all Clients will be jointly liable for these Terms & Conditions. Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.
- 2.4 Should the Client cancel the engagement of the Seller after it has been accepted, the Client agrees they may be held liable for any costs incurred by the Seller in relation to the provision of the services and/or provision of products up to the point of cancellation.
- 2.5 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3 Errors and Omissions

- 3.1 The Client acknowledges and accepts that the Seller shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 - (a) resulting from an inadvertent mistake made by the Seller in the formation and/or administration of this contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Seller in respect of the Services.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of the Seller; the Client shall not be entitled to treat this contract as repudiated nor render it invalid.

4 Change in Control

The Client shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees or business practice). The Client shall be liable for any loss incurred by the Seller as a result of the Client's failure to comply with this clause.

5 Quotes, Price and Payment

- 5.1 At the Seller's sole discretion, the Price shall be either:
 - (a) as indicated on any invoice provided by the Seller to the Client; or
 - (b) the Seller's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 5.2 The Seller reserves the right to change the Price if a variation to the Seller's quotation is requested. Variations will be charged for on the basis of the Seller's quotation, and will be detailed in writing, and shown as variations on the Seller's invoice. The Client shall be required to respond to any variation submitted by the Seller within ten (10) working days. Failure to do so will entitle the Seller to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 5.3 At the Seller's sole discretion a non-refundable deposit may be required.
- 5.4 Time for payment for the Services being of the essence, the Price will be payable by the Client on the date/s determined by the Seller, which may be:

- (a) on Collection of the goods;
 - (b) before Collection of the goods;
 - (c) the date specified on any invoice or other form as being the date for payment; or
 - (d) failing any notice to the contrary, the date which is twenty (20) days of the month following the date of any invoice given to the Client by the Seller.
- 5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Client and the Seller.
- 5.6 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5.7 Where the Client fails to pay any tax invoice on or before the due date, the Client agrees that the Seller will add interest to the total amount owing at the rate of 3% interest per calendar month and that the Client will be liable to pay an accrued interest in addition to the outstanding amount.
- 5.8 In the event the Client defaults in payment of an invoice, the client shall indemnify the Seller from any costs incurred by the Contractor in recovering the outstanding amount including but not limited to solicitors fees.

6 Risk

- 6.1 The Client acknowledges that Materials supplied (including but not limited to, paint, varnish, or other finish) may exhibit variations in shade, colour, texture, surface, finish and may fade or change colour over time. The Seller will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.
- 6.2 The Seller shall not be held liable for any costs, losses or damages where there are delays to pre-constructions work not being completed by either third parties or circumstances beyond the Seller's control.
- 6.3 Where the Client has provided instructions, colour samples or specifications for the Seller to complete the Services (including, but not limited to, any requested variation to the original design), then the Seller shall accept no liability whatsoever for the finished Services being deemed as unsatisfactory to the Client or a colour variation of up to 5%.
- 6.4 The Client acknowledges that finished surfaces may
- (a) exhibit variations in shade, colour, texture, surface, finish, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time; and
 - (b) expand, contract or distort as a result of exposure to heat, cold, weather; and
 - (c) mark or stain if exposed to certain substances; and
 - (d) be damaged or disfigured by impact or scratching.

7 Compliance with Laws

- 7.1 The Client and the Seller shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.
- 7.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.
- 7.3 The Client agrees that the site will comply with any Health and Safety at Work Act 2015 (HSW) laws relating to building/construction sites and any other relevant safety standards or legislation.

8 Defects

- 8.1 The Client shall inspect the Services on delivery and shall within seven (7) days of delivery notify the Seller of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Client shall afford the Seller an opportunity to inspect the Services within a reasonable time following delivery if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 8.2 For defective Services, which the Seller has agreed in writing that the Client is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Services or rectifying the Services provided that the Client has complied with the provisions of clause 13.1.

9 Warranties

- 9.1 To the extent permitted by statute, no warranty is given by the Seller as to the quality or suitability of the Materials for any purpose and any implied warranty, is expressly excluded. The Seller shall not be responsible for any loss or damage to the Materials, or caused by the Materials, or any part thereof however arising.

10 Consumer Guarantees Act 1993

10.1 If the Client is acquiring Services for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Services by the Seller to the Client.

11 Jurisdiction

11.1 It is agreed by the Parties that these Terms and Conditions will be construed in accordance with the Law of New Zealand and each Party covenants that it submits to the jurisdiction of the Christchurch Courts of New Zealand for the resolution of any dispute under this agreement.

12 Force Majeure

12.1 Neither the Client nor the Seller shall be held liable for any breach of these terms where the breach arises from an act of God, war, natural disaster, terrorism or any other event beyond the reasonable control of either party.