



## Ulti Group Limited

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PO Box 340, Hawera,  
4640

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### APPLICATION FOR CREDIT ACCOUNT

TRADING NAME	
COMPANY NAME	
POSTAL ADDRESS	POST CODE
DELIVERY ADDRESS	POST CODE
PHONE	FAX

SALES CONTACT
SALES EMAIL
ACCOUNTS PAYABLE CONTACT
ACCOUNTS PAYABLE EMAIL

ESTIMATED PURCHASES PER MONTH \$					
NATURE OF BUSINESS					
NUMBER YEARS IN BUSINESS					
TYPE OF BUSINESS	COMPANY	PARTNERSHIP	SOLE TRADER	OTHER	_____
COMPANY NUMBER	REGISTRATION DATE				

#### Names of Directors/Owner

1) NAME	POSITION
RESIDENTIAL ADDRESS	DATE OF BIRTH ____/____/_____
2) NAME	POSITION
RESIDENTIAL ADDRESS	DATE OF BIRTH ____/____/_____
3) NAME	POSITION
RESIDENTIAL ADDRESS	DATE OF BIRTH ____/____/_____

ACCOUNTANT	PHONE
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#### Trade References

COMPANY NAME	CONTACT NAME	PHONE
1)		
2)		
3)		

#### Credit Check authorisation

I/we irrevocably authorise any person or company to provide you with any information as you may require in response to your credit enquiries. I have read the terms and conditions of trade attached and agree to accept and abide by them.

NAME \_\_\_\_\_ POSITION \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

# Ulti Group Limited – Terms & Conditions of Trade

<p><b>1. Definitions</b>                  (1) "Contractor" means Ulti Group Limited, its successors and assigns or any person acting on behalf of and with the authority of Ulti Group Limited.                  (2) "Client" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.                  (3) "Goods" means all Goods or Services supplied by the Contractor to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable with the other).                  (4) "Price" means the Price payable for the Goods as agreed between the Contractor and the Client in accordance with clause 6 below.</p>	<p>(i) the Client or the Client's nominated carrier takes possession of the Goods at the Contractor's address; or                  (ii) the Goods are delivered by the Contractor or the Contractor's nominated carrier to the Client's nominated carrier's near address (even if the Client is not present at the address).                  (b) where the Contractor is to both supply and install Goods then the Contractor shall maintain a contract works insurance policy until the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Client.</p>	<p>15.2 The Client undertakes to:                  (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to complete a financing statement or financing change statement on the Personal Property Securities Register;                  (b) indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;                  (c) register a financing statement or financing change demand without the prior written consent of the Contractor; and                  (d) immediately advise the Contractor of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.</p>	<p>22.5 damage the Client suffers because the Contractor has exercised its rights under this clause.                  Without prejudice to the Contractor's other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable if:                  (a) any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due;                  (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or                  (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.</p>
<p><b>2. Acceptance</b>                  (1) The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.                  (2) These terms and conditions may only be amended with the Contractor's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Contractor.  <b>3. Authorised Representatives</b>                  (1) Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to the Contractor as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Goods or Services on the Client's behalf and/or to request any variation to the Services on the Client's behalf (such authority to continue until all requested Services have been completed or the Client otherwise notifies the Contractor in writing that said person is no longer the Client's duly authorised representative).                  (2) In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise the Contractor in writing of the parameters of the limited authority granted to their representative.                  (3) The Client specifically acknowledges and accepts that they will be solely liable to the Contractor for all additional costs incurred by the Contractor (including the Contractor's profit margin) in providing any Goods, Services or variations requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).</p>	<p>2.2 Notwithstanding the provisions of clause 8.1 if the Client specifically requests the Contractor to leave Goods outside the Contractor's premises for collection or to deliver the Goods to an unattended location then such materials shall always be left at sole risk of the Client and it shall be the Client's responsibility to ensure the Goods are insured adequately or at all. In the event that such Goods are lost, damaged or destroyed then replacement of the Goods shall be at the Client's expense.                  Holes, cut outs and cutting of the Goods may weaken the strength of the Goods and although it's unlikely, cracking may occur. The Contractor accepts no responsibility against cracks occurring after such Goods (that are subject to holes and cut outs) are installed unless toughened materials are used.                  The Client acknowledges that Goods supplied may exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time. The Contractor will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.                  The Client acknowledges that where an anodised surface finish has been selected, slight colour variation may occur between the main unit frame and any installation trims used due to the difference in alloys available and manufacturing standards and tolerances shall not be deemed to be a defect in the Goods.                  The Client warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods and that all electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Goods once installed. If, for any reason (including the discovery of asbestos, defective or unsafe wiring), the Client warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods and that all electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Goods once installed. If, for any reason (including the discovery of asbestos, defective or unsafe wiring), the Contractor reasonably forms the opinion that the Client's premises is not safe for the installation of Goods to proceed then the Contractor shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 7.2 above) until the Contractor is satisfied that it is safe for the installation to proceed.</p>	<p>15.3 The Contractor and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.                  15.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.                  15.5 Unless otherwise agreed to in writing by the Contractor, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.                  15.6 The Client shall unconditionally ratify any actions taken by the Contractor under clauses 15.1 to 15.5.</p>	<p><b>23. Cancellation</b>                  23.1 The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any money paid by the Client for the Goods. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.                  23.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).                  23.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.</p>
<p><b>4. Electronic Transactions Act 2002</b>                  (1) Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 12 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.  <b>5. Change in Control</b>                  (1) The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client's failure to comply with this clause.  <b>6. Price and Payment</b>                  (1) At the Contractor's sole discretion, the Price shall be either:                  (a) as indicated on any invoice provided by the Contractor to the Client; or                  (b) the Price as at the date of delivery of the Goods according to the Contractor's current price list; or                  (c) the Contractor's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.                  (2) The Contractor reserves the right to change the Price if a variation to the Contractor's quotation is requested. Any variation from a plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional Services required due to unforeseen circumstances such as poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, pre-existing structural integrity of the supporting framework to the installation site, prerequisite work by any third party not being completed, difficulties or matching colour, lead times for specifically coloured materials, etc.) shall be charged to the Contractor in the cost of labour or materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond the Contractor's control, etc.) will be charged for on the basis of the Contractor's quotation and will be shown as variations on the invoice. Payment for all variations must be received in full the time of completion.                  (3) At the Contractor's sole discretion, a deposit may be required and if applicable will be noted on the Contractor's quotation.                  (4) Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor, which may be:                  (a) on delivery of the Goods;                  (b) for certain approved Clients, by way of instalments/progress payments in accordance with the Contractor's payment schedule;                  (c) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;                  (d) the date specified on any invoice or other form as being the date for payment; or                  (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Contractor.                  (5) Payment may be made by cash, cheque, bank cheque, electronic-on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Contractor.                  (6) Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Contractor an amount equal to any GST the Contractor may pay for any supply by the Contractor under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p>	<p>2.3 Accuracy of Client's Plans &amp; Measurements                  The Contractor shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Contractor accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other provisions.                  In the event the Client gives information relating to measurements and quantities of Goods required in completing the Services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or the Contractor places an order based on these measurements and quantities. The Contractor accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.  <b>7. Specifications</b>                  The Client acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Contractor's manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by the Contractor.  <b>8. Client's Responsibility</b>                  (1) It is the intention of the Contractor and agreed by the Client that it is the responsibility of the Client to ensure that the Goods supplied by the Contractor are:                  (a) of the description, quality and character ordered; and                  (b) fit for the intended purpose required by the Client.  <b>9. Access</b>                  The Client shall ensure that the Contractor has clear and free access to the work site at all times to enable them to undertake the Services. The Services shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways, concrete or paved or grassed areas) unless due to the negligence of the Contractor.  <b>10. Compliance with Laws</b>                  The Client and the Contractor shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.                  The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.                  The Client agrees that the site will comply with any occupational safety and health laws relating to building/construction sites and any other relevant safety standards or legislation.  <b>11. Title</b>                  The Contractor and the Client agree that ownership of the Goods shall not pass until:                  (a) the Client has paid all the Contractor's amounts owing to the Contractor; and                  (b) the Client has met all of their obligations to the Contractor.                  Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.                  It is further agreed that:                  (a) until ownership of the Goods passes to the Client in accordance with clause 11.1 that the Client is only a bailee of the Goods and must return the Goods to the Contractor on request;                  (b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;                  (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Contractor and must pay or deliver the proceeds to the Contractor on demand;                  (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Contractor and must sell, dispose of or return the resulting product to the Contractor as it so directs;                  (e) the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Goods are kept and recover possession of the Goods;                  (f) the Contractor may recover possession of any Goods in transit whether or not delivery has occurred;                  (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while the Client remains in possession of the Goods;                  (h) the Contractor may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.</p>	<p><b>16. Security and Charge</b>                  In consideration of the Contractor agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).                  The Client indemnifies the Contractor from and against all the Contractor's costs and charges (including the costs of a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.                  The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 16 including, but not limited to, signing any document on the Client's behalf.  <b>17. Client's Disclaimer</b>                  The Client hereby disclaims any right to rescind, or cancel any contract with the Contractor or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Contractor and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.  <b>18. Defects</b>                  (1) The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Contractor of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Contractor an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Contractor has agreed in writing that the Client is entitled to reject, the Contractor's liability is limited to either (at the Contractor's discretion) replacing the Goods or repairing the Goods.                  (2) Goods will not be accepted for return other than in accordance with 18.1 above.  <b>19. Warranty</b>                  (1) Subject to the conditions of warranty set out in clause 19.2 the Contractor warrants that if any defect in any workmanship of the Contractor becomes apparent and is reported to the Contractor within twelve (12) months of the date of delivery (time being of the essence) then the Contractor will either (at the Contractor's sole discretion) replace or remedy the workmanship.                  The conditions applicable to the warranty given by clause 19.1 are:                  (a) the warranty shall only apply if the Goods are maintained by authorised trained service (as approved by the Contractor).                  (b) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:                  (i) failure on the part of the Client to properly maintain any Goods; or                  (ii) failure on the part of the Client to follow any instructions or guidelines provided by the Contractor; or                  (iii) any use of any Goods otherwise than for any application specified on a quote or order form; or                  (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or                  (v) fair wear and tear, any accident or act of God.                  (c) the warranty shall cease and the Contractor shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Contractor's consent.                  (d) in respect of all claims the Contractor shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.                  For Goods not manufactured by the Contractor, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Contractor 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.                  The conditions applicable to the warranty given on Goods supplied by the Contractor are contained on the "Warranty Card" that will be supplied with the Goods.</p>	<p><b>24. Privacy Act 1993</b>                  The Client authorises the Contractor or the Contractor's agent to:                  (a) access, collect, store, use, disclose, disseminate, transfer, or otherwise use information about the Client:                  (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or                  (ii) for the purpose of marketing products and services to the Client.                  (b) disclose information about the Client, whether collected by the Contractor from the Client directly or obtained by the Contractor from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.                  Where the Client is an individual the authorities under clause 24.1 are authorities or consents for the purposes of the Privacy Act 1993. The Client shall have the right to request the Contractor for a copy of the information about the Client retained by the Contractor and the right to request the Contractor to correct any incorrect information about the Client held by the Contractor.  <b>25. Unpaid Contractor's Rights</b>                  Where the Client has left any item with the Contractor for repair, modification, exchange or for the Contractor to perform any other service in relation to the item and the Contractor has not received or been tendered the whole of any monies owing to it by the Client, the Contractor shall have, until all monies owing to the Contractor are paid:                  (a) a lien on the item; and                  (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.                  The lien of the Contractor shall continue despite the commencement of proceedings for judgment against the Contractor owing to the Contractor having been obtained against the Client.  <b>26. Dispute Resolution</b>                  All disputes and differences between the Client and the Contractor touching and concerning this agreement shall be referred to arbitration under a dispute resolution procedure agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.  <b>27. Construction Contracts Act 2002</b>                  The Client hereby expressly acknowledges that:                  (a) the Contractor has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client, and:                  (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client; or                  (ii) a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or                  (iii) the Client has not complied with an adjudicator's notice that the Client must pay an amount to the Contractor by a particular date; and                  (iv) the Contractor has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.                  (b) if the Contractor suspends work, it:                  (i) is not in breach of contract; and                  (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and                  (iii) is entitled to an extension of time to complete the contract; and                  (iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the Contractor's suspension of work if the amount has not been paid; and an adjudicator's determination has not been complied with.                  (c) if the Contractor exercises the right to suspend work, the exercise of that right does not:                  (i) affect any rights that would otherwise have been available to the Contractor under the Contractual Remedies Act 1979; or                  (ii) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of the Contractor suspending work under this provision.</p>
<p><b>7. Delivery of Goods/Services</b>                  (1) Subject to clause 7.2 it is the Contractor's responsibility to ensure that the Services start as soon as it is reasonably possible.                  (2) The Services' commencement date will be put back and the completion date extended by whatever time is reasonable in the event that the Contractor claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Contractor's control, including but not limited to any failure by the Client to:                  (a) make a selection; or                  (b) have the site ready for the Services; or                  (c) notify the Contractor that the site is ready.                  (3) At the Contractor's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.                  (4) The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Contractor shall be entitled to charge a reasonable fee for redelivery and/or storage.                  (5) The Contractor may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.                  (6) Any time or date given by the Contractor to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and the Contractor will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.  <b>8. Risk</b>                  (1) If the Contractor retains ownership of the Goods under clause 15.1 then:                  (a) where the Contractor is supplying Goods only, all risk for the Goods shall immediately pass to the Client on delivery and the Client must insure the Goods on or before delivery. Delivery of the Goods shall be deemed to have taken place immediately at the time that either:</p>	<p>15.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.                  15.5 Unless otherwise agreed to in writing by the Contractor, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.                  15.6 The Client shall unconditionally ratify any actions taken by the Contractor under clauses 15.1 to 15.5.  <b>16. Security and Charge</b>                  In consideration of the Contractor agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).                  The Client indemnifies the Contractor from and against all the Contractor's costs and charges (including the costs of a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.                  The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 16 including, but not limited to, signing any document on the Client's behalf.  <b>17. Client's Disclaimer</b>                  The Client hereby disclaims any right to rescind, or cancel any contract with the Contractor or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Contractor and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.  <b>18. Defects</b>                  (1) The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Contractor of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Contractor an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Contractor has agreed in writing that the Client is entitled to reject, the Contractor's liability is limited to either (at the Contractor's discretion) replacing the Goods or repairing the Goods.                  (2) Goods will not be accepted for return other than in accordance with 18.1 above.  <b>19. Warranty</b>                  (1) Subject to the conditions of warranty set out in clause 19.2 the Contractor warrants that if any defect in any workmanship of the Contractor becomes apparent and is reported to the Contractor within twelve (12) months of the date of delivery (time being of the essence) then the Contractor will either (at the Contractor's sole discretion) replace or remedy the workmanship.                  The conditions applicable to the warranty given by clause 19.1 are:                  (a) the warranty shall only apply if the Goods are maintained by authorised trained service (as approved by the Contractor).                  (b) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:                  (i) failure on the part of the Client to properly maintain any Goods; or                  (ii) failure on the part of the Client to follow any instructions or guidelines provided by the Contractor; or                  (iii) any use of any Goods otherwise than for any application specified on a quote or order form; or                  (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or                  (v) fair wear and tear, any accident or act of God.                  (c) the warranty shall cease and the Contractor shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Contractor's consent.                  (d) in respect of all claims the Contractor shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.                  For Goods not manufactured by the Contractor, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Contractor 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.                  The conditions applicable to the warranty given on Goods supplied by the Contractor are contained on the "Warranty Card" that will be supplied with the Goods.  <b>20. Consumer Guarantees Act 1993</b>                  If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Contractor to the Client.  <b>21. Intellectual Property</b>                  Where the Contractor has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Contractor.                  The Client warrants that all designs, specifications or instructions given to the Contractor will not cause the Contractor to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Contractor against any action taken by a third party against the Contractor in respect of any such infringement.                  The Client agrees that the Contractor may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Contractor has created for the Client.  <b>22. Default and Consequences of Default</b>                  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 (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.                  If the Client owes the Contractor any money the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's collection agency costs, and bank dishonour fees).                  If the Client owes the Contractor any money the Contractor may have under this contract, if the Client has made payment to the Contractor by credit card, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Contractor under this clause 22 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations set out in this contract.                  Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the supply of Goods to the Client. The Contractor will not be liable to the Client for any loss or</p>	<p>15.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.                  15.5 Unless otherwise agreed to in writing by the Contractor, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.                  15.6 The Client shall unconditionally ratify any actions taken by the Contractor under clauses 15.1 to 15.5.  <b>16. Security and Charge</b>                  In consideration of the Contractor agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).                  The Client indemnifies the Contractor from and against all the Contractor's costs and charges (including the costs of a solicitor and own client basis incurred in exercising the Contractor's rights under this clause.                  The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 16 including, but not limited to, signing any document on the Client's behalf.  <b>17. Client's Disclaimer</b>                  The Client hereby disclaims any right to rescind, or cancel any contract with the Contractor or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Contractor and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.  <b>18. Defects</b>                  (1) The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Contractor of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Contractor an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Contractor has agreed in writing that the Client is entitled to reject, the Contractor's liability is limited to either (at the Contractor's discretion) replacing the Goods or repairing the Goods.                  (2) Goods will not be accepted for return other than in accordance with 18.1 above.  <b>19. Warranty</b>                  (1) Subject to the conditions of warranty set out in clause 19.2 the Contractor warrants that if any defect in any workmanship of the Contractor becomes apparent and is reported to the Contractor within twelve (12) months of the date of delivery (time being of the essence) then the Contractor will either (at the Contractor's sole discretion) replace or remedy the workmanship.                  The conditions applicable to the warranty given by clause 19.1 are:                  (a) the warranty shall only apply if the Goods are maintained by authorised trained service (as approved by the Contractor).                  (b) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:                  (i) failure on the part of the Client to properly maintain any Goods; or                  (ii) failure on the part of the Client to follow any instructions or guidelines provided by the Contractor; or                  (iii) any use of any Goods otherwise than for any application specified on a quote or order form; or                  (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or                  (v) fair wear and tear, any accident or act of God.                  (c) the warranty shall cease and the Contractor shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Contractor's consent.                  (d) in respect of all claims the Contractor shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.                  For Goods not manufactured by the Contractor, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Contractor 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.                  The conditions applicable to the warranty given on Goods supplied by the Contractor are contained on the "Warranty Card" that will be supplied with the Goods.  <b>20. Consumer Guarantees Act 1993</b>                  If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Contractor to the Client.  <b>21. Intellectual Property</b>                  Where the Contractor has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Contractor.                  The Client warrants that all designs, specifications or instructions given to the Contractor will not cause the Contractor to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Contractor against any action taken by a third party against the Contractor in respect of any such infringement.                  The Client agrees that the Contractor may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Contractor has created for the Client.  <b>22. Default and Consequences of Default</b>                  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 (2.5%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.                  If the Client owes the Contractor any money the Client shall indemnify the Contractor from and against all costs and disbursements incurred by the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's collection agency costs, and bank dishonour fees).                  If the Client owes the Contractor any money the Contractor may have under this contract, if the Client has made payment to the Contractor by credit card, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Contractor under this clause 22 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations set out in this contract.                  Without prejudice to any other remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or terminate the supply of Goods to the Client. The Contractor will not be liable to the Client for any loss or</p>	<p>23.1 The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Contractor shall repay to the Client any money paid by the Client for the Goods. The Contractor shall not be liable for any loss or damage whatsoever arising from such cancellation.                  23.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).                  23.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stockist items, will definitely not be accepted once production has commenced, or an order has been placed.  <b>24. Privacy Act 1993</b>                  The Client authorises the Contractor or the Contractor's agent to:                  (a) access, collect, store, use, disclose, disseminate, transfer, or otherwise use information about the Client:                  (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or                  (ii) for the purpose of marketing products and services to the Client.                  (b) disclose information about the Client, whether collected by the Contractor from the Client directly or obtained by the Contractor from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.                  Where the Client is an individual the authorities under clause 24.1 are authorities or consents for the purposes of the Privacy Act 1993. The Client shall have the right to request the Contractor for a copy of the information about the Client retained by the Contractor and the right to request the Contractor to correct any incorrect information about the Client held by the Contractor.  <b>25. Unpaid Contractor's Rights</b>                  Where the Client has left any item with the Contractor for repair, modification, exchange or for the Contractor to perform any other service in relation to the item and the Contractor has not received or been tendered the whole of any monies owing to it by the Client, the Contractor shall have, until all monies owing to the Contractor are paid:                  (a) a lien on the item; and                  (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.                  The lien of the Contractor shall continue despite the commencement of proceedings for judgment against the Contractor owing to the Contractor having been obtained against the Client.  <b>26. Dispute Resolution</b>                  All disputes and differences between the Client and the Contractor touching and concerning this agreement shall be referred to arbitration under a dispute resolution procedure agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.  <b>27. Construction Contracts Act 2002</b>                  The Client hereby expressly acknowledges that:                  (a) the Contractor has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client, and:                  (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client; or                  (ii) a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or                  (iii) the Client has not complied with an adjudicator's notice that the Client must pay an amount to the Contractor by a particular date; and                  (iv) the Contractor has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.                  (b) if the Contractor suspends work, it:                  (i) is not in breach of contract; and                  (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and                  (iii) is entitled to an extension of time to complete the contract; and                  (iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the Contractor's suspension of work if the amount has not been paid; and an adjudicator's determination has not been complied with.                  (c) if the Contractor exercises the right to suspend work, the exercise of that right does not:                  (i) affect any rights that would otherwise have been available to the Contractor under the Contractual Remedies Act 1979; or                  (ii) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of the Contractor suspending work under this provision.</p>
<p><b>9. Payment</b>                  (1) Payment may be made by cash, cheque, bank cheque, electronic-on-line banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Contractor.                  (2) Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Contractor an amount equal to any GST the Contractor may pay for any supply by the Contractor under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.  <b>10. Delivery of Goods/Services</b>                  (1) Subject to clause 7.2 it is the Contractor's responsibility to ensure that the Services start as soon as it is reasonably possible.                  (2) The Services' commencement date will be put back and the completion date extended by whatever time is reasonable in the event that the Contractor claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Contractor's control, including but not limited to any failure by the Client to:                  (a) make a selection; or                  (b) have the site ready for the Services; or                  (c) notify the Contractor that the site is ready.                  (3) At the Contractor's sole discretion, the cost of delivery is either included in the Price or is in addition to the Price.                  (4) The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the Contractor shall be entitled to charge a reasonable fee for redelivery and/or storage.                  (5) The Contractor may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.                  (6) Any time or date given by the Contractor to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and the Contractor will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.  <b>11. Risk</b>                  (1) If the Contractor retains ownership of the Goods under clause 15.1 then:                  (a) where the Contractor is supplying Goods only, all risk for the Goods shall immediately pass to the Client on delivery and the Client must insure the Goods on or before delivery. Delivery of the Goods shall be deemed to have taken place immediately at the time that either:</p>	<p>2.3 Accuracy of Client's Plans &amp; Measurements                  The Contractor shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Contractor accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other provisions.                  In the event the Client gives information relating to measurements and quantities of Goods required in completing the Services, it is the Client's responsibility to verify the accuracy of the measurements and quantities, before the Client or the Contractor places an order based on these measurements and quantities. The Contractor accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause.  <b>7. Specifications</b>                  The Client acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Contractor's manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by the Contractor.  <b>8. Client's Responsibility</b>                  (1) It is the intention of the Contractor and agreed by the Client that it is the responsibility of the Client to ensure that the Goods supplied by the Contractor are:                  (a) of the description, quality and character ordered; and                  (b) fit for the intended purpose required by the Client.  <b>9. Access</b>                  The Client shall ensure that the Contractor has clear and free access</p>		