



Add- 192A Rockfield Rd, Penrose Ph-09 526 0202 Web Site- www.welcofab.co.nz

1. APPLICANT

NAME:.....

TRADING AS:.....

POSTAL ADDRESS:.....

DELIVERY ADDRESS:.....

PH:..... FAX..... MOBILE..... EMAIL.....

2. THE APPLICANT IS (Complete one of the following)

- Sole Trader
- Partnership
- Private Company
- Public Company

REGISTERED NAME:.....

REGISTERED ADDRESS:.....

DATE BUSINESS COMMENCED:.....

NOMINAL CAPITAL:.....PAID CAPITAL:.....

#PARTNERSHIP

Is partnership Registered: Yes:..... No:

No. Of years in Partnership:.....

#SOLE TRADER

NAME:.....

NAME AND ADDRESS OF DIRECTORS / PARTNERS / SOLE TRADERS

SURNAME:.....GIVEN NAMES.....

ADDRESS.....

SURNAME:.....GIVEN NAMES.....

ADDRESS.....

SURNAME:.....GIVEN NAMES.....

ADDRESS.....



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CREDIT INFORMATION

CREDIT REQUIRED PER MONTH:.....

CURRENT PREMISES: LEASED:..... OWNED:.....

BANK:.....BRANCH:.....

TRADE REFERENCES

1. NAME:.....PH:.....FAX:.....

2. NAME:.....PH:.....FAX:.....

3. NAME:.....PH:.....FAX:.....

PRIVACY AUTHORITY

I/We authorise Welco Fabrication LIMITED To do the following-

Give credit reporting agencies personal information about me/us including information contained in this application. Information about payments, which are overdue more than 60 days recovery action, has been taken.

Obtain from a credit reporting agency a credit report containing personal information about me/us.

Give to obtain from credit providers information about my/our credit arrangements including information about my credit worthiness, credit standing, credit history pr credit capacity.

STANDARD TERMS AND CONDITIONS OF SALE

I/We have read and have understood Standard Terms and Conditions of Sale of Welco Fabrication LIMITED.

I/We agree that Standard Terms and Conditions of Sale of Welco Fabrication LIMITED apply to transactions between us current at the time.

CREDIT APPLICATION

I/We declare that the information in this application is correct.

Welco Fabricaion LIMITED may stop providing further credit at any time.

I/We acknowledge that failure to comply with Standard Terms and Conditions of Welco Fabrication LIMITED will cause the withdrawal of credit facilities and lead to subsequent legal action.

SIGNATURE OF APPLICANT

SIGNATURE:.....NAME:.....DATE:.....

SIGNATURE:.....NAME:.....DATE:.....

SIGNATURE:.....NAME:.....DATE:.....



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PERSONAL GUARANTEE

In favour of Welco Fabrication LIMITED (in this guarantee called “the Seller”).

In consideration of the Seller’s agreement to supply goods or services or both on credits to the applicant at my/our request, I/We guarantee separately and together to the Seller the performance by the applicant of each obligation under an agreement between the applicant and the Seller.

I/We agree to pay the Seller on demand and money payable to the Seller by the applicant plus expenses incurred by the Seller as a result of default by the applicant or by us.

I/We each charge with the payment of the money secured by this guarantee all my/our beneficial interest in land held now or in the future by me/us. I/We agree that if the Seller makes demand to me/us, I/We will immediately execute a mortgage or other instrument as requested by the Seller. If I/We fail to do so within a reasonable time of being so required, I/We hereby irrevocably and by way of security, appoint any credit manager or solicitor engaged by the Seller to be my/our true and lawful attorney to execute and register such instruments. I/We consent to the Seller lodging a caveat against real property owned by me/us to protect the Seller’s interest under this guarantee.

The Seller is not required to inform me/us of the amount of credit the Seller gives to the applicant. This applicant is not limited to the amount shown in this application as CREDIT REQUIRED PER MONTH. I/We understand that the Seller may give the applicant more credit than the applicant has asked for in this application.

This guarantee is a continuous guarantee and operates even if the Seller have given the applicant time to pay, the applicant become insolvent, the Seller stops supplying credit to the applicant, an agreement between the Seller and the applicant is unenforceable for any reason or the Seller do not act promptly to enforce the Seller’s rights.

I/We understand that we may only withdraw from this guarantee after giving the Seller 14 days prior written warning notice. Even than this guarantee will continue in force for all agreements entered into between the applicant and the Seller before the guarantee is withdrawn.

PRIVACY AUTHORITY

I/We agree that for the purpose of assessing whether to accept me/us as guarantors for credit provided to the applicant. Welco Fabrication LTD may obtain from a credit reporting agency a credit report containing personal information about me/us.

SIGNATURE OF GUARANTORS

SIGNATURE:.....NAME:.....DATE:.....

ADDRESS:.....

WITNESS SIGNATURE:.....WITNESS NAME:.....

SIGNATURE:.....NAME:.....DATE:.....

ADDRESS:.....

WITNESS SIGNATURE:.....WITNESS NAME:.....



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Terms and conditions

1. Definitions

- (a) In these conditions the term "The Company" means Welco Fabrication LIMITED and the term "buyer" refers to the person, firm, company or corporate entity purchasing Goods pursuant to the Contract.
- (b) The term "Contract" refers to the agreement between the Company and to the customer to supply the Goods.
- (c) The term "Goods" includes all pipes, fittings and valves and other sundry items that the Company may distribute.
- (d) The term "PPSA" means the Personal Property Securities Act 1999.
- (e) The term "CGA" means the Consumer Guarantees Act 1993
- (f) The Contract forms the basis on which Welco Fabrication LIMITED provides fabrication services and sells Goods to the buyer. Each such supply and sale shall be affected pursuant to the terms of this Contract (unless in any specific case agreed otherwise in writing). Any invoice or other document evidencing or describing any Goods and services are incorporated into and forms part of the Contract.

2. Payment, payment allocation and charges of Interest

- (a) All payments for products and services shall be made in full without any deductions made for any reason.
- (b) Any expenses, disbursements and legal costs incurred by Welco Fabrication in the enforcement of any rights contained on this contract shall be paid by the customer, including solicitor fees or debt collection agency fees.
- (c) Unless otherwise agreed to by the Company, the terms of payment will be payable in full within 20th day of the month following the date of the invoice. If the buyer fails to make any payment by the due date, the Company may, without prejudice to its other rights and remedies, suspend deliveries and terminate further credit facilities without notice to the buyer. The Company will then institute legal action for recovery of outstanding amount and legal costs and mercantile costs incurred.
- (d) The non-paying buyer will be subject to pay 1.5% non-compounding interest per month calculated on daily basis until the account is fully settled.
- (e) Unless agreed by the Company, orders cannot be cancelled by the buyer.
- (f) The buyer is to pay the prices and charges in accordance with the terms specified herein which, it is to be understood, are subject to change which could be resulted from various reasons such as rate of exchange, increase of cost added to the price of the Goods etc.
- (g) Until all payment is made by the customer and/or buyer all materials and products will be of Welco Fabrication LTD's possession.
- (h) Welco Fabrication is entitled to refuse to deliver the Goods if there are any outstanding moneys owing to Welco Fabrication by the buyer.

3. Delivery

- (a) The Company shall not be liable or responsible for any delays or defaults in delivery of the order or any part thereof nor for any direct or consequential loss or damage arising therefrom.

4. Liability

- (a) Where it has been established to the satisfaction of the Company that Goods are defective due to a fault in manufacturing or material, the liability (if any) of the Company shall, to the extent permitted, be limited to and discharged by the replacement of Goods, or (at its discretion), by their repair, or by refund, a price reduction or a credit to the account and shall not extend to any consequential loss or damage incurred by any person, unless agreed to by the manufacturer.

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- (b) Claim cannot be made if it is not notified within 30 days of delivery to the buyer quoting invoice number.
- (c) The Customer Guarantees act 1993 and the Fair Trading Act 1986 may imply certain warranties, conditions or impose obligations upon Welco Fabrication which cannot by law be excluded or modified. In such circumstances Welco Fabrication's liability will be excluded where it is allowed be excluded or if not allowed to be excluded will only apply the minimum extent required by the relevant statute.
- (d) Welco Fabrication shall not be liable for any loss or damage of any kind including loss of profits whether suffered or incurred by the customer or another person.

5. Retention of Title

- (a) It is a condition of sale that the title of the Goods supplied by the Company shall nor pass to the customer until full payment has been received and that all Goods on hand up to the value of the balance due to the Company will be deemed to be the property of the Company. If such payment is overdue in whole or part, the Company or any of its agents may (without prejudice to any of its other rights) recover or resell all or any such Goods.

6. Risk

- (a) Risk is deemed to be passed to the buyer on delivery by the Company.

7. Defects

- (a) The buyer shall inspect the Goods on delivery and shall within 7 days notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The buyer shall afford the seller an opportunity to inspect the goods within a reasonable time following delivery if the Buyer believes the Good are defective in any way. If the buyer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective goods, which the Seller has agreed in writing that the Buyer is entitled to reject, the Sellers liability is limited to either (at the Seller's discretion) replacing the goods or repairing the Goods.
- (b) Goods will not be accepted for return other than in accordance with 7(a) above.

8. Default

- (a) In the case of defaults by the buyer of overdue payment, in any case, the Company may suspend the contract and all the outstanding money payable may be subject to become due and payable. Any cost incurred by the Company related to enforcing this right shall be payable on demand.
- (b) At the time of default, the Company may appoint a receiver; the receiver has the absolute ownership of the Goods.

9. Insurance

- (a) The Company may request evidence of insurance over Goods in which the Company has the security interest. If the buyer fails to comply, the Company shall insure the Goods on subject and the cost of the insurance over the Goods will be payable by the buyer.
- (b) In the case of damage or loss of the Goods that has the security interest by the Company; the Company will be entitled to receive all the insurance proceeds.

10. PPSA

- (a) These terms create a security interest (as defined under the PPSA) in favour of the Company in Goods sold to the buyer.
- (b) The buyer undertakes to do such acts and provide such information as in the Company's opinion may be necessary or desirable to enable the Company to perfect any security interest created or provided for by these terms, as a perfected security interest with first priority. The buyer shall act immediately when requested by the Company.

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- (c) To the fullest extent permitted by law, the buyer waives any rights it may have now or in the future to receive a copy of any verification statement or other confirmation related to any security interest created or provided for by, or perfected in the manner contemplated by these terms.

11. Guarantees

- (a) CGA does not apply in respect of the Goods if the buyer is acquiring product under business purpose.
- (b) Buyer must notify the Company in writing if the Goods are going to be supplied to any other person, it will be subject to the Company's approval.
- (c) Buyer agrees to indemnify the Company against cost or liability incurred by the buyer in regards to breaching CGA.
- (d) There is no intention in the terms to contract out of CGA except to the extent of the Act. The terms will be subject to modification if in future, the Act affects the terms in any way.

12. Credit Claims

- (a) All Claims and account queries shall be directed to the applicable office of the Company. Claims for credits should be within (30) days from the date of invoice, or only at the Companies discretion. No claim for credit will be recognised unless the following details are supplied.
- Invoice or delivery docket number
 - Return for credit number
 - Reason for return
 - Returned freight-free
 - Goods are in saleable condition
- (b) Goods shall not be returned without the prior knowledge of the Company. The Company will not be liable for any freight charges unless the Company specifically authorises the mode of transport.
- (c) Any credit granted for the return of Goods shall only be for Goods, which are in a reasonable condition and shall be subject to a restocking fee. Goods normally stocked by the Company will be subject to a 15% restocking fee (15% of purchase price) or \$25.00 processing fee whichever is greater unless otherwise agreed. Goods, which have been specifically bought in for a customer from another supplier, will be subject to the restocking policy of the original supplier.
- (d) No credits will be granted for goods being fabricated once the purchase order is confirmed by the customer.

13. Conflict

- (a) These terms and conditions override any conflict between any provision of themselves and any invoice or other document evidencing or describing any Goods. Further, if there are any other document or arrangement which conflicts with the Contract, the Contract shall prevail.

By purchasing Goods and service from Welco Fabrication the customer hereby accepts the conditions of sale. The Company may vary terms and conditions at any time by notice in writing to the customer.

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