

INDUSTRIAL GALVANIZERS CORPORATION (NZ) LIMITED

Credit Account Application Form



Industrial Galvanizers Corporation (NZ) Limited
12 Offenhauser Drive, East Tamaki, Auckland 2013

Sales Ph: +64 (21) 464 997 Finance Ph: +61 2 9827 3328
Email: accountsreceivable@ingalcivil.com.au

- | | |
|---|---|
| <input type="checkbox"/> Section 1: Business Details | <input type="checkbox"/> Section 5: Guarantee & Indemnity Form |
| <input type="checkbox"/> Section 2: Directors / Authorised Signatories | <input type="checkbox"/> Section 6: Terms & conditions of Sale |
| <input type="checkbox"/> Section 3: References | <input type="checkbox"/> Section 7: Privacy Policy |
| <input type="checkbox"/> Section 4: Acceptance of Terms & Conditions and Privacy Policy | <input type="checkbox"/> Full financial information provided where applicable |

SECTION 1: BUSINESS DETAILS

Business Name	<input type="text"/>	Business Structure:	
		<input type="checkbox"/> Sole Trader	
		<input type="checkbox"/> Partnership	
		<input type="checkbox"/> Company	
		<input type="checkbox"/> Trustee	
		<input type="checkbox"/> Other	<input type="text"/>
Company No.	<input type="text"/>	Date business commenced	<input type="text"/>
NZ Business No.	<input type="text"/>		
Trading Name	<input type="text"/>		
Parent Company Name	<input type="text"/>		
Business Address	<input type="text"/>	Phone No.	<input type="text"/>
Postal Address	<input type="text"/>	Fax No.	<input type="text"/>
Business Description	<input type="text"/>		

Accounts Payable Contact	<input type="text"/>	Phone No.	<input type="text"/>
Email Address	<input type="text"/>	Fax No.	<input type="text"/>

Account Requested by	<input type="text"/>	Phone No.	<input type="text"/>
Position	<input type="text"/>		
Email Address	<input type="text"/>		
Credit Limited Requested	<input type="text"/>	Initial Order	<input type="text"/>
		Date of order	<input type="text"/>

SECTION 2: DIRECTORS / AUTHORISED SIGNATORIES

Details of Directors, Authorised Signatories are required for acceptance of the terms and conditions, the Privacy Policy and the Deed of Indemnity (if applicable). All Directors and/or Authorised Signatories must sign the form. If the Customer is a partnership or trust, all partners or trustees must complete this form. Please re-print / copy this section if there are more than 4 directors or signatories.

Sole Traders, partners of a partnership and individual trustees must also provide birth dates and a copy of their driver's licence or passport.

Name	<input type="text"/>	D.O.B	<input type="text"/>
Position	<input type="text"/>		
Home Address	<input type="text"/>		
Email	<input type="text"/>		

Name	<input type="text"/>	D.O.B	<input type="text"/>
Position	<input type="text"/>		
Home Address	<input type="text"/>		
Email	<input type="text"/>		

Name	<input type="text"/>	D.O.B	<input type="text"/>
Position	<input type="text"/>		
Home Address	<input type="text"/>		
Email	<input type="text"/>		

Name	<input type="text"/>	D.O.B	<input type="text"/>
Position	<input type="text"/>		
Home Address	<input type="text"/>		
Email	<input type="text"/>		

SECTION 3: REFERENCES

Please ensure you supply FOUR references of major suppliers who are prepared to give references and where you have a similar trading and credit limits. Please ensure the trading with your reference is commensurate with or greater than the estimated trading with Valmont Highway.

Comments

Name	<input type="text"/>
Phone	<input type="text"/>
Fax No.	<input type="text"/>
Email	<input type="text"/>

Name	<input type="text"/>
Phone	<input type="text"/>
Fax No.	<input type="text"/>
Email	<input type="text"/>

Name	<input type="text"/>
Phone	<input type="text"/>
Fax No.	<input type="text"/>
Email	<input type="text"/>

Name	<input type="text"/>
Phone	<input type="text"/>
Fax No.	<input type="text"/>
Email	<input type="text"/>

SECTION 4: ACCEPTANCE OF TERMS & CONDITIONS AND PRIVACY POLICY

I/We acknowledge and agree that on the making of this application, I/we have received, read and agree to be bound by the Terms and Conditions of trade for Industrial Galvanizers Corporation (NZ) Limited ("IGCNZ") attached hereto (for additional copies of the Terms and Conditions contact any IGCNZ office using the contact details at the front of this form).

I/We have read and understood the terms and conditions of trade for IGCNZ attached hereto and agree that, subject to IGCNZ acceptance of this application, these conditions will apply. IGCNZ reserves the right to accept or reject the application in its absolute discretion.

I/We declare that the information provided on, or pursuant to, this application, is true and correct in every particular and it is upon this basis that IGCNZ is to determine whether or not to grant this application.

Privacy Act 2020 acknowledgement:

By signing this form, the Customer and each signatory acknowledges and agrees that:

IGCNZ is collecting, using, holding and disclosing this information to fulfil its service obligations to the Customer and the other purposes set out in IGCNZ's privacy policy which is set out in Section 7 of this application form (and which may be updated from time to time);

As set out in the Privacy Act 2020, the Customer, and each signatory, may request access to, and correction of, their respective personal information held by IGCNZ (subject to the exceptions and qualifications on these rights under the Privacy Act 2020);

IGCNZ is authorised to make such enquiries regarding the creditworthiness, credit standing, credit history, credit capacity and credit providers of the Customer and each of the signatories as IGCNZ considers appropriate, and that:

- such enquiries may include obtaining such information from credit reporting agencies;
- IGCNZ may provide the personal information of the Customer and each of the signatories to credit reporting agencies; and
- such credit reporting agencies are authorised to use and disclose the personal information of the Customer and each of the signatories in the course of providing credit reporting services for IGCNZ and for other customers of the credit reporting agencies;

Subject to the IGCNZ Privacy Policy, IGCNZ is authorised to provide the personal information of the Customer and each of the signatories to such other parties as IGCNZ considers is necessary to give effect to IGCNZ's terms and conditions or in relation to the ongoing commercial relationship between the parties; and

The Customer has read, understood and agrees to the terms of the IGCNZ Privacy Policy.

SIGNED:

Director/Signatory 1 Name

Signature Date

In the presence of:

Signature of Witness _____)
 Name of Witness _____)
 Occupation of Witness _____)
 City/Town of Residence of Witness _____)

_____ (Initials and Surname of Witness)

Director/Signatory 2 Name

Signature Date

In the presence of:

Signature of Witness _____)
 Name of Witness _____)
 Occupation of Witness _____)
 City/Town of Residence of Witness _____)

_____ (Initials and Surname of Witness)

Director/Signatory 3 Name

Signature Date

In the presence of:

Signature of Witness

)
)
)
)

(Initials and Surname of Witness)

Name of Witness

Occupation of Witness

City/Town of Residence of Witness

Director/Signatory 4 Name

Signature

Date

In the presence of:

Signature of Witness

)
)
)
)

(Initials and Surname of Witness)

Name of Witness

Occupation of Witness

City/Town of Residence of Witness

For office use only:

Reason

New Entry

State

Cust Acc No.

Update Details

National Acc Name

National Acc No

Sales Rep

Territory Code

Customer Group

Store No (IBS only)

PL Coding

IGCNZ DPL Code

IGCNZ RBT Coding

Submitted by & Position
(Sign & Date)

Approved by & Position
(Sign & Date per DOA)

Limit Approved

Section 5: Guarantee, Indemnity & Charge

This Guarantee is dated: _____

The parties are:

“Industrial Galvanizers Corporation (NZ) Limited, a registered company of New Zealand, company number: 3161970, NZBN: 9429031352949 of 12 Offenhauser Drive, East Tamaki Auckland, 2013 New Zealand (“IGCNZ”)

and

##[insert guarantor name] _____

of ##[insert address] _____ (“Guarantor”)

in relation to the supply or goods and materials to:

##[insert customer name] _____

of ##[insert address] _____ (“Customer”)

By this Guarantee:

In consideration of the Supplier agreeing at the request of the Guarantor to supply and/or to continue to supply goods to the Customer and/or not to require the immediate repayment of moneys owing to the Supplier by the Customer, the Guarantor agrees with the Supplier as follows:

1 The Guarantee

- 1.1 The Guarantor unconditionally and irrevocably guarantees to IGCNZ the performance of all obligations of the Customer to IGCNZ, including payment on demand of all amounts due from time to time by the Customer to IGCNZ which now being or may in the future be indebted to IGCNZ on any account or in any manner whatsoever.
- 1.2 The Guarantor agrees to indemnify and forever hold IGCNZ harmless in respect of any failure by the Customer to pay any amounts referred to in clause 1.1 and perform such obligations however arising.
- 1.3 Agrees that as between IGCNZ and the Guarantor, the Guarantor is a principal debtor in respect of any guaranteed amounts and obligations and IGCNZ may immediately recover any monies payable by the Customer to IGCNZ from the Guarantor as a liquidated debt without first commencing proceedings or enforcing any other right against the Customer or any other person.
- 1.4 If an application to the Court is made by any person for the winding up of the Customer, then all money payable under the Guarantee shall be payable immediately and the Guarantor must pay any amounts that IGCNZ has been or is required to refund or repay to the liquidators of the Customer.
- 1.5 The Guarantor agrees that his obligations are made to IGCNZ for the time being and to each of its successors in title without the need for any express assignment or novation.
- 1.6 Any variation to the terms of any agreement between the Customer and IGCNZ shall not affect the obligations of the Guarantor contained in this Guarantee.

2 Guarantor’s continuing liability

- 2.1 This Guarantee is a continuing guarantee, and is not discharged or prejudicially affected by any settlement of accounts, but remains in full force until a final release is given by IGCNZ.
- 2.2 The Guarantor waives any rights he may have of first requiring IGCNZ to proceed against or claim from the Customer, and agrees to subordinate any claim he may have against the Customer existing now or arising later (whether in respect of payment made under this Guarantee or otherwise) to any claim made by IGCNZ.
- 2.3 The liabilities and obligations of the Guarantor under this Guarantee shall remain in force and shall not be affected despite: -
 - 2.3.1 any neglect, delay or forbearance of IGCNZ in enforcing payment or any other obligation due under any agreement between the Customer and IGCNZ; or
 - 2.3.2 the granting of time or other concession or indulgence by IGCNZ to the Customer in relation to such enforcement; or
 - 2.3.3 any absolute or partial release of the Customer or any Guarantor or a compromise with any of them; or
 - 2.3.4 any variation in the terms of or termination of the credit terms given to the Customer by IGCNZ or any agreement between the Customer and IGCNZ; or
 - 2.3.5 the assignment of any agreement between the Customer and IGCNZ; or
 - 2.3.6 the insolvency or liquidation of the Guarantor, the Customer or IGCNZ; or
 - 2.3.7 any agreement between the Customer and IGCNZ being wholly or partially void, voidable or unenforceable, whether by operation of law or otherwise; or
 - 2.3.8 the non-execution of this Guarantee by 1 or more of the persons named as Guarantor or the unenforceability of the Guarantee against 1 one or more of the Guarantors; or
 - 2.3.9 any other act, omission, matter or thing whatever whereby (but for this provision) the Guarantor would be exonerated either wholly or in part from this Guarantee, other than a release by deed given by IGCNZ.

- 2.4 Without limiting clause 2.3, IGCNZ may, in its absolute discretion, refuse further credit or supply of goods and services to the Customer without discharging or impairing the Guarantor's liability under this Guarantee.

3 Charge

As security for the Guarantor's obligations made under this Guarantee, the Guarantor charges in favour of IGCNZ all its estate and interest in any land and/or any other assets and personal property whether tangible and/or intangible in which the Guarantor has now or may later acquire any legal and/or beneficial interest and the Guarantor agrees to execute on request of IGCNZ a registrable mortgage in favour of IGCNZ. IGCNZ may register a security interest against all present and after acquired property of the Guarantor on the Personal Property Securities Register. To the extent permitted by law, the Guarantor waives the right to receive a verification statement from IGCNZ.

4 Guarantor not to prove in liquidation or bankruptcy

Until IGCNZ has received all money payable to it by the Customer, the Guarantor must:

- 4.1 not prove or claim in any liquidation, bankruptcy, composition, arrangement or assignment for the benefit of creditors of the Customer; and
- 4.2 hold any claim it has and any dividend it receives on trust for IPC.

5 Guarantor not to claim benefits or enforce rights

Until the Guarantor's liability under this Guarantee is discharged the Guarantor may not, without the consent of IGCNZ:

- 5.1 claim the benefit or seek the transfer (in whole or in part) of any other guarantee, indemnity or security held or taken by IGCNZ;
- 5.2 make a claim or enforce a right against the Customer or the estate or any of the property of the Customer (except for the benefit of IGCNZ) and for the avoidance of doubt, any right of subrogation or contribution the Guarantor may have directly or indirectly in respect of the Customer, shall be suspended until IGCNZ is fully repaid; or
- 5.3 raise a set off or counterclaim available to it or the Customer against IGCNZ in reduction of its liability under this Guarantee.

6 Costs, expenses

The Guarantor agrees that this guarantee extends to a requirement to pay or reimburse IGCNZ on demand for:

- 6.1 its costs, charges and expenses of making, enforcing and doing anything in connection with this Guarantee (including legal fees on a full indemnity basis); and
- 6.2 all taxes (except income tax) which are payable in connection with this Guarantee or any payment, receipt or other transaction contemplated by it;

Money paid to IGCNZ by the Guarantor must be applied first against payment of costs, charges and expenses under this clause 6 and then against other obligations under this Guarantee.

7 Separate Indemnity

- 7.1 The Guarantor unconditionally and irrevocably undertakes to IGCNZ that if for any reason whatsoever, any money owed in terms of this Guarantee are not recoverable from a Guarantor under any other clause in this Guarantee, then the Guarantor will pay to IGCNZ upon demand, the amount which IGCNZ would otherwise have been able to recover, on a full indemnity basis.
- 7.2 The undertaking and indemnity contained in clause 7.1 includes an event where a provision in this Guarantee or an obligation or purported obligation the Customer to pay money or to perform or comply with conditions in this Guarantee becomes void, voidable, unenforceable or otherwise invalid, whether or not that reason is or was known to IGCNZ and whether or not that reason is:
- 7.2.1 a defect in or lack of powers of the Customer or a Guarantor or the irregular exercise of those powers; or
- 7.2.2 a defect in or lack of authority by a person purporting to act on behalf of the Customer or a Guarantor; or
- 7.2.3 a legal or other limitation (whether under the Limitation Act 2010 or otherwise), disability or incapacity of the Customer or a Guarantor; or
- 7.2.4 an amalgamation, a dissolution, a change in status constitution or control, or a reconstruction or reorganisation or insolvency or bankruptcy of the Customer or a Guarantor (or the commencement of steps to effect the same); and
- 7.2.5 and applies the same way in any event that, for any reason whatsoever, the Customer defaults in the observance and performance of this Agreement.
- 7.3 The Guarantors further undertake to indemnify and to keep IGCNZ indemnified against any loss, damage, cost, charge or expense whatsoever suffered by IGCNZ in connection with, or as a consequence of any, or of any attempted breach or default by the Customer or the Guarantor of any of the undertakings and provisions contained in any agreement between the Customer and/or the Guarantor and IGCNZ, and will pay to IGCNZ any moneys due to IGCNZ by reason of this indemnity upon demand.

8 Privacy

By signing this Guarantee, the Guarantor and Customer acknowledges and agrees that:

- IGCNZ is collecting, using, holding and disclosing this information to fulfil its service obligations to the Customer;
- the Guarantor and Customer, have read and understood the terms of the IGCNZ privacy policy;
- as set out in the Privacy Act 2020, the Guarantor and Customer, may request access to, and correction of, their respective personal information held by IGCNZ (subject to the exceptions and qualifications on these rights under the Privacy Act 2020);
- IGCNZ is authorised to make such enquiries regarding the creditworthiness, credit standing, credit history, credit capacity and credit providers of the Guarantor and Customer as IGCNZ considers appropriate, and that:
 - such enquiries may include obtaining such information from credit reporting agencies;

- o IGCNZ may provide the personal information of the Guarantor and Customer to credit reporting agencies; and
 - o such credit reporting agencies are authorised to use and disclose the personal information of the Guarantor and Customer in the course of providing credit reporting services for other customers of the credit reporting agencies.
- Subject to the IGCNZ privacy policy, IGCNZ is authorised to provide the personal information of the Guarantor and Customer to such other parties as IGCNZ considers is necessary to give effect to IGCNZ's terms and conditions or in relation to the ongoing commercial relationship between the parties.

9 Miscellaneous matters

- 9.1 A statement provided by or on behalf of IGCNZ is conclusive evidence as to the amounts owed by the Guarantor pursuant to this Guarantee.
- 9.2 Where there is more than one Guarantor in respect of the Customer the Guarantee shall bind each of the Guarantors jointly and severally.
- 9.3 No amendment or variation to this Guarantee is valid unless in writing, signed by the Guarantor and IGCNZ.
- 9.4 Any communication relating to this Guarantee, to be served on any person shall be delivered by hand or sent by first class post or recorded delivery or by fax or by e-mail.

It shall be deemed to have been delivered:
9.4.1 if delivered by hand: on the day of delivery;
9.4.2 if sent by post to the correct address within 72 hours of posting;
9.4.3 If sent by fax to the correct number within 24 hours;
9.4.4 If sent by e-mail to the address from which the receiving party has last sent e-mail, within 24 hours if no notice of non-receipt has been received by the sender.
- 9.5 The validity, construction and performance of this Guarantee shall be governed by the laws of the State of New Zealand. Any dispute arising in connection with this Guarantee shall be subject to the exclusive jurisdiction of the New Zealand courts.

EXECUTED AND DELIVERED AS A DEED:

Where signed by a company:

SIGNED for and on behalf of _____)
 in the presence of: by: _____) Director/Authorised Signatory

 Signature of Witness Director/Authorised Signatory

Name of Witness

Occupation of Witness

City/Town of Residence of Witness

Important: By signing this guarantee you may be required to pay the Customer's debt to IGCNZ. You should ensure that you read and understand its terms, and obtain independent professional advice in necessary.

Where signed by individuals (sole traders, partners or trustees of a trust):

SIGNED by _____)
 in the presence of: _____) _____
 Signature of Witness _____)

Name of Witness

Occupation of Witness

City/Town of Residence of Witness

[insert further execution clauses if there is more than one Guarantor]

1. Agreement

- 1.1. These terms and conditions ("**Terms**") shall apply to any agreement for the sale of any and all goods as more specifically described in any invoice, quotation, or purchase order ("**goods**") and the provision of services to the Customer by Industrial Galvanizers Corporation (NZ) Limited (NZBN: 9429031352949), trading as Ingal Civil Products ("**Supplier**") and, in the absence of any other written agreement, shall be the only terms and conditions applicable.
- 1.2. The Customer agrees to comply with and abide by these Terms.
- 1.3. Without limiting clause 1.1, all terms and conditions set out in any printed document issued by the Customer (including any purchase order) are expressly excluded.
- 1.4. These Terms have effect as amended by the Supplier from time to time in its absolute discretion. Changes take effect from the earlier of the date the Supplier informs the Buyer in writing of the change.
- 1.5. If the Customer places any orders with the Supplier after the receipt of these Terms or any variation of these Terms, the Customer will be deemed to have accepted these Terms.

2. Orders, quotes and pricing

- 2.1. Prices quoted in writing by the Supplier are valid for a period not exceeding 30 days unless otherwise stated as part of any quote or other agreement between the Supplier and Customer. The Customer should reconfirm pricing prior to confirming an order with the Supplier if outside of this validity period.
- 2.2. Where a written quotation has been given by the Supplier, the selling price is the price specified in that quotation. In any other case, the Supplier's price list shall prevail as at the date of despatch. Unless otherwise stated, the selling price is exclusive of GST.
- 2.3. All orders are subject to acceptance by the Supplier. Any acceptance of orders by the Supplier are subject to the Supplier's factory schedules, capacity, product and staff availability at the time such order is received.
- 2.4. Where the Supplier accepts an order involving import and export conditions, that acceptance shall be subject to the Customer supplying evidence to the satisfaction of the Supplier that all requisite licences and permits have been granted and that the Customer has complied with all other Government authorisations and conditions (both New Zealand and countries of destination). If such evidence is not provided within 30 days from the date of acceptance of an order, the order may be cancelled by the Supplier at its discretion.
- 2.5. Where special or manufactured to order products are specified in an order which is accepted by the Supplier, the estimated delivery period commences progressively from date of receipt of final "approved for construction" drawings and a customer purchase order, or signed Supplier sales order as appropriate. Any additional costs resulting from changes initiated by the Customer will be charged to the Customer.
- 2.6. Any agreement for the sale of goods or services by the Supplier is subject to the Supplier's standard manufacturing variations, tolerances and classifications.
- 2.7. No order may be cancelled except with the consent in writing of the Supplier and on terms which indemnify the Supplier against losses arising from the cancellation.
- 2.8. The Supplier shall not be obligated to ship to any country other than New Zealand, and the Customer shall not export the goods outside the country to which they were supplied without prior written consent of the Supplier.

3. Payment / Account Term

- 3.1. If the Supplier has not granted credit to the Customer, payment must be received in the Supplier's bank account before goods or services are delivered. For manufactured to order goods, the Supplier reserves the right to require receipt of payment prior to commencing the manufacturing process. No payment shall be deemed to have been received until the Supplier has received cleared funds and all payments must be made without any deduction by set-off or counterclaim.
- 3.2. In the event that the Supplier agrees to offer credit terms to the Customer, all goods and/or services supplied by the Supplier to the Customer shall be paid for in full by the Customer no later than 30 days from the end of month in which the Supplier's invoice is issued to the Customer or as otherwise specified by the Supplier ("**Due Date**").
- 3.3. Where the Supplier has agreed to offer credit terms to the Customer, the Supplier reserves the right to vary the terms of payment (including the Due Date), withdraw the credit facility or vary the credit limit, and to require payment in cash in full prior to delivery or immediately for any reason, including where the credit worthiness of the Customer at the time is, in the Supplier's opinion, unsatisfactory. If the credit limit is lowered, the Customer must immediately pay to the Supplier the difference between the current debt owed to the Supplier, and the new credit limit.
- 3.4. Where the Customer fails to pay amounts owing to the Supplier by the Due Date, the Supplier may:
 - 3.4.1. defer or withhold further shipments to the Customer;
 - 3.4.2. withdraw credit facilities offered to the Customer;
 - 3.4.3. charge interest in accordance with clause 3.5;
 - 3.4.4. enforce its security interest in accordance with clause 9;
 - 3.4.5. terminate any agreement with the Customer; or
 - 3.4.6. charge the Customer all costs and expenses incurred as a result of the collection or attempted collection of any invoiced amount or other amount payable under these Terms, including but not limited to any dishonoured cheque fees, debt collection agency fees, stamp duties and solicitor's fees on an indemnity basis.
- 3.5. Interest on all outstanding moneys will accrue on a daily basis until fully paid at a rate of interest per annum equal to the standard business overdraft interest rate plus 4% charged from time to time by Australia and New Zealand Banking Group Limited (ANZ Bank) on business overdraft accounts for sums up to \$500,000 New Zealand dollars.
- 3.6. The Customer must pay the cost of any GST, stamp duty and sales, excise, value added, consumption or any other tax or imposts applicable to the relevant transaction under these Terms.

4. Delivery

- 4.1. The Supplier shall deliver to the delivery place nominated in the order placed by the Customer and accepted by the Supplier ("**Place of Delivery**"). The Customer must pay the Supplier delivery charges in accordance with the Supplier's current rates.
- 4.2. The Customer authorises the Supplier to deliver goods to the Place of Delivery and to effect delivery by leaving the goods at the Place of Delivery whether or not any person is present to accept delivery. The Supplier shall not be liable on any basis whatsoever for any loss or damage to the goods occurring after delivery to the Place of Delivery.
- 4.3. The Customer will provide reasonable means of access to and from the Place of Delivery and any necessary equipment and labour to facilitate the efficient delivery and unloading of goods. Any goods which cannot be delivered by reason of the Customer's default under these Terms will be stored and handled by the Supplier at the Customer's cost and risk, such costs being payable on demand.
- 4.4. The Supplier shall not be obliged to obtain a signed receipt or other acknowledgement at the Place of Delivery. However, if a signed receipt or other acknowledgment of delivery is obtained from a person at the Place of Delivery who appears to be authorised by the Customer to sign or otherwise take delivery, then, to the extent permitted by law, such signed receipt or other acknowledgement shall be conclusive evidence of delivery, the quantity of goods delivered, the lack of defects in such goods and otherwise compliance with the order.
- 4.5. Time is not of the essence in relation to delivery and any time quoted for delivery is an estimate only. The Supplier shall not be liable for any delay in delivery of goods or services for any reason, including without limitation any strike, lockout, shortage of stock, shortage of labour, lack of skilled labour, delays in transit, fire, flood, hostility or civil commotion.

- 4.6. Freight costs (whether included in the quoted price or charged separately) are based on punctual unloading by the Customer and full trucks. The Customer will be liable for any additional costs arising from delays in unloading or incomplete loading.
5. **Acceptance and Claims**
- 5.1. On submitting an order, the Customer acknowledges that the goods ordered and/or services requested are suitable for the intended purpose for which they have been ordered. The Supplier need not confirm the Customer's purposes and requirements for goods and services.
- 5.2. Within 48 hours of delivery or collection or 24 hours after the Customer learns of the facts giving rise to a claim (whichever first occurs), the Customer must notify the Supplier in writing of any defect or claim regarding goods or services provided by the Supplier, with full details of the claim, in the absence of which, the Customer to the extent permitted by law is deemed to agree that the goods and services conform those ordered.
- 5.3. The Supplier will not be liable for any claims of damages in respect of goods which, at the date of the claim or at any time prior to settlement of the claim, have been incorporated into any other goods or product or affixed to land.
6. **Indemnity**
- 6.1. The Customer indemnifies the Supplier against all losses, costs, expenses and liabilities incurred by the Supplier (including legal costs on an indemnity basis) and other expenses incurred by the Supplier in connection with any claim, demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal) in connection with any breach of these Terms by the Customer.
7. **Warranties and liability**
- 7.1. To the maximum extent permitted by law, the Supplier disclaims and excludes all other terms, representations, warranties, conditions, statutory guarantees and obligations (whether express, statutory or implied), apart from those contained in any compliance statement issued by the Supplier to the Customer. It is a condition of sale that the Consumer Guarantees Act 1993 will not apply to any goods or services acquired for business purposes.
- 7.2. In relation to any condition, warranty, representation or statutory guarantee implied or provided by law that cannot be lawfully excluded, to the maximum extent permitted by law, the liability of the Supplier is limited to (at the discretion of the Supplier):
- 7.2.1. in the case of a supply of goods by the Supplier, the replacement of the goods, the supply of equivalent goods, the repair of the goods or the payment of the cost of replacing the goods, acquiring equivalent goods or repairing the goods; or
- 7.2.2. in the case of a supply of services by the Supplier, the resupply of equivalent services or the payment of the cost of having those services resupplied.
- 7.3. To the maximum extent permitted by law, the Supplier shall not be liable to the Customer in any circumstances for any indirect, economic, special or consequential loss or damage, or in any event for any loss of revenue, loss of production or loss of profit.
8. **Return of Stock Items**
- 8.1. Without limiting the Customer's rights in respect of defective goods or services, the Customer may only return supplied goods to the Supplier in accordance with this clause **8Error! Reference source not found.** To the extent permitted by law or these Terms, the Supplier is not obliged to authorise or accept the return goods other than in accordance with this clause.
- 8.2. Goods may be returned for credit to the Customer's account if all of the following conditions are satisfied:
- 8.2.1. prior agreement has been reached with an authorised officer of the Supplier;
- 8.2.2. the goods are ordinarily sold by the Supplier as standard stock items;
- 8.2.3. the goods are returned within fourteen (14) days of the date of delivery of the goods;
- 8.2.4. the goods are returned undamaged, unused and in good and saleable condition;
- 8.2.5. the original invoice number and Supplier order number must accompany all goods returned to the Supplier; and
- 8.2.6. the goods are not manufactured to order goods.
- 8.3. Goods accepted for credit by the Supplier under this clause 8 will attract a charge (the amount of which shall be at the discretion of the Supplier but not less than 10% of the Supplier list price for those goods) to cover restocking and repacking charges. Such charges shall be deducted from the amount of credit allowed.
9. **Property and Risk**
- 9.1. A term that is used in italics in this clause 9 has the same meaning as in the *Personal Property Securities Act 1999* ("**PPSA**").
- 9.2. Legal and equitable title in the goods shall not pass to the Customer until the purchase price for the goods and any related services has been paid in full to the Supplier by the Customer. Sole risk in the goods and the risk of any loss or damage to or deterioration of the goods, however caused, shall pass to the Customer immediately upon dispatch of the goods from the Supplier's premises.
- 9.3. Until such time as the title passes in accordance with paragraph 9.2 above the Customer shall hold the goods as Bailee for the Supplier on the terms set out below.
- 9.4. The Customer shall store the goods separately from other goods in the Customer's possession in a manner which clearly identifies those goods as the property of the Supplier.
- 9.5. Pending transfer of title the Customer grants to the Supplier a *security interest* in either every payment to the Customer for the goods or the portion of every payment for the manufactured product that relates to the goods (both as *proceeds* of the goods and as original *collateral*) and the Customer must not: (i) sell the goods or use the goods in a manufacturing or construction process, other than (subject to clause 9.6 below) in the ordinary course of its business; or (ii) sell, assign, charge or otherwise encumber or grant any interest over any debts and other obligations which any third party may owe to the Customer as a result of the use, manufacture or resale of the goods.
- 9.6. If the Customer sells, or agrees to sell, the goods or any manufactured products in the ordinary course of the Customer's business before title to the goods passes to the Customer, then:
- 9.6.1. the Customer must keep separate records in relation to the proceeds of the sale of any goods which have not been paid for, bank the proceeds of any such sale into a separate account on trust for the Supplier and immediately remit such funds to the credit of Supplier; and
- 9.6.2. if any goods are unused in a manufacturing process or mixed with other materials, the Customer shall record the value of the goods so consumed in relation to each unit of finished product and upon sale of any unit of finished product immediately remit that amount from the proceeds of sale to the Supplier.
- 9.7. The Customer must immediately cease selling the goods or using the goods in a manufacturing or construction process upon any of the following events occurring:
- 9.7.1. the Customer is:
- 9.7.1.1. declared bankrupt;
- 9.7.1.2. considered insolvent;
- 9.7.1.3. appointed an administrator or liquidator;
- 9.7.1.4. unable to carry on its business or threatens to cease to carry on its business;
- 9.7.2. the Customer enters into some arrangement or assignment for the benefit of its creditors;
- 9.7.3. the Customer disposes of or parts with possession of the goods otherwise than as expressly authorised by these Terms; or
- 9.7.4. the Customer, in the opinion of the Supplier, is in breach of any of these Terms.
- 9.8. If any event refers to in clause 9.7 occurs, or the Customer does not pay for any goods and any related services by the Due Date, the Supplier or its agents are hereby irrevocably authorised by the Customer to enter the Customer's premises (or any premises under the

control of the Customer or as agent of the Customer if the goods are stored at such premises) and use reasonable force to take possession of the goods without liability for the tort or trespass, negligence or payment of any compensation to the Customer whatsoever.

9.9. The Customer acknowledges and agrees that the retention of title referred to in clauses 9.1 to 9.8 create a *security interest* in all present and after acquired goods and any *proceeds* of the same as security for the Customer's obligations to the Supplier.

9.10. The Customer must:

9.10.1. do all such things and execute or arrange for execution of all such documents as the Supplier may require to ensure that the Supplier has a *perfected* first ranking *security interest(s)* in the goods supplied by the Supplier;

9.10.2. give the Supplier not less than 14 days' prior written notice of any proposed change in its name and/or any other change of its details; and

9.10.3. must immediately, on request by the Supplier, obtain from any third party such agreements and waivers of any *security interest* that third party has in respect of the goods.

9.11. The Customer waives its right to receive a copy of any *verification statement(s)* under the PPSA and agree that as between the Supplier and the Customer, the Customer will have no rights under (or by reference to) sections 114(1)(a), 116, 120(2), 121, 125, 129, 131, 133 and 134 of the PPSA.

9.12. If the Supplier already has a *perfected security interest* in goods previously supplied to the Customer, together with their proceeds, that *security interest* continues in relation to those goods and the goods supplied or to be supplied under these Terms.

10. Change of Control

10.1. The Customer must provide notice in writing to the Supplier of any change in the person with effective control over the Customer when compared to immediately before the initial acceptance of these Terms (ignoring any amendments or updates), as a result of changes to the membership or beneficial ownership (whether over the shares, business or assets) of the Customer ("**Change of Control**").

10.2. If, without the prior written consent of the Supplier, the Customer undergoes a Change of Control, the Supplier may, in its absolute discretion:

10.2.1. withdraw or vary credit facilities offered to the Customer; or

10.2.2. terminate any agreement with the Customer.

11. Sub-Contracting

11.1. The Supplier reserves the right to sub-contract the production, manufacture or supply of the whole or any part of the goods or any of the materials or services supplied to the Customer.

12. Notices

12.1. Any notice to be given by the Customer to the Supplier shall be delivered to a director of the Supplier in writing. Notice to be given to the Customer by the Supplier may be delivered personally, by email, or sent to the Customer's last known address and, unless the contrary is proved, shall be taken as delivered on the second business day following posting. Invoices and statements are deemed received by the Customer on the second business day after posting by ordinary prepaid post or after four hours if sent by email.

13. Misuse of Account

13.1. The Customer will ensure no unauthorised persons use the Customer's account. If the Customer's business is sold the Customer will immediately notify the Supplier and close the account to prevent misuse and will remain liable for the account until written notification of change of ownership of the business has been received by the Supplier (subject to clause 10).

14. Personal Information

14.1. The Customer agrees that:

14.1.1. to the extent the Customer is an individual, the Supplier may collect, use and disclose personal information (as defined in the *Privacy Act 2020*, as amended from time to time ("**Privacy Act**")) about the Customer, in accordance with the Supplier's privacy policy (which is available at www.ingalcivil.co.nz/about-us/privacy-policy); and

14.1.2. to the extent the Customer is a body corporate, the Supplier may collect, use and disclose personal information (as defined in the *Privacy Act*) about any director, shareholder or guarantor of the Customer, in accordance with the Supplier's privacy policy (which is available at www.ingalcivil.co.nz/about-us/privacy-policy).

in each case, in the course of the provision of goods and services by the Supplier to the Customer and/or for purposes related to these Terms, including verifying the Customer's identity, credit history and/or solvency, assessing the Customer's creditworthiness, risk and/or solvency and enforcing any rights of the Customer. This personal information may be collected from, shared with or disclosed to the Supplier's related entities or third parties, including authorised agents, credit providers, credit reporting agencies and entities located outside New Zealand in countries that will vary from time to time, but may include the United States of America.

14.2. If the Customer provides incomplete or inaccurate information, the Supplier may refuse to provide goods and services or grant credit to the Customer.

14.3. By accepting these Terms and not opting out of the disclosure of personal information to any of the stated third parties, the Customer acknowledges and consents to the collection and disclosure of personal information under the terms of this clause 14 and, to the extent applicable, clause 15. If the Customer, to the extent they are an individual, does not consent to any of the above disclosures, please provide notice in writing or contact the Supplier's privacy officer.

14.4. If the Customer, being an individual, requires further information about the collection, use or disclosure of personal or other information, the Customer should contact the Supplier at set out in the Supplier's privacy policy. The Supplier's privacy policy contains information about how to access and seek correction of the personal information the Supplier holds, how to complain about a breach of the Information Privacy Principles in the *Privacy Act* and how the Supplier handles such complaints.

14.5. The Customer acknowledges and agrees that its disclosure of personal information to the Supplier is subject to the *Privacy Act*. The Customer warrants that:

14.5.1. it will only disclose personal information about its employees or other individuals (including but not limited to any directors, shareholders or guarantors), to the Supplier for a purpose related to these Terms or the provision of goods and services by the Supplier to the Customer; and

14.5.2. where the Customer is providing the Supplier with personal information about anyone other the Customer, the Customer has:

(a) made all disclosures required to be made to the relevant individuals; and

(b) obtained all consents and authorisations from the relevant individuals,

as are required under the *Privacy Act* and any applicable codes of practice or regulations issued under the *Privacy Act*.

15. Credit Information

15.1. This clause 15 will only apply where these Terms are attached to an application for account/credit terms ("**Application**").

15.2. The Customer acknowledges that the information provided in the *Application* is the basis for the evaluation by the Supplier of the financial standing and credit worthiness of the Customer and:

15.2.1. warrants that the information provided in the *Application* is true and correct;

15.2.2. authorises the Supplier to make such enquiries and receive such information about the Customer or its credit arrangements from other credit providers mentioned in the *Application*, including credit eligibility information and information about the Customer's credit worthiness, credit standing, credit history or credit capacity, to the extent that the Supplier is allowed to receive such information under the *Privacy Act*;

- 15.2.3. acknowledges that the Supplier in accordance with the Privacy Act, may keep certain items of personal information, including an opinion, about the Customer's credit application on a credit information file and that such information may be given to a credit reporting body;
- 15.2.4. in accordance with the Privacy Act and the Credit Reporting Privacy Code 2020, authorises the Supplier to provide the Customer's personal information to a business which provides information about the commercial credit worthiness of persons (such businesses referred to as "**credit reporters**"), and obtaining from credit reporters information concerning the Customer's commercial activities or commercial credit worthiness and using such information for the purpose of assessing the Application,
- 15.2.5. authorises the Customer's personal information being made available by the Supplier to credit reporters for use and disclosure by the credit reporters for the purposes of their respective credit reporting businesses, which may include, without limit, use and disclosure by a credit reporter in the course of providing credit reporting services for other customers of that credit reporter,
- 15.2.6. agrees that the above authorisations and consents shall continue to have effect for the duration of the period during which credit or commercial credit is provided or sought by the Customer from the Supplier.
- 15.3. Where the Customer is providing the Supplier with personal information about anyone other the Customer in connection with an Application, the Customer acknowledges that the Supplier's assessment of the Application may be dependent upon the individual concerned providing such authorisations and consents as may be required in order to:
 - 15.3.1. obtain credit information about that individual from credit reporters; and
 - 15.3.2. make that individual's personal information available to credit reporters for use and disclosure by the credit reporters for the purposes of their respective credit reporting businesses, which may include, without limit, use and disclosure by a credit reporter in the course of providing credit reporting services for other customers of that credit reporter.

16. Force Majeure

- 16.1. The Seller shall be entitled to delay or cancel delivery or to reduce the amount delivered if it is prevented from or hindered in, or delayed in manufacturing, obtaining or delivering the Goods by normal route or means or delivery through any circumstances beyond its reasonable control, including, but not limited to diseases, epidemics, pandemics, quarantines, strikes, lock-outs, accidents, war, fire, flood, explosion, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery, shortage or unavailability of raw materials from normal source of supply, act of God or any order or direction of any recognised Government, governmental authority, department, commission, authority, tribunal, agency or entity (whether at a national or local level).

17. General provisions

- 17.1. Where there is more than one Customer, these Terms shall bind each of the Customers jointly and severally as well as their respective successors and assigns.
- 17.2. These Terms are governed by and shall be constructed in accordance with the laws of New Zealand. The parties hereby submit to the exclusive jurisdiction of the courts of New Zealand.
- 17.3. The headings used in these Terms do not form part of the agreement but are intended only to aid its interpretation.
- 17.4. Failure of either party to enforce any right hereunder shall not waive any right in respect of other or future occurrences.
- 17.5. The Supplier may assign these Terms by providing notice to the Customer. The Customer may not assign these Terms without the prior written consent of the Supplier.
- 17.6. If the Customer is a trustee, then it enters into each agreement with the Supplier in its personal capacity and in its capacity as trustee. The Customer must ensure that it has the power under the trust deed to perform its obligations under the agreement, and has a right to be indemnified out of the assets of the trust in relation to its obligations and liabilities under the trust deed.

Introduction

Industrial Galvanizers Corporation (NZ) Limited NZBN 9429031352949, trading as Ingal Civil Products ('**IGCNZ**'), is bound by the *Privacy Act 2020*, as amended from time to time ('**Privacy Act**') and the 13 *Privacy Principles* ('**PPs**') contained in the Privacy Act, which set clear standards for the collection, access, storage, use and disclosure of the personal information we obtain as part of IGCNZ's businesses operations. In the course of IGCNZ's business in New Zealand, there may be circumstances where IGCNZ collects personal information and this Privacy Policy ('**Policy**') has been developed to ensure that such information is handled respectfully, sensitively, securely and in compliance with the Act. IGCNZ is committed to complying with the Privacy Act in relation to all personal information it collects.

About the IGCNZ Privacy Policy

This Policy sets out the broad controls which IGCNZ has adopted to govern the way it collects and uses personal information, the circumstances in which it might disclose personal information to third parties, how persons can access their personal information held by IGCNZ and what they can do if they are unhappy with IGCNZ's treatment of their personal information.

This Policy applies to any individuals in respect of whom IGCNZ currently holds, or may in the future collect, personal information.

What information does the IGCNZ Privacy Policy apply to?

In this Policy:

- "Personal information" means information or an opinion about an identified individual or an individual who is reasonably identifiable, whether true or not, and whether recorded in a material form or not.
- "Sensitive information" means information or an opinion about a person's racial or ethnic origin, political opinions, membership of a political association, religious beliefs or affiliations, philosophical beliefs, membership of a professional or trade association, membership of a trade union, sexual orientation or practices, criminal record, or health, genetic or biometric information. Sensitive information is a subset of personal information.

What information is not personal information?

Information where IGCNZ has removed any reference to a person, so that the person cannot be reasonably identifiable from the information, is not personal information. IGCNZ may use this information for its own purposes and commercial gain. For example, the fact that a certain number of unnamed users aged 30-35 have accessed a IGCNZ website is not personal information.

What kinds of personal information does IGCNZ collect?

The kinds of personal information collected and held by IGCNZ includes (depending on the circumstances) names, addresses, telephone numbers, email addresses, details about a person's work experience and other qualifications, date of birth, age, gender, driver's licence details, bank account details, credit card details, financial information, photographs and video footage.

IGCNZ may also collect information about people from their access to the IGCNZ website for statistical purposes. This information is usually anonymous and IGCNZ does not use it to identify individuals. However, due to the nature of internet protocols, such information might contain details that identify individuals, such as their IP address, internet service provider, directing web page and activity on our website.

How and when does IGCNZ collect personal information?

IGCNZ collects personal information in a variety of ways in the course of conducting its businesses, including:

- providing goods and services and related information to customers, entering agreements with customers, and administering customer accounts;
- receiving order forms or credit applications from customers or potential customers;
- engaging suppliers, contractors and other personnel;
- responding to telephone or in-person questions regarding our products, services, accounts and our business;
- mail correspondence, emails or other electronic means;
- interacting with people via our websites;
- conducting trade promotions and competitions; and
- security video surveillance at IGCNZ sites.

Where reasonable and practicable, IGCNZ will collect personal information directly from the person concerned and inform the person that this is being done. However, in some circumstances, it is necessary for IGCNZ to collect personal information through third party service providers or agents, from a source of publicly available information (e.g. a telephone book), from an employer (e.g. where a contractor provides personal information about its staff), or from other third parties (including credit reporting bodies, Companies Office New Zealand and land title offices) in relation to credit checks, property searches and company extracts.

At or soon after the time when IGCNZ collects personal information directly from the person concerned, IGCNZ will take reasonable steps to ensure that the person is aware of the purpose(s) of the collection, the main consequences (if any) if the information is not collected, the types of organisation (if any) to which the information may be disclosed (including those located overseas), any law that required the particular information to be collected, and the fact that this Policy contains details on access, correction and complaints.

If IGCNZ receives personal information that IGCNZ has not requested (unsolicited information) and IGCNZ determines that IGCNZ could not have collected that information under the PPs if IGCNZ had requested it, then IGCNZ will destroy or de-identify the information if it is lawful and reasonable to do so.

Where practicable, you may deal with IGCNZ anonymously or by pseudonym.

Collection of sensitive information

IGCNZ will not collect sensitive information unless the person to whom it relates consents to the collection and the information is reasonably necessary for one or more of IGCNZ's functions or activities, except where the collection is required or authorised by law, is necessary to prevent or lessen a serious and imminent threat to the person's (or another person's) life or health or is necessary in relation to legal proceedings (current, anticipated or potential), or another permitted exception in the Privacy Act applies.

Purposes of collection and use of personal information

The use to which we can put personal information depends on the reason for which it was collected.

IGCNZ generally uses your personal information to provide its products and services to customers. IGCNZ may also use personal information to:

- process transactions and administer accounts;
- address and resolve queries, claims or complaints;
- assess creditworthiness (for example, obtaining credit history information) or undertake other (ongoing) checks/reviews;
- advise customers of developments or changes to our products and/or services;
- market, advertise or otherwise promote IGCNZ's products and/or services;
- seek participation (on a voluntary basis) in advertising campaigns, events, launches, customer testimonials and focus groups;
- undertake market research in relation to IGCNZ's products and services;
- improve IGCNZ's website, products and services; and
- operate its business and comply with legal obligations.

If you do not provide us with, or allow us to collect, your personal information, IGCNZ may be unable to provide products and services, or any information you may request to you.

Use of personal information for direct marketing

If IGCNZ intends to engage in direct marketing using or disclosing a person's personal information which was collected from someone other than that person or IGCNZ collected that information directly from you but you would not reasonably expect us to use or disclose the information for such purposes, then we must first obtain your consent, unless an exception applies.

In circumstances where direct marketing is permitted under the Privacy Act, IGCNZ will use an opt-out procedure in all our marketing communications. Similarly, all subsequent direct marketing you receive from us will include an opt-out procedure. A person may at any time request IGCNZ not to use their personal information for sending direct marketing material to that person.

Please note that we will also comply with other laws that are relevant to marketing including the Unsolicited Electronic Messaging Act 2007 and the Commerce Act 1986.

Disclosure of personal information

IGCNZ respects the privacy of personal information and we will take reasonable steps to keep personal information it collects strictly confidential.

Generally, IGCNZ will only disclose personal information for the primary purpose for which it was collected (e.g. the delivery of goods to the person) and for any related secondary purpose that IGCNZ could reasonably be expected to use the personal information or that is related to that primary purpose, with consent or as permitted by the Act or the PPs.

Disclosure to third parties

IGCNZ will disclose personal information to third parties in circumstances where the disclosure could be reasonably expected. Where such a disclosure is necessary, IGCNZ will use reasonable endeavours to require that the third party undertake to treat the personal information in accordance with the PPs.

These third parties may include services providers, contractors, banks, professional advisers, courts, tribunals, regulatory authorities, other companies and individuals for the purpose of:

- complying with obligations under any contract with a customer, or as required by law;
- enabling those third parties to perform services on IGCNZ's behalf, such as deliveries, addressing queries or complaints, sending correspondence, providing updated FMA (Financial Market Authority) and/or property searches and processing payments; and
- recovering debts where a customer fails to pay for products.

These third parties will have access to personal information as required to perform these services, but IGCNZ will not authorise them to use that personal information for any other purpose.

IGCNZ may also disclose personal information to its related entities and business partners, such as auditors, financial services or insurance companies, in order for them to offer products and services to those individuals, or credit reporting agencies, in order for them to produce credit reports.

Otherwise, IGCNZ will only disclose personal information to third parties without the consent of the person to whom it relates if the disclosure is:

- necessary to protect or enforce IGCNZ's legal rights or interests or to defend any claims;
- necessary to prevent or lessen a serious threat to a person's health or safety;
- required or authorised by law; or
- permitted by another exception in the Privacy Act.

You have the right to tell us that you do not wish us to send information to you other than for the primary purpose for which we collect your personal information. We will always attempt to ensure our disclosure of personal information to other organisations is carried out in a manner which does not personally identify individuals.

Under no circumstances will IGCNZ sell personal information without the consent of the person to whom it relates.

Cross border disclosures

IGCNZ is a wholly owned subsidiary of Valmont Industries, Inc. ("VI Inc."). As part of its normal operations, IGCNZ may disclose personal information to VI Inc. or other related Valmont group company operating in New Zealand, or overseas in countries, that may vary from time to time, but includes Australia, the United States of America and Singapore, subject to the provisions of the Privacy Act. In such circumstances, the related company will only use the personal information for the same purposes for which IGCNZ is authorised to use the personal information.

Where IGCNZ discloses personal information outside New Zealand, it will take such steps as are reasonable in the circumstances to ensure the overseas recipient does not breach the Privacy Act. Where reasonably practicable, IGCNZ will first seek consent to such cross-border disclosure. Where it is not reasonably practicable for IGCNZ to obtain consent we will otherwise comply with the requirements of the Act.

Information Security

Personal information collected by IGCNZ is held in a variety of formats, including hard copy format and on IGCNZ's computer systems.

IGCNZ will take all reasonable steps to ensure that all personal information held by IGCNZ is secure from any unauthorised access or disclosure. However, IGCNZ does not guarantee that personal information cannot be accessed by an unauthorised person (e.g. a hacker) or that unauthorised disclosures will not occur.

IGCNZ will take reasonable steps to destroy or permanently de-identify personal information if it is no longer needed for the purposes for which IGCNZ is authorised to use it.

Accessing and correcting personal information

IGCNZ will take reasonable steps to ensure the accuracy and completeness of the personal information we hold.

A person may request to access, correct or update personal information about them held by IGCNZ. Such a request must be made in writing to the address set out below under "Our Contact Details".

IGCNZ will grant a person access to their personal information as soon as possible, subject to the circumstances of the request.

Generally, access to or correction of personal information will be provided free of charge, however IGCNZ may charge a fee for reasonable costs incurred in giving access to an individual's personal information. The fee (if any) will be disclosed prior to it being levied.

If you are requesting correction of your personal information, you may also provide IGCNZ with a statement of the correction sought, and if IGCNZ does not make the correction you have sought, you may request that the statement be attached to the information you have asked to be corrected so that it is read with the information.

Complaints

If a person wishes to complain about a breach by IGCNZ of this Policy, or other breach of privacy a complaint may be lodged in writing by post or by email to the address set out below.

IGCNZ takes all complaints seriously and any further action after our initial response to you will vary depending on the nature of your complaint. Complaints will be acknowledged and IGCNZ will endeavour to deal with complaints and provide a response within 30 days of receipt of the complaint. Where a matter requires a more detailed investigation it may take longer to resolve. IGCNZ will provide progress updates if this is the case and may seek further information. IGCNZ may refuse to investigate and deal with a complaint if it is considered to be vexatious. If a person is dissatisfied with the outcome of their complaint, they may seek further internal review by an officer of IGCNZ who was not previously involved in the complaint.

If a person is still dissatisfied with the outcome of their complaint, they may take the complaint to an external dispute resolution provider (in the case of a complaint in relation to credit-related personal information) that applies to IGCNZ and/or the office of the Privacy Commissioner for resolution.

Changes to the IGCNZ Privacy Policy

From time to time it may be necessary for us to review and revise our privacy policy. IGCNZ reserves the right to change this Policy at any time. We will notify you about changes to this privacy policy by posting an updated version on our website - www.ingalcivil.co.nz

Additional information regarding Credit Information

This Policy also applies in relation to IGCNZ's collection and use of credit information of individuals, in connection with commercial credit provided by IGCNZ.

The types of credit information that IGCNZ collects and uses for the purpose of assessing an application for commercial credit and administering a commercial account may include:

- names, addresses and other contact and identification details of accountholders and guarantors (both prospective and current);
- bank account details;
- financial information; and
- information on the assets held by an individual.

Such information is collected from the relevant individual and from credit reporting bodies, as well as from publicly available information. IGCNZ uses the information collected to create an internal credit assessment report.

IGCNZ may disclose credit information to credit reporting bodies as required for IGCNZ's internal credit assessment activities and our agreements with credit reporting bodies. Such credit reporting bodies may use and disclose the credit information that we provide to them for their credit reporting business purposes which may include use and disclosure for and to other customers of the credit reporter.

Our Contact Details

Managing Director

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