

Online Paints Limited

42 Ototara Lane, RD 2, WELLSFORD 0972 Phone: 0274 783 001 Email: sales@onlinepaints.co.nz

Web: www.onlinepaints.co.nz GST No: 73 435 447

Customer Details: ☐ Individual	☐ Sole Trader	☐ Trust	☐ Partnership	☐ Company	☐ Other:			
Full or Legal Name:								
Trading Name: (If different from abo	ove)							
Physical Address:						Postcode:		
Billing Address:						Postcode:		
Email Address:								
Phone No:	Fax No:			Mo	Mobile No:			
Personal Details: (please complete it	f you are an Individual)							
D.O.B.			Driver's Lice	ence No:				
Business Details: (please complete i	if you are a Sole Trade	r, Trust, Pa	rtnership, Company	or Other – as sp	ecified)			
Company Number:			Date Incorp.	(current owners):			
Nature of Business:				GS ⁻	No: (if applicable)			
Paid Up Capital: \$	Estimate	d Monthly	/ Purchases: \$	Cre	dit Limit Required	: \$		
Principal Place of Business is: D F	Rented D Owned	☐ Mortga	aged (to whom):	•				
Directors / Owners / Trustee (if more	than two, please attac	h a separai	te sheet)					
(1) Full Name:				D.O.B				
Private Address:				1		Postcode:		
Driver's Licence No: Phone No:			Mobile	Mobile No:				
(2) Full Name:				D.O.B				
Private Address:						Postcode:		
Driver's Licence No:	Phor	ie No:		Mobile	No:			
Account Terms: 20 Days EO	M □ Othe	r:						
Purchase Order Required?	☐ YES ☐ NC		Accounts to	be emailed?	☐ YES [□NO		
Accounts Email Address:								
Accounts Contact:				Phone	Phone No:			
Bank and Branch:				Account No:				
Trade References: (please provide c	companies that are willin	ng to do tra	de references)					
Name:				Phone / Fax / Email:				
1.								
2.								
3.								
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 Online Paints 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 (SUPPLIER):								
				Name:				
ame:		Position:						

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Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Online Paints 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 each director of the Supplier as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Supplier may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - 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, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Supplier in connection with:

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
- not limited to the Supplier's nominees' costs of collection and legal costs; or

 (c) 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, 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

- 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 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
- 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 bé a principal debtor and liable to the Supplier accordingly.
- The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:
 - any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services;
 - the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Customer;
 - (b) any other act, omission, or event which, but for this provision, might operate to discharge, impair, or otherwise affect any obligations under
- this Guarantee and Indemnity of any of the rights, powers or remedies conferred by this Guarantee and Indemnity or by law.

 The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean, and refer
- the term "Guarantor" whenever used in this Guarantee and Indemnity snail, 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 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.

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:		
FULL NAME:		
HOME ADDRESS:		
DATE OF BIRTH:		
SIGNATURE OF WITNESS: _		
NAME OF WITNESS:		
OCCUPATION:		
PRESENT ADDRESS:		
EXECUTED as a Deed this	day of	20

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

Note: 1. If the 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

1	Definitions	_	nts Limited – Terms & Conditions of Delivery of Goods		ecovering the debt (including but not limited to internal administration fees legal
1:1	"Contract" means the terms and conditions contained herein, together with any	8.1	Delivery of Goods Delivery (Delivery) of the Goods is taken to occur at the time that the Supplier (or the Supplier's nyminated carrier) alleivers the Goods to the Customer's nominated the cost of Delivery is either included in the Price or is in addition to the Price as agreed between the native.		covering the debt (including but not limited to internal administration fees, leg- sists on a solicitor and own client basis, the Supplier's collection agency costs, an ank dishonour fees). uither in any other inthis or remedies the Supplier may have under this Contract
2	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 particular client and website, and can be accessed either by the web server or	8.2	address even if the customer is not present at the address. The cost of Delivery is either included in the Price or is in addition to the Price as agreed between the parties.	18.3 Fi	un ballonor lies. The distribution of the rights or remedies the Supplier may have under this Contract. Customer has made payment to the Supplier, and the transaction is subsequently versed, the Customer shall be liable for the amount of the reversed transaction. In
	to a particular client and website, and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when using the Supplier's website, then the Customer shall have	8.3	The Supplier may deliver the Goods in separate instalments. Each separate	ai ca to	verses, the Customer shall be liable for the amount of the reverses transaction, in didilion to any further costs incurred by the Supplier under this clause 18 where I is the Customer's obligations under this Contract. If thought prejude to the Supplier's other remedies at law the Supplier shall be entitled cancel all or any part of any order of the Customer which remains unfulfilled and all mounts owing to the Supplier shall, whether or not due for payment, become
•	to a glariticus usint air wessier, and car be acuses denier by it even server to the client's computer. If the Customer does not wish to allow Cookies to operate in the background when using the Supplier's website, then the Customer shall have the right to enable of disable the Cookies first by selecting the option to enable / glasable provided on the website, prior (to making enquiries via the website. Customer means the person's, entities or any person acting on betail or and with	8.4	Any time specified by the Supplier for Delivery of the Goods is an estimate only. The Customer must take Delivery by receipt or collection of the Goods whenever they are	18.4 W	ithout prejudice to the Supplier's other remedies at law the Supplier shall be entitled cancel all or any part of any order of the Customer which remains unfulfilled and a
3			instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions they the Supplier for Delivery of the Coods is an estimate only. The Arry time specialised believes for specialist or collection of the Goods whenever they are tendered for Delivery. The Supplier will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late, in the event that the Customer is unable to take Delivery of the Goods as arranged then the Supplier shall be entitled to charge a reasonable fee for reddivery and/of storage. The Coods are to be displayed to overseast the Customer is a supplier shall be supplier shall be entitled to charge a reasonable fee for reddivery and/of storage. The Coods are to be displayed to overseast their they shall be responsible for any taxes, levelse, customs and import duties that may be applicable to the Goods unless otherwise agreed.	aı in (a	mounts owing to the Supplier shall, whether or not due for payment, becoming nmediately payable if: a) any money payable to the Supplier becomes overdue, or in the Supplier
	as specified in any proposal, quotation, order, invoice or other documentation, and: (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and (b) if the Customer is a partnership, it shall bind each partner jointly and	8.5	to charge a reasonablé fee for redelivery and/or storage. The Customer acknowledges and accepts that in the event that the Goods are to be	(b	opinion the Customer will be unable to make a payment when it falls due; the Customer has exceeded any applicable credit limit provided by th
	(b) If the Customer is a partnership, it shall bind each partner jointly and severally, and (c) if the Customer is a part of a Trust, shall be bound in their capacity as a		import duties that may be applicable to the Goods unless otherwise agreed.	(0	Supplier; b) the Customer becomes insolvent, convenes a meeting with its creditors of proposes or enters into an arrangement with creditors, or makes an
	trustee; and	9. 9.1	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 following Delivery but prior to	(0	the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes a assignment for the benefit of its creditors, or a receiver, manager, liquidator provisional or otherwise) or similar person i appointed in respect of the Customer or any asset of the Customer.
1	(a) Includes the Culstomer's executors, administrators, successors and "Goods "Intell all suggests." Services supplied by the Supplier to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangable for the other,' 'Price' means the Price payable (plus any Goods and Services Tax ("GST") where applicable) in New Zealand Dollars, for the Goods as agreed between the Supplier and the Customer in accordance with dause 7 below. 'Supplier' means Chiline Parist Limited, its successors and assigns.	9.2	If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance	19. C	ancellation
5	"Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable in New Zealand Dollars, for the Goods as agreed between the Supplier		ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further	19.1 W	ancellation ifflood prejudice to any other remedies the parties may have, if at any time either yr is in breach of any obligation (including those relating to payment) under these man ad conditions the other party suspend or terminate the supply of Services prourbase of Goods to the other party. Neither party will be liable to any loss of the party suffers because one of the parties has exercised its right of this clause.
6	and the Customer in accordance with clause 7 below. "Supplier" means Online Paints Limited, its successors and assigns.	9.3	enquiries. If the Customer requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall	OI da	r purchase of Goods to the other party. Neither party will be liable for any loss of angue the other party suffers because one of the parties has exercised its right proof this days.
1	Accentance	9.4		19.2 If	the Supplier, due to reasons beyond the Supplier's reasonable control, is unable to deliver any Goods and/or Services to the Customer, the Supplier may cancel an
	The parties acknowledge and agree that: (a) they have read and understood the terms and conditions contained in this Contract, and the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and conditions if the Customer		ge let at the dusthird's solicitisk. The Supplier shall be entitled to rely on the accuracy of any specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, the Contractor accepts to responsibility for any loss, damages, or costs however resulting from these inaccurate specifications or other information.	aı w	ontract to which these terms and conditions apply or cancel Delivery of Good nd/or Services at any time before the Goods and/or Services are delivered by givin ritten notice to the Customer. On giving such notice the Supplier shall repay to the
2	bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts Delivery of the Goods.	10		C	offer its clause. The Supplier, due to reasons beyond the Supplier's reasonable control, is unable to eleiver any Goods and/or Services to the Customer, the Supplier may cancel ar onliract to witch these terms and conditions apply or cancel Delivery of Good order Services at any time before the Goods and/or Services are delivered by giving then notice to the Customer. On giving such notice the Supplier shall ready to flustomer any money paid by the Customer for the Goods and/or Services. The pupplier shall not be liable for any loss or damage whatsoever arising from such
	bound, jointly and severally, by these terms and conditions if the Customer In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this Contract may only be any any enterment to the terms and conditions contained in this Contract may only be some contract that the contract may only be some contract that the supply of Goods on credit shall not take effect until the Customer has completed a great particular on with the Supplier and if has been approved with a credit limit established for the account. In the event that the supply of Goods requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, the Supplier reserves the right to refuse Delivery.	10. 10.1		19.3 Ti	upplier snall not be liable for any loss or damage whatsoever arising from such discillation. The Customer was cancel Delivery of the Goods and/or Services by written notice the customer with the customer of this Contract. The customer of this Contract and the customer specifications, or for not cookies thems, will definitely not be accepted once production has commenced, or a dreft has been placed.
} !	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties. The Customer acknowledges and accepts that the supply of Goods on credit shall not	10.2	 (a) the Customer has paid the Supplier all amounts owing to the Supplier; and (b) the Customer has met all of its other obligations to the Supplier. 	to in 19.4 C	o otherwise accèpt Delivery of the Goods and/or Services shall place the Custome breach of this Contract. ancellation of orders for Goods made to the Customer's specifications, or for no
5	take effect until the Customer has completed a credit application with the Supplier and it has been approved with a credit limit established for the account.	10.3	to be payment until that form of payment has been honoured, cleared or recognised. It is further agreed that until ownership of the Goods passes to the Customer in	st	ocklist items, will definitely not be accepted once production has commenced, or a rder has been placed.
	in the event that the supply of Goods requested exceeds the customer's credit intended in the account exceeds the payment terms, the Supplier reserves the right to refuse Delivery. Any advice, recommendation, information, assistance or service provided by the		Sunnier on request:	20. P 20.1 A	rivacy Policy Il emails, documents, images or other recorded information held or used by the
			Supplier on request; (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; the Customer must not sell, dispose, or other wise part with possession of the Goods then the Customer must not sell, disposes, or other wise part with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand; the Customer should not orivert or process the Goods or intermix them with other goods but if the Customer holds the resulting product on trust for the benefit of the Supplier and the substance of the customer holds the resulting product on trust for the benefit of the Supplier and for deads of the customer holds the resulting product on the Supplier as the Goods or intermix where the Supplier should be contained to the Supplier of the Supplier should be contained to the Supplier should be contained to the Supplier of the Supplier should be supplied to entire should be supplied to the Supplier should be supplied to entire and the Supplier should be supplied to entire should be supplied to entire and the Supplier should be supplied to entire should be supplied to entire and the Supplier should be supplied to entire and the Supplier should be supplied to entire	S th	upplier is "Personal Information" as defined and referred to in clause 20.3 an lerefore considered confidential. The Supplier acknowledges its obligation in relation to the bandling use disclosure and processing of Personal Information pursuant in the process of the proces
	any device, recurrenterloadion, monimalorit, assistance of service provider by view Supplier in relation to the Goods supplied is given in good faith to the Customer, or the Customer's apecified without liability on the barr of the Supplier party providing that each ground and the supplier should be deemed to be accepted by either party providing that the parties have compiled with Section 22 of the Contract and Commercial Law Act.		(c) the Customer 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	th th	he Privacy Act 2020 ("the Act") including Part II of the OECD Guidelines as set out it expenses the Supplier acknowledges that in the eyent it becomes aware of any date.
	the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act		the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Supplier and must have or deliver the proceeds to the Supplier on demand:	bi S C	reaches and/or disclosure of the Customer's Personal Information, held by the upplier that may result in serious harm to the Customer, the Supplier will notify the ustomer in accordance with the Act. Any release of such Personal Information must be serious to the control of
	Errors and Omissions		 (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting 	oo o	e in accordance with the Act and must be approved by the Customer by writte onsent, unless subject to an operation of law.
	Errors and Omissions The Customer acknowledges 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 inadvertent mistake made by the Supplier in the formation and or administration of this Contract, and/or complained in lometted from any literature (hard one) and or electronic) supplied if such of the Contract and is not feet to the contract and is not accept the contract accept the contract and is not accept the contract accept the contract and is not accept the contract accept the contract and is not ac		product on trust for the benefit of the Supplier and must seil, dispose of or return the resulting product to the Supplier as it so directs; the Customer irrevocably authorises the Supplier to enter any premises where	20.2 N of S	onwinstanding clause 20.1, privacy limitations will extend to the Supplier in respe f Cookies where the Customer utilises the Supplier's website to make enquiries. Th upplier agrees to display reference to such Cookies and/or similar trackin
	and/or administration of this Contract; and/or (b) contained in/ornitted from any literature (hard copy and/or electronic) supplied			te th	chnologies, such as pixels and web beacons (if applicable), such technology allow le collection of personal Information such as the Customer's:
!	If such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or with misconduct of the Supplier; the Customer (a) shall not be entitled to treat this Contract as repudiated nor render it invalid;		(i) the Supplier may recover possession or any occus in raiss whether or not provided in the control of the co	\E	tracking website usage and traffic; and traffic; and content similar details, of tracking website usage and traffic; and traffic; and traffic; and traffic; and traffic; and traffic; and traffic and
			grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier; and (h) the Supplier may commence proceedings to recover the Price of the Goods	If	rider has been placed. Tiveacy Policy Il emails, gocuments, images or other recorded information held or used by th upplier is Personal Information* as defined and referred to in clause 20.3 an ereferce considered confidential. The Supplier acknowledges its obligation in relation the handling, use, disclosure and processing of Personal Information pursuant in the Privacy Ad 2020 ("the Ad") including Part II of the OECD Guidelines as set out it reaches and/or disclosure of the Customer's Personal Information, held by the upplier that may result in serious harm to the Customer, the Supplier will notify the upplier that may result in serious harm to the Customer, the Supplier will notify the upplier that may result in serious harm to the Customer, the Supplier will notify the upplier that may result in serious harm to the Customer's personal Information have in accordance with the Act, any release of such Personal Information interest, unless subject to an experience of such Personal Information interest, and the supplier approach of the customer's subject to make enquiries. The upplier appears to display reference to such Cookies andro's smilar traction. Cookies where the Customer villises the Supplier's website to make enquiries. The upplier appears to display reference to such Cookies andro's smilar traction. Cookies where the Customer will see the Supplier's website to make enquiries. The upplier appears to display reference to such Customer. Such as pixels and web beacons (if applicable), such technology allow ee collection of Personal Information such as the Customer. If address, to be supplier when the Supplier sends an email to the Customer as a valiable to the Supplier when the Supplier sends an email to the Customer as the supplier when the Supplier sends an email to the Customer and the supplier applied to the Supplier super to the Supplier sends and explaint such as the Customer and
	arising from the error or omission.		sold notwithstanding that ownership of the Goods has not passed to the Customer.	ai S	nd later wishes to withdraw that consent, the Customer may manage and control th upplier's privacy controls via the Customer's web browser, including removin
	Change in Control Change in Control Change in Control Change of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address and contact change in the Customer's name, address and contact change of the Customer's ownership of the Customer's ownership of the Customer's ownership of the Customer's failure to comply with this clause.	11. 11.1	Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:	20.3 TI	ookies by deleting them from the proviser history when extaining the site. he Customer authorises the Supplier or the Supplier's agent to:) access, collect, retain and use any information about the Customer:
	in the Customer's details (including but not limited to, changes in the Customer's name, address and contact phone or fax number/s, change of trustees or business practice). The Customer shall be lightly fax number incurred by the Supplier as a result		and agrees that: (a) these terms and conditions constitute a security agreement for the purposes of the PPSA: and	,	 (i) including, name, address, D.O.B, occupation, driver's license details electronic contact (email, Facebook or Twitter details), medics insurance details or next of this and other contact information, whose
	of the Customer's failure to comply with this clause.		(a) these terms and conditions constitute a security agreement for the purposes of the PSA; and (b) a security interest is taken in all Goods that have proviously 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		applicable), previous credit applications, credit history or any overdu fines balance information, held by the Ministry of Justice for th
	On-Line Ordering The Customer acknowledges and agrees that: (a) the Supplier does not guarantee the website's performance: (b) display on the website does not guarantee the availability of any particular Goods'; therefore, all orders placed through the website shall be subject to confirmation of acceptance by the Supplier; (c) on-line ordering may be unavailable from time to time for regularly scheduled (d) there are inherent hazards in electronic distribution, and as such the Supplier cannot warrant against delays or errors in transmitting data between the Customer and the Supplier including orders, and voil agree that to the maximum extent permitted by law, the Supplier will not be liable for any losses which the Customer suffers say a result of orline-ordering not being available or for delays or errors in transmitting orders. And occleded a special control of the supplier including orders, and voice suffers and results of orline-ordering not being available or for delays or errors in transmitting orders. Sold scheduler suffers information technology or any other similar technology as disclosed by the Supplier and ord sisplayed, on the website. The encryption process ensures that the Customer's information cannot be read by or altered by outside influences.	11.2	the proceeds from such Goods as listed by the Supplier to the Customer in invoices rendered from time to time. The Customer undertakes to:	(h	purpose of assessing the Customer's creditworthiness; or (ii) for the purpose of marketing products and services to the Customer disclose information about the Customer, whether collected by the Supplie
	(b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to	11.2	invoices rendered from time to time. The Oustomer undertakes toxicents and/or provide any further information (such information to scomplete, accurate and up-to-date in all respects) which the Supplier may reasonably require to register a financing statement of inancing change statement on the Personal Property Securities Register; (b) indemnity, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement of financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby,	(-	from the Customer directly or obtained by the Supplier from any other source to any other credit provider or any credit reporting agency for the purposes of
	(c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades:		change statement or inflamous the Personal Property Securities Register; (b) indemnify, and upon demand reimburse, the Supplier for all expenses	20.4 W	by the Customer. There the Customer is an individual the authorities under clause 20.3 are authorities.
	(d) there are inherent hazards in electronic distribution, and as such the Supplier cannot warrant against delays or errors in transmitting data between the Cuestomer and the Supplier including orders and you garden that to the		incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby:	20.5	by the Customer. There the Customer is an individual the authorities under clause 20.3 are authoritie consents for the purposes of the Privacy Act 2020. The Customer shall have the right to request (by e-mail) from the Supplier, a copy of e Personal Information about the Customer retained by the Supplier and the right request that the Supplier correct any incorrect Personal Information about the Customer retained by the Supplier and the right request that the Supplier correct any incorrect Personal Information are considered to the Sustainer Supplier will destroy Personal Information upon the Customer's request the supplier will destroy Personal Information upon the Customer's request the Supplier will destroy Personal Information upon the Customer's request the supplier will destroy Personal Information upon the Customer's request the Supplier will be supplied to the Supplier
	maximum extent permitted by law, the Supplier will not be liable for any losses which the Customer suffers as a result of online-ordering not being available		(c) not register, or permit to be registered, a financing statement or a financing	20.6 to	request that the Supplier correct any incorrect Personal Information. he Supplier will destroy Personal Information upon the Customer's request (by e
	(e) when making a transaction through the website, the Customer's information will pass through a secure server using SSL (secure sockets layer) encryption		(d) immediately advise the Supplier of any material change in its business practices of selling the Goods which would result in a change in the nature of	Ņ	i tilis contract or is required to be maintained and/or stored in accordance with th
	technology or any other similar technology as disclosed by the Supplier and/or displayed on the website. The encryption process ensures that the Costave of the cost of the second by th	11.3	proceeds derived from such sales. Unless otherwise agreed to in writing by the Supplier, the Customer waives its right	20.7	W. Customer can make a privacy complaint by contacting the Supplier via e-ma he Supplier will respond to that complaint within seven (7) days of receipt and wike all reasonable steps to make a decision as to the complaint within wenty (20 gays of receipt of the complaint, in the event that the Customer is not astisfied will be resolution provided, the Customer can make a complaint to the Privac ommissioner at http://www.privacy.org.nz.
	(f) if the Customer is not the cardholder for any credit card being used to pay for	11.4	The Customer shall unconditionally ratify any actions taken by the Supplier under clauses 11.1 to 11.3.	di th	ays of receipt of the complaint. In the event that the Customer is not satisfied will be resolution provided, the Customer can make a complaint to the Privac
	the Goods, the Supplier shall be entitled to reasonably assume that the	11.5	Subject to any express provisions to the contrary (including those contained in this clause 11), oftning in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.		ommissioner at http://www.privacy.org.nz <u>.</u> ervice of Notices
	Customer has receive permission into the caracter of the transaction. The Supplier reserves the right to terminate the Customer's order if it learns that you have provided false or misleading information, interfered with other users or the administration of the Supplier's business, or violated these terms and conditions.	12. ₁	Security and Charge	21.1 Ā	ny written notice given under this Contract shall be deemed to have been given an
	Condit Cond Information		Security and Charle Boundary of the Supplier agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or severall in any land, really or other assets capable of being charged, owned by the Customer either now or in the future, and the Customer grants a security interest in all of its present and after-acquired property, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment any money). The registered pursant to s. 290 of the Land Transfer Act 2017. The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this dauge. Exercising the Supplier's rights under this dauge. Exercising the Supplier's rights under this dauge. The Customer's true and lawful attorney's to perform and each director of the Supplier as) (0	by handing the notice to the other party, in person; by leaving it at the address of the other party as stated in this Contract; by sending it by registered post to the address of the other party as stated in
	The Supplier will: (a) keep the Customer's personal details, including credit card details for only as long as is deemed necessary by the Supplier:		and the Customer grafts a Security interest in all of its present and after-acquired property, to secure the performance by the Customer of its obligations under these terms and conditions (including but not limited to the payment of any money). The	(d	this Contract; if sent by facsimile transmission to the fax number of the other party as state in this Contract (if any), on receipt of confirmation of the transmission:
	Credit Card mormation (1) Supplies the Customer's personal details, including credit card details for only as long as is deemed necessary by the Supplier (b) of disclose the Customer's credit card details to any third party; and (c) not unnecessarily disclose any of the Customer's personal information, except is accordance with the Privacy Act (dissez 9) or where required by	40.0	terms of the charge and security interest are the terms of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Act 2017.	21.2 A	if its Contract. If sent by facinite transmission to the fax number of the other party as state in this Contract (if any), on receipt of confirmation of the transmission; if sent by email to the other party as state on the contract (if any), on receipt of confirmation of the transmission; if sent by email to the other party as state or the contract of the contrac
2	The Customer expressly agrees that, if pursuant to this Contract, there are any unpaid charges or other amounts due and outstanding by the Customer, the Supplier is	12.2	disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this dause.	de	shown, at the time when by the ordinary course or post, the house would have been elivered.
	charges or other amounts due and outstanding by the Customer, the Supplier is entitled to immediately charge the Customer's nominated credit card for these amounts and its irroughbly authorised to complete any decumentation and take any	12.3	The Customer irreivocably appoints the Supplier and each director of the Supplier as the Customer's true and awful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer's behalf.	22. Ti 22.1 If	rusts the Customer at any time upon or subsequent to entering in to the Contract is acting the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether
	entitled to immediately charge the Customer's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Customer pursuant to the terms of this Contract.			oi S	rusts the Customer at any time upon or subsequent to entering in to the Contract is actin the capacity of trustee of any trust or as an agent for a Trust ("Trust") then whether not the Supplier may have notice of the Trust, the Customer covenants with th upplier as follows:
1	Drive and Decement	13. 13.1	Defects and Returns The Customer shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify the Supplier of any alleged defect, shortage in quarfilly, danging or failure to comply with the description or golds. The Customer shollowing Delivery if the Customer believes the Goods are defective in any way, if the Customer fails to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Supplier has agreed in writing that the Customer is entitled to reject, the Supplier's lability is limited to either (at the Supplier's discretion) replacing the Goods of repairing the Goods. Oncode that the accepted for return other than in accordance with 13.1 above, and provided that	(a (b	subsequently may have against the Trust, the trustees and the trust fund:
	At the Supplier's sole discretion, the Price shall be either. (a) as indicated on any invoice provided by the Supplier to the Customer; or (b) the Price as at the date of Delivery of the Goods according to the Supplier's		in quantity, 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	,-	from the Trustees of the Trust as the case may be to enter into the Contral and the provisions of the Trust do not purport to exclude or take away the right
	current price list; or the Supplier's quoted Price (subject to clause 7.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.		Customer fails to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Supplier has agreed		The Customer will not release the right of indemnity or commit any breach or trust or be a party to any other action which might prejudice that right (
.2	current price list; or to support to clause 7.2) which will be valid for the period stated in the quotation or otherwise for a period of thinty (30) days. The Supplier reserves the might to change the Price: (a) If a variation to the Goods which are to supplied is requested; or if a variation to the Goods which are to supplied is requested; or the Supplier structure of the Services, the Goods cease to be available from the Supplier structure of the Services, the Goods cease to be available from the supplier structure of the Services of	13.2	in writing that the Customer's entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods or repairing the Goods. Good will not be accorded for return that they in accordance with 131 above, and	(0	indemnity; the Customer will not during the term of the Contract without consent in writing the Supplier will not upperpathly withhold consent) cause
	Supplier shird-party provider, then the Supplier reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both	13.2	(a) the Cupplier has agreed in writing to accept the return of the Coods; and		the Customer will not during the term of the Contract without consent in writin of the Supplier (the Supplier will not unreasonably withhold consent), cause permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Customer as trustee or
	(c) in the event of increases to the Supplier in the cost of labour or materials		Delivery date; and		(ii) any alteration to or variation of the terms of the Trust:
	(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 etc) which are beyond the		in a proper manner; and (d) the Goods are returned in the condition in which they were delivered and with		(iv) any resettlement of the trust fund or trust property.
3	Supplier's control. Variations will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Customer	13.3	all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances. If the Supplier accepts that the Customer is entitled to reject the Goods following their	23. G 23.1 A	ieneral ny dispute or difference arising as to the interpretation of these terms and condition r as to any matter arising herein, shall be submitted to, and settled by, mediatio
	Supplied is control. Variations will be charged for on the basis of the Supplier's quotation, and will be defailed in writing, and shown as variations on the supplier's invoice. The Customer shall be required to respond to any variation submitted by the Supplier within ten (10) working days. Fallure to do so will entitle the Supplier to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their	40.4	return pursuant to clause 13.2(b) the Supplier will reimburse the Customer's actual and reasonable costs of return Delivery.	bi gr	energia. In the condition of the condition of the condition of these terms and condition in a bit and in the condition in a bit and in the condition of the co
4	At the Cumplier's cole discretion a reasonable non-refundable deposit may be		subject to clause 15.1, non-scokins items or Goods made to the customer's specifications are not acceptable for credit or return.	to av	re dispute. The parties shall share equally the mediator's lees. Should mediator hat or resolve the dispute, the parties shall be free to pursue other dispute resolution venues.
5	at the Supplier's solve discletion, a reasonation interinductive begons may be required. Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the dates determined by the Supplier, which may be: a on Delivery of the Goods; b before Delivery of the Goods; by way of instalments/progress payments in accordance with the Supplier's payment schedule; by well of the Goods of the Supplier's payment schedule;	14. 14.1	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 diven by the manufacturer of the Goods.	23.2	he failure by either party to enforce any provision of these terms and conditions sha
	(a) on Delivery of the Goods; (b) before Delivery of the Goods;		by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.	si er	ubsequently enforce that provision. If any provision of these terms and conditional flee invalid, void, fliegal or unenforceable the validity existence, legally an inforceability of the remaining provisions shall not be affected, prejudiced of impaired from the conditional conditions and any Contract to which they apply shall be governed the laws of New Zealand and are subject to the jurisdiction of the Auckland Court.
	 by way of instalments/progress payments in accordance with the Supplier's payment schedule; for certain approved Customers, due twenty (20) days following the end of the 	14.2	quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded. The Supplier shall not be responsible for any loss or damage to	23.3 Ti	nese terms and conductors and any contract to which they apply shall be governe y the laws of New Zealand and are subject to the jurisdiction of the Auckland Cour I New Zealand.
	month in which a statement is posted to the Customer's address or address for notices:	15			New Zealand. ubject to the CGA, the liability of the Supplier and the Customer under this Contral all be limited to the Price. As Supplier may licence and/or assign all or any part of its rights and/or obligation
		15. 15.1	The Customer and the Supplier shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be		he Supplier may licence and/or assign all or any part of its rights and/or obligation described this Contract without the Customer's consent provided the assignment doe of cause detriment to the Customer.
6	(f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Supplier. Payment may be made by electronicon-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and the Sunnier.	16	applicable to the Goods/Services.	23.6 T	he Customer cannot licence or assign without the written approval of the Supplier new supplier he supplier he supplier he will be applied the supplier and lightly or politication under this Contract by so dolor.
7		16. 16.1	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 to the supply of Goods by the Supplier to the Customer The Supplier agrees to abide by the provisions of the Fair Trading Act 1986 ("FTA").	re th in	to dates detriment in the Customer. The Customer cannot licence or assign without the written approval of the Supplier. The Customer cannot licence or assign without the written approval of the Savines but shall not be relieved from any liability or obligation under fits Contract by so doing. Furthermore statement of the Customer agrees and understands that they have no authority to give an struction to any of the Supplier's sub-contractors without the authority of the supplier's sub-contractors.
	uwards any invoice that the Supplier determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer the Supplier may re- allocate any payments previously received and allocated in the absence of any	16.2	ים o not apply to the supply of Goods by the Supplier to the Customer. The Supplier agrees to abide by the provisions of the Fair Trading Act 1986 ("FTA").	23.8 S	uppiler. he Customer agrees that the Supplier may amend their general terms and condition or subsequent future Contracts with the Customer by disclosion such to the Custome
	The Supplier may in its discretion allocate any payment received from the Customer towards any invoice that the Supplier determines and may do so at the time of receipt or at any time alterwards. On any default by the Customer the Supplier may reallocate any payments previously received and allocated. In the absence of any payment allocation by the Supplier, payment will be deemed to be allocated in such instead to a supplier and the supplier and the supplier supplier supplier suppliers the supplier suppliers of the suppliers of any other contract for the supplier suppliers of the suppliers of any other contract for the sale of the amounts, at the same time and on the same basis as the Customer pays the Price and addition, the Customer must pay any the ray states and duties that may be applicable in addition, the Customer must pay the Price.	17. 17.1	Intellectual Property Where the Supplier has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Supplier. Under no circumstances finary such designs, drawings and documents be used without the express written approval of the Supplier. The Customer agrees that the Supplier may (at no cost) use for the purposes of marketing or entity into any competition, any documents, designs, drawings or Goods which the Supplier has created for the Customer.	in	writing. These changes shall be deemed to take effect from the date on which the ustomer accepts such changes, or otherwise at such time as the Customer makes the country of the changes of the country
8	The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Supplier nor to withhold	400 -	of the Supplier. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Supplier.	23.9 N	supposed the Suppose supposed the Supposed to
.9	payment of any invoice because part of that invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to the Sunnlier an amount equal to any GST the Sunnlier must	17.2	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 which the Supplier has created for the Customer.	th G	nei mober-du, industrial ectudir, nei nodu, summi realurat or globol particulini santo lu mplementation of regulation of mobilitation of the season seek being enforced per order lockdowns (Including, worldwide destination ports), etc., ("Force Majeure") of their event beyond the reasonable control of either party. This cause does not apply a failure by the Customer to make any payment due to the Supplier, following sessation of a Force Majeure.
	pay for any supply by the Supplier under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other	18. 18.1	Default and Consequences of Default	of to	ther event beyond the reasonable control of either party. This clause does not apply a failure by the Customer to make any payment due to the Supplier, following
	amounts, at the same time and on the same basis as the Customer pays the Price.	18.1	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	23 10 00	essation of a Force Majeure. oth parties warrant that they have the power to enter into this Contract and have