

Proline Trade Account Application Form

I/ We hereby apply for credit accommodation & submit the following information for this purpose:

Customer/Company Name: _____

Trading Name: _____

Customer Details

Public Company

Ltd Company

Partnership

Sole Trader/Individual

Trust

Accounts Contact Name: _____ Tel No.: _____

Accounts Email: _____

Purchasing Contact Name: _____ Tel No.: _____

Purchasing Email: _____

Primary Tel No.: _____ Primary Mobile No.: _____

Shipping/Trading Address: _____

Billing/Postal Address: _____

Estimated monthly account spend: \$

Do you require a PO reference on all orders? YES / NO

Director/ Proprietors Details

First/Last Name:

Email:

Tel. No.:

1. _____

Private address: _____

2. _____

Private address: _____

Trade References (3 required)

Company & Contact person:

Phone/Email:

1. _____

2. _____

3. _____

I/We hereby agree to abide by the terms and conditions as set out by Proline Group Ltd and consent to them gathering information through trade references as and if required, in relation to establishing a trading account with Proline Group Ltd.

Signature: _____ Name: _____ Date: _____
(Director/Proprietor) (Please Print)

Please initial or
sign T's & C's
over page

Auckland: 26D Ash Road, Wiri 2104

Nelson: 9 Kidson Place, Stoke 7011

Ph: 0800 699 353

Proline Welding Supplies - Terms & Conditions of Supply of Goods and Services.

1. Terms of Payment

Full payment for any and all goods must be made either on or before the 20th of the month following delivery (unless otherwise arranged with the *supplier*).

i. Failure to make a payment within seven (7) days of due date shall constitute a breach of these terms and conditions of supply for which the customer shall be liable to compensate the supplier by paying as liquidated damages (in addition to the amount due) interest on the amount due from the due date until the date of the payment at a rate approximately 2% above the base loading rate charged by the supplier's bank.

ii. Failure to make a payment within seven (7) days of due date shall, without prejudice to any of the supplier's other rights under the terms and conditions of supply, entitle the supplier to alter the customer's discount or rebate arrangement without prior notification to the customer.

2. a. Risk and the PPSA

Risk in any goods supplied by the supplier to the customer shall pass when such goods are delivered to the customer or into the custody on the customer's behalf. The customer shall provide all reasonable assistance and relevant information to enable the supplier to register a financing statement in respect of the goods supplied in accordance with the Personal Property Securities Act 1999 ("PPSA") PRIOR to the delivery of goods to the customer. The customer hereby waives its right to receive a verification statement in respect of any financing statement or financing change statement registered by or on behalf of the supplier in respect of the goods supplied. The customer agrees that to the extent permitted by law and in respect of the supply of goods under these terms and conditions the provisions of Part 3 of the PPSA which are for the benefit of the customer, or place obligations on the supplier as the secured party, shall apply only to the extent they are mandatory or the supplier agrees in writing to their application.

The customer acknowledges that the supplier shall be a secured party in the respect of the goods supplied under these terms and conditions and shall be entitled to register a financing statement in accordance with the PPSA which shall be a Purchase Money Security Interest (-PMSI*) as defined in s16 of the PPSA.

2.b. Risk

Risk in goods supplied under this agreement passes to the Customer upon delivery to the Customer or its agent or upon possession of the goods by the Customer or its agent, whichever is the earlier.

3. Remedies

If the customer is in default of payment the supplier may uplift the goods and any goods to which the goods are attached ("mixed goods") property in which hereby passes to the supplier from the customer's premises or any other place where the goods (or mixed goods) are stored and the customer hereby authorises the supplier to enter upon such premises at any time to recover the goods or mixed goods, as the case may be.

The supplier may thereafter hold the goods or mixed goods pending payment in full (including liquidated damages) or alternatively, at its discretion, may sell the same but in any event without prejudice to its rights and remedies against the customer for any losses incurred by the supplier in enforcing its rights and remedies under these terms and conditions of supply and in respect of any loss on resale.

4. Recovery Costs

Any recovery of replacement costs incurred in recovering an outstanding account shall be payable by the customer (and/or guarantor). Any recovery of legal or agency costs incurred in recovering an outstanding account shall be payable by the customer (and/or guarantor).

5. Credits

Credits may not be accepted unless requested in writing within fourteen (14) days of delivery. Any exception will entirely be at the discretion of the supplier. Goods returned for credit must be returned free into the supplier's premises.

6. Title

If the goods are ascertained to be in a deliverable state, title of the goods passes to the customer when the customer has made payment for all goods supplied by the supplier.

Where the customer has not paid for any goods in its possession property in such goods shall remain with the supplier and:

The goods shall be held by the customer as bailee; and if the goods are attached, fixed or incorporated into any property of the customer, by way of any manufacturing or assembly process by the customer or any third party, title in the goods shall remain with the supplier until the customer has made full payment for all goods, are mixed with other property so as to be part of or a constituent of any new goods, title to these new goods shall be deemed to be assigned to the supplier as security for the full satisfaction by the customer of the full amount owing between the supplier and the customer.

The customer gives irrevocable authority to the supplier to enter any premises occupied by the customer, at any time, to remove any goods not paid for in full by the customer.

The supplier shall not be liable for costs, damages or expenses or any other losses incurred by the customer or any third party as a result of this action, no liable in contract or in tort or otherwise in any way whatsoever.

7. Return of Goods

The customer shall be deemed to have accepted the goods unless the customer notifies the supplier otherwise within 48 hours of delivery of the goods to the customer. If the goods are not accepted according to clause 10.1 of this contract the

customer shall pay for the delivery of the returned goods to the supplier whereby the customer shall be entitled to a credit for the purchase price of any such goods.

All transportation charges, insurance and other charges being borne by the customer. A restocking fee could be applicable.

8. Delivery

Delivery will be demanded to have occurred when either goods are delivered to a site specified by the customer or when goods are surrendered to the customer or any other person at the request of the customer.

9. Stop Credit

The supplier shall retain the right to withdraw at any time any supply of goods and services (including any credit arrangement) or promises to supply goods and services to the customer.

10. Insurance

Upon delivery of goods, except those goods held at the supplier's premises at the request of the customer, the customer shall be responsible for taking out adequate insurance cover in respect of the goods regardless of whether the goods are on credit account or loan for demonstration purposes.

The customer must carry adequate insurance cover for the recovery of demonstration or trial units in the event of theft, fire or other mishap.

11. Guarantees and Conditions

i. Except as provided in clause 11ii, no warranty or condition shall be implied against the supplier by Statute. Common Law or otherwise and no representation or express condition or warranty shall be binding on the supplier unless it is in writing and signed for or on behalf of the supplier.

ii. Where the goods or any of them are subject to an express warranty given by the supplier, being a warranty upon which the supplier may rely, then the terms of such express warranty shall be deemed to be incorporated in these terms and conditions of supply but without creating any privity of contract between the customer and such manufacturer or supplier and in any such case where a claim is made by a customer or under such warranty, the judgement of the manufacturer or supplier, as the case may be, as to whether or not there has been a breach of the warranty shall be final and binding upon the supplier and the customer.

12. Limitation of Liability

The liability of the supplier in any case of:

i. A claim for any discrepancy or shortage in the goods delivered (which must be made within the time limit in clause 5:

ii. A claim in relation to any disputes as to the goods delivered (which must be made within the time limit in clause 5) or:

iii. A claim in respect of goods which are found to be defective shall be limited to the value of the goods concerned and the supplier shall have no further liability or responsibility of any direct, indirect or consequential injury, loss or damaged whatsoever and howsoever arising.

13. Termination of Agreement

We may suspend or terminate this agreement if at any time we consider the Customer's creditworthiness to be unsatisfactory for any reason or if the Customer is in default of any of its payment or other obligations hereunder. We shall not be responsible under any circumstances for any loss, damages, cost or expenses whatsoever caused in any way by the suspension or termination under this clause

14. Agreement

The Customer agrees that if this agreement is signed by the Customer or on behalf of the Customer by an authorized person, then the Customer (or where the Customer is a limited liability company or a trust, the shareholder(s) or the trustees, as the case may require) will be personally liable to reimburse The supplier for all monies due under the terms of this agreement, such reimbursement to be paid within 21 days of demand being made by our business for such monies (time being of the essence)

15. Definitions

i. All payments for goods supplied pursuant to these terms and conditions of supply shall be made to the supplier.

ii. The terms "company" and "customer" include any Person, Sole trader, Limited Liability Company, Partnership and any other business entity.

iii. Supplier means **Proline Welding Supplies**.

iv. The supplier is a trading division of Proline Group Ltd. PO Box 2111, Nelson, New Zealand. 7011.

v. "Customer" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods from The Supplier.

vi. "Goods" shall mean all goods, chattels or services, provided by The Supplier to the customer, and shall include without limitation the provision of engineering supplies, all charges for labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of goods by The Supplier to the customer.

vii. "Price" shall mean the cost of the goods as agreed between The Supplier and the customer subject to clause 4 of this contract.

16. Acceptance

Any instructions received by The Supplier from the customer for the supply of goods shall constitute acceptance of the terms and conditions contained herein.

