

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Client Details: <input type="radio"/> Individual <input type="radio"/> Sole Trader <input type="radio"/> Trust <input type="radio"/> Partnership <input type="radio"/> Company <input type="radio"/> Other:		
Full or Legal Name:		
Trading Name: <i>(If different from above)</i>		
Physical Address:		Postcode:
Billing Address:		Postcode:
Email Address:		
Phone No:	Fax No:	Mobile No:
Personal Details: <i>(please complete if you are an Individual)</i>		
D.O.B.		Driver's Licence No:
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>		
Company Number:		Date Incorp. <i>(current owners):</i>
Nature of Business:		GST No: <i>(if applicable)</i>
Paid Up Capital: \$	Estimated Monthly Purchases: \$	Credit Limit Required: \$
Principal Place of Business is: <input type="radio"/> Rented <input type="radio"/> Owned <input type="radio"/> Mortgaged <i>(to whom):</i>		
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>		
(1) Full Name:		D.O.B.
Private Address:		Postcode:
Driver's Licence No:	Phone No:	Mobile No:
(2) Full Name:		D.O.B.
Private Address:		Postcode:
Driver's Licence No:	Phone No:	Mobile No:
Account Terms: <input type="radio"/> 7 Days following invoice <input type="radio"/> 20 Days from EOM <input type="radio"/> COD <input type="radio"/> Other:		
Purchase Order Required? <input type="radio"/> YES <input type="radio"/> NO		Accounts to be emailed? <input type="radio"/> YES <input type="radio"/> NO
Accounts Email Address:		
Accounts Contact:		Phone No:
Bank and Branch:		Account No:
Trade References: <i>(please provide companies that are willing to do trade references)</i>		
Name:	Address:	Phone / Fax / Email:
1.		
2.		
3.		

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Escudo Coatings Limited which form part of and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

SIGNED (CLIENT): _____	SIGNED (SELLER): _____
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Escudo Coatings Limited and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply incidental items and/or services to

("the Client") [*Insert Company Name in Box Provided*]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to the Seller of all monies which are now owing to the Seller by the Client and all further sums of money from time to time owing to the Seller by the Client in respect of incidental items and services supplied or to be supplied by the Seller to the Client or any other liability of the Client to the Seller, and the due observance and performance by the Client of all its obligations contained or implied in any contract or agreement with the Seller, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to the Seller, the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller agreeing to supply the incidental items and/or services to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under this Guarantee and Indemnity (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to the Seller registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints the Seller and each director of the Seller as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Seller may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** the Seller on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Seller in connection with:
 - (a) the supply of incidental items and/or services to the Client; or
 - (b) the recovery of monies owing to the Seller by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees' costs of collection and legal costs; or
 - (c) monies paid by the Seller with the Client's consent in settlement of a dispute that arises or results from a dispute between, the Seller, the Client, and a third party or any combination thereof, over the supply of incidental items and/or services by the Seller to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read, and understood the Seller's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until all monies owing to the Seller by the Client and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on the Seller's part (whether in respect of the Client or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Client's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller accordingly.
6. The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:
 - (a) any alteration, modification, variation or addition to any contract or agreement in respect of the supply of incidental items and/or services;
 - (a) the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Client;
 - (b) any other act, omission, or event which, but for this provision, might operate to discharge, impair, or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, powers or remedies conferred by this Guarantee and Indemnity or by law.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean, and refer to each of them individually and all of them together unless the context otherwise requires, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Client to the Seller.**
9. I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
10. The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

For and on behalf of the Client I/We confirm I/We have read, understood, and accept the terms of this Guarantee and Indemnity, and I/We agree to be bound by this Guarantee and Indemnity.

GUARANTOR-1	
SIGNED: _____	
FULL NAME: _____	
HOME ADDRESS: _____	
DATE OF BIRTH: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	
OCCUPATION: _____	
PRESENT ADDRESS: _____	
EXECUTED as a Deed this day of 20____	

GUARANTOR-2	
SIGNED: _____	
FULL NAME: _____	
HOME ADDRESS: _____	
DATE OF BIRTH: _____	
SIGNATURE OF WITNESS: _____	
NAME OF WITNESS: _____	
OCCUPATION: _____	
PRESENT ADDRESS: _____	
EXECUTED as a Deed this day of 20____	

- Note: 1. If the Client is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.
 2. If the Client is a limited partnership, the Guarantor(s) must be the general partners
 3. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 4. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

Escudo Coatings Limited - Terms & Conditions of Trade

1. Definitions	(a) an existing coating where the Seller's paint/powder coating has bonded to the existing coating and is not easily removed, or changes the previous coating causing any kind of flake, crack, blemish or surface defect;	liable for the amount of the reversed transaction, in addition to any further costs incurred by the Seller (unless this clause is waived, where it can be waived such reversals are found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
1.1 "Client" means the persons, entities 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:	(b) the quality of the Services if the Client does not follow the Seller's recommendations as to the preparation and/or number of coats of paint/powder coating required to obtain the final result or if the Client is a trustee, as defined in clause 1.1 (a), (b) or (c);	Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Seller due for payment, become immediately payable. F.
(a) if there is more than one Client, is a reference to each Client jointly and severally; and	(c) any items subject to the coating process which uncovers faults and imperfections in the raw materials after processing is complete which is beyond the Seller's control where the following raw materials are supplied: (i) hot dipped galvanized products; (ii) galvanised products; (iii) inferior steel or aluminium; (iv) cast steel or aluminium; or (v) where the Client's goods/items fail to retain their original construction or experience any adverse effects due to extreme heat exposure during the coating process and/or during the preparation and coating process; and	(a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Client will be unable to make a payment when it falls due;
(b) if the Client is a trustee, as defined in clause 1.1 (a), (b) or (c);	(d) drilling of hole(s) for the purpose of hanging items for powder coating unless the Client has specifically agreed in writing that drill hole(s) for this purpose. The Seller reserves the right to drill hole(s) for the purpose of powder coating but shall at all times, act in the best interest of the Client to ensure such drilling of holes shall not affect the appearance on the end product.	(b) the Client has exceeded any applicable credit limit provided by the Seller;
(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and	(e) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	(c) the Client has commenced a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
(d) includes the Client's executors, administrators, successors and permitted assigns.	(f) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
1.2 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	(g) the Client accepts and acknowledges that all coatings should be maintained in accordance with the manufacturer's recommendations, however, the Seller shall provide copies of said information can be provided upon request from the Seller. The Client acknowledges and agrees that the Seller shall not be held liable for any loss, damages or costs arising due to the Client's failure to comply with this clause.	
1.3 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using the Seller's website, then the Client shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website, prior to making enquiries via the website.	(h) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
1.4 "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.	(i) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
1.5 "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) to the Seller as agreed between the Seller and the Client in accordance with clause 5 of this Contract.	(j) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
1.6 "Seller" means Escudo Coatings Limited, its successors and assigns.	(k) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
1.7 "Services" means all Services supplied by the Seller to the Client at the Client's request from time to time.	(l) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
2. Acceptance	(m) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
2.1 The parties acknowledge and agree that:	(n) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(a) they have read and understood the terms and conditions contained in this Contract; and	(o) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(b) the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Client places an order for, or accepts Services provided by the Seller.	(p) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	(q) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
2.3 Any amendment to the terms and conditions contained in this Contract may not be amended in writing by the consent of both parties.	(r) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
2.4 The Client agrees that the Seller's Services on credit shall not take effect until the Client has completed a credit application with the Seller and it has been approved with a credit limit established for the account.	(s) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
2.5 In the event that the supply of Services requested exceeds the Client's credit limit and/or the account exceeds the payment terms, the Seller reserves the right to refuse delivery.	(t) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
2.6 Any advice, recommendation, information, assistance, or service provided by the Seller in relation to Services supplied in good faith to the Client, or the Client's agent and is based on the Seller's own knowledge and experience and shall be accepted without liability on the part of the Seller. Where such advice or recommendations are not acted upon then the Seller shall require the Client or their agent to authorise commencement of the Services in writing. The Seller shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.	(u) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
2.7 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.	(v) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
3. Errors and Omissions	(w) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
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):	(x) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(a) resulting from an inadvertent mistake made by the Seller in the formation and/or administration of this Contract; and/or	(y) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(b) contained in any materials (hard copy and/or electronic) supplied by the Seller in respect of the Services.	(z) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
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 willful misconduct of the Seller, the Client:	(aa) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(a) shall not be entitled to claim any compensation or reimbursement for any loss incurred; but	(ab) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(b) shall not be responsible for any additional costs incurred by the Seller arising from the error or omission.	(ac) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
4. Change in Contract	(ad) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
4.1 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), 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.	(ae) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
5. Price and Payment	(af) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
5.1 At the Seller's sole discretion, the Price shall be either:	(ag) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(a) as indicated on any invoice provided by the Seller to the Client; or	(ah) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(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.	(ai) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
5.2 The Seller reserves the right to change the Price:	(aj) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(a) if a variation to the scheduled order (including but not limited to, any variation to the quantity of items to be galvanised, change of colour selection, or the suitability of the items; or	(ak) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(b) as a result of any increase to the Seller in the cost of materials and labour, which are beyond the Seller's control;	(al) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
5.3 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 the Seller's invoice.	(am) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
5.4 Time for payment for the Services being of the essence, the Price will be payable by the Client on the dates determined by the Seller, which may be:	(an) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(a) on delivery of the Services;	(ao) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(b) by way of instalments/progress payments in accordance with the Seller's payment schedule;	(ap) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(c) payment for approved Clients shall be due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;	(aq) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(d) the date specified on any invoice or other form as being the date for payment; or	(ar) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(e) falling any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Seller.	(as) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
5.5 Payment may be made by cash, electronic/on-line banking, or by any other method as agreed to between the Client and the Seller.	(at) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
5.6 The Seller may at its discretion allocate any payment received from the Client towards any invoice that the Seller determines and may do so at the time of receipt or at any time afterwards.	(au) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
5.7 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 not accepted or because of any dispute or payment, if any part of the invoice is in dispute, then the Client must notify the Seller in writing within three (3) business days, the invoice shall remain due and payable for the full amount, until such time as the Seller investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make payment or result in the Seller placing the Client's account into default and subject to default interest in accordance with clause 15.1.	(av) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
5.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller under this or any other contract or agreement providing the Seller's Services. The Client must pay GST without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	(aw) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
6. Provision of the Services	(ax) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
6.1 At the Seller's sole discretion delivery of the Services shall take place when:	(ay) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(a) the Services are supplied to the Client at the Seller's address or	(az) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(b) the Services are supplied to the Client at the Client's nominated address;	(ba) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
6.2 Delivery of the Services to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this Contract.	(bb) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
6.3 The cost of Delivery is either included in the Price or is in addition to the Price as agreed between the parties.	(bc) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
6.4 Subject to clause 6.5 it is the Seller's responsibility to ensure that the Services start as soon as it is reasonably practicable.	(bd) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
6.5 The Services' commencement date will be extended, and the completion date extended by 13, whatever time is reasonable in the event that the Seller claims an extension of time (by giving the Client written notice) where completion is delayed by an invoice for payment, if any part of the Seller may deliver the Services by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.	(be) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
6.6 Any time specified by the Seller for delivery of the Services is an estimate only and the Seller will not be liable for any delay in the Seller's delivery of the Services.	(bf) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
6.7 However, both parties agree that they shall make every endeavour to enable the Services to be supplied at the time and place as was arranged between both parties. In the event that the Seller is unable to supply the Services as agreed solely due to any action or inaction of the Client then the Seller shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date.	(bg) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
7. Risk	(bh) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
7.1 Irrespective of whether the Seller retains ownership of any incidental items all risk for such items shall pass to the Client as soon as such items are delivered to the Client and shall remain with the Client until such time as the Seller may repossess the incidental items. The Client must insure all incidental items on or before delivery.	(bi) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
7.2 The Seller reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to incidental items as a result of the Client's failure to insure in full accordance with clause 7.1.	(bj) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
7.3 The Client warrants that the surface or on which the Services are to be applied to is free from any contaminants and will sustain the application and Services incidental thereto. The Seller shall not be liable for any loss and/or damages caused or arising in connection with the Services.	(bk) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
7.4 The Seller shall not be held liable for:	(bl) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(a) an existing coating where the Seller's paint/powder coating has bonded to the existing coating and is not easily removed, or changes the previous coating causing any kind of flake, crack, blemish or surface defect;	(bm) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(b) the quality of the Services if the Client does not follow the Seller's recommendations as to the preparation and/or number of coats of paint/powder coating required to obtain the final result or if the Client is a trustee, as defined in clause 1.1 (a), (b) or (c);	(bn) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(c) any items subject to the coating process which uncovers faults and imperfections in the raw materials after processing is complete which is beyond the Seller's control where the following raw materials are supplied: (i) hot dipped galvanized products; (ii) galvanised products; (iii) inferior steel or aluminium; (iv) cast steel or aluminium; or (v) where the Client's goods/items fail to retain their original construction or experience any adverse effects due to extreme heat exposure during the coating process and/or during the preparation and coating process; and	(bo) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(d) drilling of hole(s) for the purpose of hanging items for powder coating unless the Client has specifically agreed in writing that drill hole(s) for this purpose. The Seller reserves the right to drill hole(s) for the purpose of powder coating but shall at all times, act in the best interest of the Client to ensure such drilling of holes shall not affect the appearance on the end product.	(bp) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(e) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	(bq) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(f) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	(br) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(g) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	(bs) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(h) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	(bt) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	
(i) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c) be damaged or disfigured by impact or scratching.	(bu) the Client agrees that after completion of the Services, the finished items may: (a) exhibit variations in shade, colour, texture, surface, and finish, and may fade or change colour over time. The Seller will make every effort to match batches of product used in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; (b) mark or stain if exposed to certain substances; and (c	