

# **CREDIT ACCOUNT APPLICATION**

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

DATE:	REF No	
CLIENT'S TRADE NAME:		
CLIENT'S FULL or LEGAL NAME:		
Phone:		
Mobile:		
Billing Address:		
Postcode:	Postcode:	
COMMERCIAL CLIENTS ONLY	Company Number:	
Requested Credit Limit:	Date Established:	
Contact 1:	Contact 2:	
Position:	Position:	
Phone:	Phone:	
DETAILS OF OWNER (If Sole Trader) PARTNERS (If Pa	artnership) OR DIRECTORS (If Company) OR TRUSTEES (If a Trust)	
Full Name:	Full Name:	
Home Address:	Home Address:	
Postcode:	Postcode:	
ID: Date of Birth: (Driver's Licence, Passport, etc.)	ID: Date of Birth: (Driver's Licence, Passport, etc.)	
Home Phone:	Home Phone:	
TRADE REFERENCES		
Business Name 1:	Address or A/C No:	
Phone:	Fax:	
Business Name 2:	Address or A/C No:	
Phone:	Fax:	
Business Name 3:	Address or A/C No:	
Phone:	Fax:	

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Fast Lane Spares Ltd 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. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.

SIGNED (CLIENT):	SIGNED (AGENT):	
Name:	Name:	
Position:	Position:	
WITNESS TO CLIENT'S SIGNATURE:		
Signed:	Name:	Date

## Fast Lane Spares Ltd – Terms & Conditions of Trade

- Definitions 1. 1.1
- 1.2
- 1.3
- Definitions "Seller" means Fast Lane Spares Ltd, its successors and assigns or any person acting on behalf of and with the authority of Fast Lane Spares Ltd. "Cilent" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Cilent is a reference to each Cilent jointly and severally. "Goods" means all Goods (including, but not limited to machinery, accessories, and parts) or Services supplied by the Seller to the Cilent at the Cilent's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other). "Price" means the Price payable (bulk any Goods and Services Tac (SG1) where applicable) for the Goods as agreed between the Seller and the Cilent in accordance with clause 5 helmw 14

- Acceptance 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 2. 2.1
- 2.2
- 2.3
- severally, by these terms and conditions if the Client places an order for or accepts uservery of the Goods. These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Selier. The Client actionwoledges and accepts that the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, the prior confirmation and agreement of both parties. In the event that the Goods and/or Services provided by the Selier are the subject of an insurance claim that the Client has made, then the Client shall be responsible for the payment of any monies payable to the insurance claims successful. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complet with section 22 of the Electronic Transactions Act 2002 or any other applicable provisions Act or any Regulations referred to in that Act. 2.4
- 2.5

### Authorised Representatives

- 3. 3.1 Authorised Representatives Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to the Seller 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 Seller in writing that said person is no longer the Client's duly authorised representative). In the event that the Client's duly authorised representative as per clause 3.1 is to have only advise the Seller in writing of the parameters of the limited authority granted to ther representative.
- 3.2
- representative. The Client specifically acknowledges and accepts that they will be solely liable to the Selle for all additional costs incurred by the Seller (including the Seller's profit margin) in providing any Goods, Services or variation/s requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)). 3.3

Change in Control The Client shall give the Seller not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details the Client's name address, contact phone or fax including but not limited to onlicit and or me officing that of any ouns officing in the original determined of number/s, or business practice). The Client shall be liable for any loss incurred by the Seller as a result of the Client's failure to comply with this clause.

### Price and Payment

- At (a (b
- ice and Payment the Seller's sole discretion the Price shall be either: ) as indicated on any invoice provided by the Seller to the Client; or ) the Price as at the date of delivery of the Goods according to the Seller's current price
- list, or the Seller's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. Seller reserves the right to change the Price: if a variation to the Goods which are to be supplied is requested; or (c) 5.2
  - The (a) (b)
  - if a variation to the Services originally scheduled (including any applicable plans or
  - If a valuation to the benness of status of status of the s (c) Services; or Services; or in the event of increases to the Seller in the cost of labour or materials which are beyond the Seller's control (d)
- 53

# (d) in the event of increases to the Seller in the cost of labour or materials which are beyond the Seller's control. Variations will be charged for on the basis of The Seller's guotation, and will be detailed in writing, and shown as variations on the Seller's invoice. The Buyer shall be required to respond to any variation submitted by the Seller within ten (10) working days. Failure to do so will entitle the Seller to add the cost of the variation to the Proc. Payment for all variations must be made in full at the time of their completion. At the Seller is add the time of their completion. Time for payment for the Goods being of the essence, the Price will be payable by the Client on the dates Seleminical by the Seller, which may be: (a) on delivery of the Coods. (b) before ellering of the Coods. 5.4 5.5

- 5.6
- 5.7
- (a) an delivery of the Goods;
  (b) before delivery of the Goods;
  (c) by way of instalment/sprogress payments in accordance with the Seller's payment schedule;
  (d) 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;
  (e) the date specified on any invoice or other form as being the date for payment; or
  (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice or ther form as being the date for payment; or
  (f) 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 Seller.
  Payment may be made by cash, cheque, bank cheque, electronicon-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Client shall not be entitled to set off against; or deduct from the Price, any sums owed or daimed to be owed to the Client by the Seller nor to withhold 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 Client must pay to the Seller and must be applicable in addition, the Client must pay as the price. In addition, the Client must pay for the same time and on the same basis as the Client pay GST, without deduction or be three except where they are expressly included in the Price. 5.8

### **6**.

- Delivery of Goods Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Client or the Client's nominated carrier takes possession of the Goods at the Seller's
- dources: or (b) the Selier (or the Selier's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address. At the Selier's solid excretion, the cost of delivery is either included in the Price or is in addition to the Price. 62
- 6.3
- addition to the Price. The Seler 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. Any time specified by the Seler for delivery of the Goods is an estimate only and the Seler will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, to thip prices agree that they shall make every nedeworu to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that the Seller is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then the Seller shall be entitled to charge a reasonable fee for redelivery and/or storace. 6.4
- 7. 7.1
- Risk Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client m insure the Goods on or before Delivery.
- This of darloget to in USs of the Social passes to the Client of Denivery and the Client must insure the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person deling with the Seller to make further enquiries. 72
- If the Client requests the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Client's 7.3 sole In th 7.4
- sole rsk. In the event the Client requests the Seller to work on a machine, and leaves the machine and/or the keys at the Seller's premises whilst the site is unattended, then the Seller shall not be responsible for the security of the machine or the keys, and shall not be held liable for any lead demance a certar bemachine controls. 75
- loss, damages or costs howsoever resulting. The Client acknowledges and agree that where the Seller has performed temporary repairs on the Goods that
- an ex The Clier by 7.6
- The Goods that even shit agree that where the denix tas performed minupally repairs (a) the Selier offers no quarantee against the reocurrence of the initial fault, or any further (b) the Selier valit immediately advise the Client of the fault and shall provide the Client with an estimate for the full repair of the Goods. The Client advonwedges that the Selier is only responsible for parts/Goods that are replaced by the Selier, and that in the event that other components subsequently fail, the Client the Components, or any part thereof howscover arising. The Selier shall not be liable for the loss of or damage to the Client's Goods, its accessories or contents while being repaired or operated in connection with the authorised Services (including in the event of a call-built is thall be the Client's responsibility to remain with the vehicle to ensure security of the same), unless caused by the negligence of the Seller, or the Seller's amplyces. 77
- Seller's employees. It is the Client's responsibility to ensure that the Client's Goods is insured against all possible damage (including, but not limited to, the perils of accident, fire, theft and burglary and all 7.8

- er usual risks) whilst stored at the Seller's premises. The Goods is at all times stored and aired at the Client's sole risk. Client acknowledges that it is their sole responsibility to ensure the machinery is insured
- 7.10
- The Client acknowledges that: The Client acknowledges that: the seller stall not be liable for the loss of or damage to the machinery, its accessories or the Seller stall not be liable for the loss of or damage to the machinery, its accessories or contents while garaged or being driven in connection with the work authorised unless caused by the negligence of the Seller or Seller's employees. The Client accepts that any certification required from third parties for Goods manufactured or modified by the Seller is the responsibility and sole cost of the Client. If the Seller has been requested by the Client to diagnose a fault that requires disassembly and/or testing, all costs involved will be charged to the Client treespective of whether or not the Client accepts that agrees that the Seller shall be entitled to: (a) retain any components replaced during the provision of the Services; and (b) the night to retain all proceeds obtained from the sale of such components to any auto recycler or salvage yard. 7.12
- 7.13

Testing of Machinery The Seller or its employees may test drive or carry out tests on the machinery at the Seller's discretion and the Seller will not be liable for (and the Client indemnifies the Seller against) any damages caused to, or by the machinery during such tests unless it arises from the recklessness or wild milliconduct of the Seller or its employees.

### Specifications The Client acknowledges that:

- Client acknowledges that: all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in the Seller's or the manufacturer's fact sheets, proce 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 Seller; while the Seller may have provided information or figures to the Client segrent these in good faith, and are estimates based industry prescribed estimates under optimal oneration conditions. 17. 17.1 17.2
- (b) erating conditions

### **10.** 10.1

- 10.2
- Title The Seller and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid the Seller all amounts owing to the Seller, and (b) the Client has met all of its other obligations to the Seller. Receipt by the Seller 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 until ownership of the Goods passes to the Client in accordance with clause 10.1. 10.3
  - use 10.1: the Client is only a bailee of the Goods and must return the Goods to the Seller on
  - (b) 18.3
  - request. the Client holds the benefit of the Client's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed. 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 sell, dispose or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller on demand
  - demand, 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 Seller and must sell, dispose of or return the resulting product to the Seller (d)
  - as its ordined. as its ordined, the transformation of the selection of the contract of the selection of the sel (e) (f)
  - the Client shall not charge or grant an encumbrance over the Goods nor grant no otherwise give away any interest in the Goods while they remain the property of the (g)
  - (h)
  - the Seller may commence proceedings to recover the Price of the Goods sold 19. notwithstanding that ownership of the Goods has not passed to the Client. 19.1

# Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Client acknowledges and agrees

- t: these terms and conditions constitute a security agreement for the purposes of the PPSA; and a security interest is taken in all Goods and/or collateral (account) being a monetary (a) (b)
- 11.2
- a security interest is taken in all Goods and/or collateral (account) being a monetary obligation of the Client to the Saller for Services that have previously been supplied and that will be supplied in the future by the Seller to the Client. Client undertakes bio: sign any further documents and/or provide any further information (such information to be complete, accurate and up-loadie in all respects) which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Broards' Gourgitte Peoritor.
  - require to register a financing statement or inancing criangle statement on use resonan Property Securities Register: indemnity, and upon demand reimburse, the Seller 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, not register, or permit to be registered, a financing statement or a financing change statement in realion to the Goods and/or collateral (account) in favour of a brind party without the prior written consent of the Seller, and immediately advise the Seller 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. **20.** 20.1 (c)
  - (d)
- sales. Seller and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA Il apply to these terms and conditions. 11.3 The 11.4
- shal apply to these terms and conditions. The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 121 and 122 of the PPSA. Unless otherwise agreed to in writing by the Seller, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA. The Client shall unconditionally ratify any actions taken by the Seller under clauses 11.1 to 11.5. 11.5
- 20.3 11.6

### **12.** 12.1

- Security and Charge 21. In consideration of the Seller agreeing to supply the Goods, the Client charges all of its 21. The Client driverset (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 the Sollgations under these terms and conditions (including, but not limited to, the payment of any money). The Client indexing legal costs on a solicitor and own client basis incurred in exercising the Seller's The Client intervocably appoints the Seller and each director of the Seller as the Client's true and lawful attorney's to perform all necessary acts to give effect to the provisors of this clause 12 including, but not limited to, signing any document on the Client feedbalf. 21.1
- 12.2

### **13.** 13.1

Client's Disclaimer The Client hereby disclaims any right to rescind, or cancel any contract with the Seller or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Seller and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.

### Defects and Returns The Client shall inspe-

Defects and Returns The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Seller of any alleged defect, shortage in quantity, damage of aliute to comply with the description or quote. The Client shall afford the Seller 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 afford with these provisions the Goods are defective in any way. If the Client shall afford the Seller's the Seller's all the Seller has agreed in writing that the Client is entitled to reject. The Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods. 22.2 23. 23.1

- 14.2 Goods will not be accepted for return other than in accordance with 14.1 above, and provided
  - the Seller has agreed in writing to accept the return of the Goods; and the Goods are returned at the Client's cost within seven (7) days of the delivery date; (a) (b) and (c) the Seller will not be liable for Goods which have not been stored or used in a proper
  - manner; and the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is 23.4 reasonably possible in the circumstances.
- reasonauty possible in the circumstances. The Seller may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of ten percent (10%) of the value of the returned Goods plus any freight. Subject to clause 14.1, non-stocklist items or Goods made to the Client's specifications are not acceptable for credit or return.

- Warranty

   Subject to the conditions of warranty set out in clause 15.1 the Seller warrants that if any defect in any workmanship of the Seller becomes apparent and is reported to the Seller will either (at the Seller solid discretion) replace or remedy the workmanship. The conditions applicable to the warranty given by day the workmanship.

   The conditions applicable to the warranty discretion of polace or remedy day the workmanship.

   (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

   (b) failure on the part of the Client to properly maintain any Goods; or

   (c) failure on the part of the Client to follow any instructions or guidelines provided by the Seller; or
  23.6
  - 23.7
- Please note that a larger print version of these terms and conditions is available from the Seller on request.

(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 ware and tear, any accident or act of God. the warranty shall cease and the Seller shall thereafter in no circumstances be liable without the Seller's consent. in respect of all claims the Seller 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 daim.

ceiary in either replacing or remeaying the workmanning or in properly assess Client's dair manufactured by the Seller, the warranty shall be the current v provided by the manufacture of the Goods. The Seller shall not be bound by responsible for any term, condition, representation or warranty other than that which by the manufacture of the Goods.

by the manufacturer of the Goods. In the case of second hand Goods, the Client acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by the Seller as to the quality or suitability for any purpose and any impled warranty, sfatutory or otherwise, is expressly excluded. The Seller shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arraing.

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 Seller to the Client.

Intelectual Property Where the Seller 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 Seller. Under no circumstances may such designs, greadings and documents be used without the express written approval of the Seller. The Client variants that all designs, specifications or instructions given to the Seller will not cause the Seller to infringe any patent, registered design or tradmark in the execution of the Client's order and the Client agrees to indemnify the Seller against any action taken by a third aptry against the Seller in respect of any such infringement. The Client agrees that the Seller may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Seller has created for the Client.

Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at the Seller's sole discretion such interest shall compound monthly at such a rate) after as

at the selief's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes the Selier any money the Client shall indemnify the Selier from and against all costs and disbursements incurred by the Selier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Self's collection gency costs, and besit to Selier the solicitor and own client basis, the solicitor and provide the Selier, and the transaction in a solicitor and own client basis, the has made payment to the Selier, and the transaction is subsequently reversed, the Client has made payment to the Selier, and the transaction in a subsequently inverses the incurred by the Selier under this clause 19 where it can be proven that such reversal is found to be illead i fraudient or in contravention to the Client's obligations under this acreated.

incurred by the Seller under this clause 18 where it can be proven that such reversal is found to be illegal, reducting or in contravention to the Claint's obligations under this agreement. Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Claint which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable if: (a) any money payable to the Seller becomes overdue, or in the Seller's ophion the Client will be unable to make a payment when it fails due; (b) the Client becomes insolution cancel and any applicable credit imit provided by the Seller; (c) the Client becomes insoluted, convense 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

creditors; or (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

Cancellation Without prejudice to any other remedies the Seller 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 Seller may suspend or terminate the supply of Goods to the Client. The Seller will not be liable to the Client for any loss or damage the Client suffers because the Seller has exercised its rights under this clause. The Seller 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 Seller shall repay to the Client any money paid by the Client for the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

tor the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation. Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Seller as a direct result of the cancellation (including, but not limited to, any loss of profils). Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

Privacy Act 1993 The Client submisses the Seller or the Seller's agent to: (a) access, colled, retain and use any information about the Client: (i) (including any overlue) firse balance information held by the Ministry of Justice) for the purpose of maximum first balance information held by the Ministry of Justice) for (ii) for the purpose of maximum first and services to the Client. (b) disclose information about the Client, whether collected by the Seller from the Client directly or obtained by the Seller 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 20.1 are authorities or consents for the purpose of the Privacy Act 1993. The Client shall have the right to request the Seller for a coyr of the information about the Client retained by the Seller and the right to request the Seller to correct any incorrect information about the Client held by the Seller.

Unpaid Seller's Rights Where the Client has left any item with the Seller for repair, modification, exchange or for the Seller to perform any other service in relation to the item and the Seller has not received or been tendered the whole of any mones owing to it by the Client, the Seller shall have, until all mories owing to the Seller are paid: (e) a lien on the item; and (b) the right or tertain 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 Seller shall continue despite the commencement of proceedings, or judgment for any monies owing to the Seller having been obtained against the Client.

Any written notices when under this contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this contract; (c) by sending it by registered post to the address of the other party as stated in this contract;

(c) by serial if by registered post to the address of the other party as stated in this contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (far), on receipt of continnation of the transmission; (e) if sent by email to the other party is lask known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

delivered. General The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, ron shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, vioid, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provision shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisoticion of the courts of New Zealand. The Seller shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (induring loss of profit) suffreed by the Client exist, Neither party to this contract may assign this contract, any payment or any other right, benefit or interest under this contract whould the vitthen consent of the other party (which shall not be unreasonably withheld). The Seller may elect to subcontract out any part of the Services us shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of the Seller's sub-contractors without the authority of the Seller. The Client agrees shall be deemed to take effect from the date on which the Client in writing. These changes, shall be deemed to take effect from the date on which the Client in writing. These changes, shall be deemed to take affect from the date on which the Client in writing. These changes, shall be deemed to take effect from the date on which the Client in writing. These changes, shall be deemed to take effect from the date on which the Client in writing. These changes, shall be deemed to take effect from the date on which the Client in writing. These changes is shall be deemed to take effect from the date on which the Client in writing. These changes

party. Both parties warrant that they have the power to enter into this agreement and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this agreement creates binding and valid legal obligations on them.

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(b)

Consumer Guarantees Act 1993 If the Client is acquiring Goods

15.3

**16.** 16.1

17.3

**18.** 18.1

18.2

18.4

19.3

19.4

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**22.** 22.1

23.2

23.3

23.5

creditors; or

Cancellation

Privacy Act 1993 The Client authoris (a) access, collect

Service of Notices