

CREDIT ACCOUNT APPLICATION

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

Customer Details: Individual Sole Trader Trust Partnership Company Other:						
Full or Legal Name:						
Trading Name: (If different from above)						
Physical Address:				Postcode:		
Billing Address:				Postcode:		
Email Address:						
Phone No:	Fax No:		Mobile No:			
Personal Details: (please complete if you are a	n Individual)					
D.O.B. Driver's Licence No:			:			
Business Details: (please complete if you are a	a Sole Trader, Trust, Partner	ship, Company or Othe	r – as specified)			
Company Number: Date Incorp. (current owners):			t owners):			
Nature of Business:		GST No: (if applicable)				
Paid Up Capital: \$	chases: \$	Credit Limit Required: \$				
Principal Place of Business is: Rented	☐ Owned ☐ Mortgaged	(to whom):				
Directors / Owners / Trustee (if more than two,	please attach a separate sh	eet)				
(1) Full Name: D.O.			.O.B.			
Private Address:				Postcode:		
Driver's Licence No:	No: Phone No:		Mobile No:			
(2) Full Name:			D.O.B.			
Private Address:			Postcode:			
Driver's Licence No:	er's Licence No: Phone No: N		Mobile No:			
Account Terms:	O Other:					
Purchase Order Required?	Purchase Order Required?			0		
Accounts Email Address:						
Accounts Contact:			Phone No:			
Bank and Branch:			Account No:			
Trade References: (please provide companies that are willing to do trade references)						
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 ITEC Products (1992) 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 (CUSTOMER):		SIGNED (SUPPLIE	_ SIGNED (SUPPLIER):				
Name:		Name:	Name:				
		Position:	Position:				
Date:		Date:	Date:				
OFFICE USE ONLY							
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE			
	\$						

ITEC Products (1992) Limited

Postal Address: PO Box 407, CAMBRIDGE 3450 Physical Address: 59 Hautapu Road, Hautapu CAMBRIDGE 3493 Phone: (07) 827 6964 Email: office@itecproducts.co.nz Web: www.itecproducts.co.nz GST: 59-897-063

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Itec Products (1992) Limited and its successors and assigns ("the Supplier") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to ("the Customer") [Insert Company Name In Box Provided]

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

- GUARANTEE the due and punctual payment to the Supplier of all monies which are now owing to the Supplier by the Customer and all further sums of money from time to time owing to the Supplier by the Customer in respect of goods and services supplied or to be supplied by the Supplier to the Customer or any other liability of the Customer to the Supplier, and the due observance and performance by the Customer of all its obligations contained or implied in any contract or agreement with the Supplier, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Supplier, the Guarantor will immediately on demand pay the relevant amount to the Supplier. In consideration of the Supplier agreeing to supply the goods and/or services to the Customer, 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 Supplier 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 Supplier and each director of the Supplier as the Guarantor's the All altorney/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 Supplier may reasonably require to: sums of money from time to time owing to the Supplier by the Customer in respect of goods and services supplied or to be supplied by the Supplier not limited to, signing any document on the Guarantor's behalf which the Supplier 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; Ìb) register any other document required to be registered by the PPSA or any other law; or
- correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY the Supplier on demand as a separate obligation against any liability (including but not limited to damages, 2 costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Supplier in connection with:
 - (a)
- the supply of goods and/or services to the Customer; or the recovery of monies owing to the Supplier by the Customer including the enforcement of this Guarantee and Indemnity, and including but (b) not limited to the Supplier's nominees' costs of collection and legal costs; or monies paid by the Supplier with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Supplier,
- (C) the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Supplier to the Customer. I/WE FURTHER ACKNOWLEDGE AND AGREE THAT 3. I/We have received, read, and understood the Supplier's Terms and Conditions prior to entering into this Guarantee and Indemnity and
- agree to be bound by those Terms and Conditions.
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and 4 remain in full force and effect until all monies owing to the Supplier by the Customer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on the Supplier's part (whether in respect of the Customer 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 Customer's obligations to the Supplier, each Guarantor shall be a principal debtor and liable to the Supplier accordingly. 5.
- The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by: 6.
 - any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services; (a)
 - the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Customer, (a) 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. (b)
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean, and refer 7.
- 8.
- 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. **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 Customer to the Supplier.** I/we irrevocably authorise the Supplier to obtain from any person or company any information which the Supplier may require for credit reference purposes. I/We further irrevocably authorise the Supplier 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 Supplier as a result of this Guarantee and Indemnity being actioned by the Supplier. The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity and the subsequent enforcement of the same 9
- 10 the subsequent enforcement of the same.

For and on behalf of the Customer 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:	GUARANTOR-2 SIGNED:				
FULL NAME:	FULL NAME:				
HOME ADDRESS:	HOME ADDRESS:				
DATE OF BIRTH:	DATE OF BIRTH:				
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:				
NAME OF WITNESS:	NAME OF WITNESS:				
OCCUPATION:	OCCUPATION:				
PRESENT ADDRESS:	PRESENT ADDRESS:				
EXECUTED as a Deed this day of 20	EXECUTED as a Deed this day of 20				

Note: 1. If the Customer is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.

2. If the Customer is a limited partnership, the Guarantor(s) must be the general partners

3. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

4. If the Customer 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

ITEC Products	(1992) Limited – Term	s &	Conditions	of	Trade
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Definitions
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.
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 barticular collection of the Supplemental collection of the term of the second second of the second second of the term of the second second of the second second of the term of the second second second the term of the second s 1. 1.1 12 1.3 If the custome is a parties hip, its rain une each parties joining and severally, and unstand customer is a part of a Trust, shall be bound in their capacity as a trustee; and includes the customer's executors, administrators, successors and permitted assigns. (c) assigns: the Second seco **10**. 10.1 1.4 1.5 10.2 10.3 16 Acceptance The parties acknowledge and agree that: (a) they have read and understood the terms and conditions contained in this 2. 2.1 2.2 2.3 **11**. 11.1 25 Errors and Omissions.
Errors and Omissions advances and accepts that the Supplier shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
(a) resulting from an inadverfent missake made by the Supplier in the formation and/or administration of this Contract: and/or and/or administration of this Contract: and/or and/or administration of this Contract: and/or and/or administration of the supplier in respect of the Service.
(b) contained informitted from any literature (hard corpy and/or electronic) supplied by the Supplier in respect of the Service.
(c) and or ormission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wild unsconduct of the Supplier; the Customer.
(a) shall not be entitled to treat this Contract as repudiated nor render it invalid:
but 3. 3.1 3.2 but shall not be responsible for any additional costs incurred by the Supplier arising from the error or omission. (b) Authorised Representative Unless otherwise limited as per clause 4.2, the Customer agrees that should the Customer introduce any third party to the Supplier as the Customer's duty authorised Customer introduce any third party to the Supplier and the Customer's duty authorised Customer to order any Goods, and/or to request any variation thereto, on the Customer's behalf (such authority to continue unit) all requested Goods have been is no longer the Customer drewise notifies the Supplier in writing that said person is no longer the Customer's duty authorised representative as per clause 4.1 is to have only limited authority to act on the Customer's behalf them the Customer must specifically and clearly advise the Supplier in writing of the parameters of the limited The Customer specifically activational sease and accepts that they will be solely liable to the supplier of all additional costs incurred by the Supplier (invidual the Supplier) profit margin) in supplying any Goods, and/or Variation's thereto, requested by under customer's duty authorised representative (subject always to the limitations imposed under clause 4.2 (if any)). 4. 11.3 11.4 4.2 11.5 4.3 **12**. 12.1 Change in Control The Customer shall give the Supplier not less than fourteen (14) days prior writteen notice of any proposed change of ownership of the Customer and/or any other changes in the Customer's details (including but not limited to, changes in the Customer's name, address and contact phone or fax numbers, change of truetees or business practice). The Customer shall be liable for any loss incurred by the Supplier as a result of the Customer s failure to comply with this clause. 5. 5.1 12.2 12.3

 of the Customer's failure to compary wint runs ususe.

 Price and Payment

 At the Supplier's sole discretion, the Price shall be either:

 1
 as stinciated on any invoice provided by the Supplier to the Customer; or current price list; or

 (b)
 the Price as at the date of Delivery of the Goods according to the Suppliers current price list; or

 (c)
 the Supplier's quoted Price (subject to clause 6.2) which will be valid for the period stated in the quotidation or otherwise for a period of thirty (30) days.

 The Supplier reserves the right to change the Price.
 The Supplier reserves the right to change the Price.

 (c)
 in the event of increases to the Supplier's costs due to huize the orthor.

 (d)
 in the event of increases to the Supplier's costs due to huize. The Supplier's suppliers, which are beyond the Supplier's control.

 Variations will be charged for on the basis of the Supplier's curotation, and will be detailed in writing, and show a variations must be made in full at the time of their compliciton.

 13.2
 the Result of all variations must be required.

 6. 6.1 62 63 working days. Failure to do so will entitle the Supplier to add the cost of the variation to the Price. Agment for all variations must be made in full at the time of their completion.
 Amount of the Variations of the bemate in full at the time of their completion.
 for certain approved Customers, do thewn(20) days following the end of the month in which a statement is possed by the Supplier, which may be: (a) for certain approved Customers, do thewn(20) days following the end of the month in which a statement is possed to the Customer's address or address for notices.
 (b) the date specified on any invoice or other form as being the date for payment: (b) the date of any invoice given to the Customer's due two the Supplier.
 (c) the date of any invoice cort of the Customer's due two the Supplier any in the date of any invoice divention of the Customer by the Supplier.
 (c) the date of any invoice or other form as being the date for payment: The Supplier may in its discretional locate any payment the Supplier.
 (c) the may in the supplier on allocate any payment received from the Customer towards any invoice diven allocate any payment the Supplier may realize the any payments by estimation and the Supplier any instate the Supplier any to a so the supplier any result to the Customer towards any invoice actional locate any payment received from the Customer towards any invoice actional locate any payment received from the Customer towards any invoice actional locate any payment received from the Supplier may result to be owed to be supplier spectrosy received and supplier not to withhold payment the PPSA) in the Customer towards any invoice actional pay and the supplier spectrosy for adverse state adverse and the supplier spectrosy for adverse state adv 6.4 13.3 13.4 6.6 **14**. 14.1 6.7 **15**. 15.1 6.8 15.2 6.9 **16**. 16.1 16.2 Delivery of Goods Delivery ('Delivery') of the Goods is taken to occur at the time that the Supplier (or the Supplier's moninated carrier) delivers the Goods to the Customer's nominated 7. address even if the Customer is not present at the address. 17. The cost of Delivery is either included in the Price or is in addition to the Price as agreed between the parties. The Supplier may deliver the Goods in separate instalments. Each separate instalment shall be involced and paid in accordance with the provisions in these terms 12.0. 7.2 7.3 Instantiant's due de moutes and part in accurations with the provisions in these entries Any times and the the Supplier for Delivery of the Goods is an entries entries customer must take Delivery by receipt or collection of the Goods whenever they are tendered for belivery. The Supplier will no be liable for any loss or damage incurred by the Customer as a result of Delivery being take. In the event that the Customer is unable to take Delivery the Goods as arranged them the Supplier shall be entitled to charge a reasonable fee for refediency and/of strage. 17.2 7.4 173 Product Specifications The Customer acknowledges and accepts that: (a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Supplier's or the manufacturer's fact sheets, price lists or advertising materiat, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such **8**. 8.1 17.4

information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly staled as such in while the Supplier: and while the Supplier may have provided information or figures to the Customer regarding the performance of the Goods, the Customer acknowledges that the Supplier has yet means in good faith, and are estimates based on moustry prescribed estimates.

Risk Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed tollowing Delivery but prior to ownership passing to the Customer, the Supplier is sentilled to receive all insurance proceeds payable for Goods. The production of these terms and conditions by the supplier is sufficient evidence of the Suppliery rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further emputities.

18. 18.1

18.2

Support of the second of the s

Title The Supplier and the Customer agree that ownership of the Goods shall not pass until:

The Supplier and the Customer agree that ownership of the Goods shall not pass until:
 the Customer has paid the Supplier all amounts owing to the Supplier: and
 the Customer has met all of its other obligations to the Supplier. Receipt by the Supplier of any method to be payment until that form of payment has been honoured, deared or recognised.
 the Customer has not all of its other obligations to the Supplier. Receipt by the graved that until ownership of the Goods passes to the Customer in accordance with clause 10.1:
 a) the Customer is only a bailee of the Goods and must return the Goods to the Supplier on request:
 the Customer is only a bailee of the Goods passes to the Customer in surance in the event of the Supplier on derweys part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer such disposes or parts with possession of the Supplier and must pay to colleve the proceeds of any insurance in the event of the Supplier and the Supplier and the supplier and must pay to colleve the proceeds of the Supplier and the Supplier and must pay to colleve the proceeds of the Supplier on the Supplier and must pay to colleve the proceeds of any such act on trust for the Supplier and must pay to colleve the proceeds of any such act on trust for the Supplier and must pay to colleve the proceeds of any such act on trust for the Supplier and must pay or delivery authorises the Supplier and must pay to delivery authorises the Supplier and must pay to delivery authorises the Supplier as the supplier and must pay to delivery authorises the Supplier and must pay to deliver the proceeds to supplier bas the customer resulting product to the Supplier as the customer applies and must pay the advert and pay to deliver the Supplier as the customer applier and must pay the supplier as the customer any remiss where the Supplier as the customer any remiss where the Supplier as the customer and pay te

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- **19**. 19.1

- (g)
- Goods: the Supplier may recover possession of any Goods in transit whether or not Delivery has occurred: the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier; and the Supplier may commence proceedings to recover the Price of the Goods sold indwithstanding that ownership of the Goods has not passed to the Customer. (h)

- 19.3
- Customer.
 Personal Property Securities Act 1999 (*PPSA*)
 Upon assenting to these terms and conditions in writing the Customer acknowledges
 and 9 greater terms and conditions constitute a security agreement for the purposes
 of the PPSA and
 a security interest is taken in all Goods that have previously been supplied
 and that will be supplied in the future by the Supplier to the Customer, and
 the proceeds from such Goods as listed by the Supplier to the Customer in
 involces rendered from time to time.
 The Customer underlates to:
 of the PPSA and or provide any further information (such
 information to be complied; accurate and up-to date in a respects) which the
 Supplier may reasonably require to register a funancing statement or financing
 change statement on the Personal Property Securities Register:
 (b) indemnify, and upon demand reimburse, the Supplier for all expenses
 incurred in registering a financing statement or financing change statement
 on the Personal Property Securities Register:
 (b) Earth Property Securities Register or releasing any Goods charged
 (c) thereby core more the construction of the provide any further information.
- on the Personal Property Securities or intending change statement hereby. (on pot register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party willow the provintien consent of the Suppler and (d) immediately advise the Supplier of any material change in the subsciences practices of selling the Goods winth would result in a change in the subsciences proceeds derived from such sales. Unless otherwise agreed to in writing by the Supplier advise the Supplier and the Customer statement in accordance with section 148 of the PPSA. The Customer statement in accordance with section 148 of the PPSA. The Customer statement in accordance with section 148 of the PPSA.

clauses 11.1 to 11.3. Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

contracting out of any of the provisions of the PPSA. Security and Charge in consideration of the Supplier agreeing to supply the Goods, the Customer charges all of its rights, title and interest (Whether joint' or several) in any land, reality or other assets capable of being charged, owned by the Customer either now or in the future, and the Customer granits a security interest in all of its present and after-acquired property, to secure the parformance by the Customer either now or in the future, and the Customer granits a security interest in all of its present and after-acquired the Customer granits a security interest in all of its present and after-acquired the Customer granits a security interest in all of its present and after-acquired registered pursuant to s.200 of the Land Transfer Ad 2017. The Customer indemnifies the Supplier from and against all the Suppliers costs and disbursements: Including legal costs on a solitor and own client basis incurred in exercising the Supplier's rights under this clause. The Customer's true and lawful attorney's to perform all necessary acts to give effect to the provisions of this clause 21 Including, but not limited to, signing any document on the Customer's the shall. 20. 20.1

Defects
 The Customer shall inspect the Goods on Delivery and shall within seven (7) days of
 Delivery (lime being of the essence) notify the Supplier of any alleged defed, shortade
 in quartify, damage or failure to comply with the description or quote. The Customer
 shall afford the Supplier an opportunity to inspect the Goods within a reasonable time
 tolowing Delivery if the Customer beleves the Goods are defective in any way. If the
 Customer fails to comply with these provisions the Goods shall be presumed to be
 defined to be presumed to be presumed to be
 defined to the Customer is entitled to reject, the Suppliers is liability is limited to
 gither (af the Suppliers discretion) replacing the Goods s repairing the Goods.
 Goods will not be accepted for return other than in accordance with 13.1 above, and
 provided the:

Consumer Guarantees Act 1993 and the Fair Trading Act 1986 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 (*CGA*) do not apply for the supply of Goods by the Supplier to the Customer. The Supplier agrees to abile by the provisions of the Fair Trading Act 1996 (*FArA*). 22.3

Intellectual Property The Customer warrants that all designs, specifications or instructions given to the supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to interspect of any such infringement. The Customer agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods 22.7

22.8

22.9

which the Supplier has created for the Customer. Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (25%) per calendar monh (and al the Supplier sole discretion such threast shall compound monthly at use the Supplier sole discretion such threast shall compound monthly at It the Customer owes the Supplier any money the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier is recovering the debt (including but not limited to internal administration frees, legal costs on a solicitor and own client basis, the Supplier may have under this Contract, if a Customer fass made payment to the Supplier, and the transaction is subsequently reversed, the Customer shall bialite for the amount of the reversed transaction, in addition to any further costs incurred by the Supplier in ounder this contract. If a Dustomer has under payment to the Supplier and het transaction is subsequently to the Customer's obligations under this Contract. To the Customer's obligations under this Contract. 22.10

- It is owing to the Supplier shall, whether or not due for payment, become lately payable finant of the Supplier becomes overdue, or in the Supplier's oprion the Customer will be unable to make a payment when it falls due: the Customer has exceeded any applicable credit limit provided by the Supplier: the Customer becomes insolvent, convenes a meeting with its creditors or pressioners for the being of a randomic with creditors, or makes an a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer. imr (a) (b)
- (c)
- (d)

appointed in respect of the Customer or any asset of the Customer. Cancellation Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions the other party weither party will be liable for any loss or damage the other party suffers because one of the parties. The supplied Services or purchase of Goods to the other party, Weither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its nights unter bits data. The deliver any Goots and/or Services to the Customer, the Supplier's reasonable control, is unable to the deliver any Goots and/or Services to the Customer (from Supplier's that) reparts the any control any contract to which these terms and conditions apply or cancel Delivery of Goods and/or Services at any time before the Goods and/or Services. The delivered by Qinney written notice to the Customer. On giving such notice the Supplier shall reapt to the Customer any morely paid by the Customer for the Goods and/or Services. The by the Customer to otherwise accept Delivery of the Goods and/or Services shal place the routies served within for-leight (48) hours of placement of the order. Failure by the Customer to otherwise accept Delivery of the Goods and/or Services. The Justomer may cancel apply contract the wild elimitely not be accepted once production has commenced, or an order has been placed.

Cancellation of orders for Goods made to the Customer's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed. **Privacy Policy** All enails, documents, images or other recorded information held or used by the Supplier is Personal Information' as defined and referred to in clause 19.3 and herefore considered confidential. The Supplier acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information in relation the Act. The Supplier showledges that in the event It becomes aware of any data Supplier that may result in serious harm to the Customer, the Supplier and order and the supplier that may result in serious harm to the Customer, the Supplier will notify the Customer in accordance with the Act. Any release of such Personal Information must be in accordance with the Act. Any release of such Personal Information must be in accordance with the Act. Any release of such Personal Information must be consent, unless subject to an operation of Jaw. Notifistanding clause 19.1, privacy Initiations will even to the Supplier in respect of coekies whell the Customer will be the Customer's. 19 Address, browser, email client type and other similar details: 10 tracking website usage and traftic: and 10 tracking website usage and traftic: and 10 tracking website usage and traftic: and 11 the Customer consents to the Supplier view the Europhier swebsite and later withsets to withdraw that consent, the Customer and 11 the Customer controls via the Customer's veb the of the Supplier's website 11 details be to withdraw that consent, the Customer's or 10 tracking or the Supplier view of Customer any amage and control the Supplier's privacy controls via the Customer's veb the of the supplier's website 11 details withsets the Supplier of the Supplier from any overtue 12 to customer authorises the Supplier's use of Cookies on the Supplier's website 13 to acking by defining the Custo

bit the contract to be required to be intermined that contract the supplier via e-mail. The Suppler will respond to that compliant within seven (7) days of receipt and will take all responde is septo to make a decision as to the compliant within therein (20) days of receipt of the compliant. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a compliant to the Privacy Commissioner at http://www.privacy.org.nz...

- Trusts If the Cusmer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ('Trust') then whether or not the Supplier as tolknown with the Supplier as tolknown with the Supplier as tolknown extends to all rights of indemnity which the Customer now (a) the subsequently may have against the Trust, the trustees and the trust trud: (b) the Customer has full and complete power and authority under the Trust or or indemnity of the Customer against the Trust, the trustees and the trust trud: (b) the Customer has full and complete power and authority under the Trust or and the provisions of the Trust as on plurgour to exclude or take away the right of indemnity of the Customer against the Trust, the trustees and the trust trutd. The Customer will not release the right of indemnity or commut any treach of trust or be a party to any other action which might prejudice that right of the trust of the trust and trust of contract program the trust or the right of the trust or the trust on the trust of the Constract the trust of the trust
- Is of the a party to any tunne action mean many registration of the interval terminity will not during the term of the Contract withhold consent in writing Customptier (the Supplier will not unreasonably withhold consent), cause, mit or suffer to happen any of the following events the removal, replacement or retirement of the Customer as trustee of the Trust: any alteration to or variation of the terms of the Trust: any alteration to availation of capital of the Trust: any element or distribution of capital of the trust or any resettlement of the trust property. (c)

per (i)

(ii) (iii) (iv)

General Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including artituration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's faces. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution external.

Of Collin proceedings, by lowing the owner perify the many series, owner resources the dispute, the parties shall be free to pursue other dispute resolution fails to escave the dispute, the parties shall be free to pursue other dispute resolution. The failties by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party singht to subsequently enforce that provision. If any provision of these terms and conditions shall not be invalid, write end to be affected, projected as a waiver of that provision, then y provision of these terms and conditions shall be invalid, or life and the analysis of the series and conditions shall be invalid, write end and are subject to the be affected, projected to the provision of these terms and conditions and any Contract to which they apply shall be governed and as subject to the partschirol of the Cambridge Courts of New Zealand. In the part of the subsequently existence in the cambridge Courts of New Zealand. In the course and or subject to the provision of these terms and conditions and any Contract to which they apply shall be governed of New Zealand. In the course of the subject of the cambridge Courts of New Zealand. In the course and/or assign all or any part of the Subject of New Zealand. The subplier may licence and/or assign and any part of the Subject of New Zealand. The Subject of the Castomer camout licence or assign without the writen approval of the Supplier. The Subject are agrees that the Supplier may and to the Subject of the Subject of the Castomer by disclosing such to the Customer agrees of and the Supplier most and their general lems and conditions of new they have no autionally to provide does and/or Services to the Subsomer maters and the they have no autionally the customer aspects to the Supplier to provide Govers and the set of the Customer maters and the they have no autionally the set of the Supplier to provide Govers and the authority of the Customer accept su

Please note that a larger print version of these terms and conditions is available from the Supplier on request.

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Goods will not be accepted for return other man in accurative wint 13.1 accore, and provided that:
 (a) the Supplier has agreed in writing to accept the return of the Goods; and (b) the Goods are returned at the Customer's cost within ten (10) days of the Delivery date; and
 (b) the Goods are returned in the condition in which have not been stored or used in a proper manner; and (d) the Goods are returned in the condition in which they were delivered and with all packaging material, trochures and instruction material in as new condition as is reasonably possible in the criterians.
 If the Supplier accepts that the Customer is entitled to reject the Goods following their return pursuant to clause 13.00 (b) hes Supplier will return being status and reasonable costible.
 Subject to Clauses 13.1, non-stocklist items or Goods made to the Customer's actual and reasonable costible tor credit or return.

22.2

Warranty For Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.