

Escudo Coatings Limited

15 Bombay Street, Central Dunedin, DUNEDIN 9016 Phone: (03) 477 6386

Email: coatings@escudo.nz Web: www.escudo.nz

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached. Client Details: o Individual o Sole Trader o Trust o Partnership o Company Full or Legal Name: Trading Name: (If different from above) **Physical Address:** Postcode: Billing Address: Postcode: **Email Address:** Phone No: Fax No: Mobile No: Personal Details: (please complete if you are an Individual) Driver's Licence No: Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified) Company Number: Date Incorp. (current owners): Nature of Business: GST No: (if applicable) Paid Up Capital: \$ Estimated Monthly Purchases: \$ Credit Limit Required: \$ Principal Place of Business is: • Rented • Owned • Mortgaged (to whom): Directors / Owners / Trustee (if more than two, please attach a separate sheet) D.O.B. (1) Full Name: Private Address: Postcode: Driver's Licence No: Phone No: Mobile No: (2) Full Name: D.O.B. Private Address: Postcode: Driver's Licence No: Phone No: Mobile No: Account Terms: • 7 Days following invoice o 20 Days from EOM o COD Other: Purchase Order Required? **o** NO Accounts to be emailed? o YES o YES **o** NO Accounts Email Address: Phone No: Accounts Contact: Bank and Branch: Account No: Trade References: (please provide companies that are willing to do trade references) Name: Address: Phone / Fax / Email: 2. 3. I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Escudo Coatings 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. ______ Position: ___ Position: ___ ____ Date: ___

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			1 1

Escudo Coatings Limited

15 Bombay Street, Central Dunedin, DUNEDIN 9016

Phone: (03) 477 6386

Personal/Directors Guarantee and Indemnity

Email: coatings@escudo.nz Web: www.escudo.nz

IN CONSIDERATION of Escudo Coatings Limited and its successors and assigns ("the Seller") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply incidental items and/or services to

("the Client") [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 Seller of all monies which are now owing to the Seller by the Client and all further sums of money from time to time owing to the Seller by the Client in respect of incidental items and services supplied or to be supplied by the Seller to the Client or any other liability of the Client to the Seller, and the due observance and performance by the Client of all its obligations contained or implied in any contract or agreement with the Seller, including but not limited to the Terms & Conditions of Trade signed by the Client and annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to the Seller, the Guarantor will immediately on demand pay the relevant amount to the Seller. In consideration of the Seller agreeing to supply the incidental items and/or services to the Client, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of services to the Cilent, the Guarantor charges and its right, title and interest goint or several) in any land, reality 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 Seller 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 Seller and each director of the Seller 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 health which the Seller all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Seller may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities (a) Register;
 - register any other document required to be registered by the PPSA or any other law; or
- (c) correct a defect in a statement referred to in clause 1(a) or 1(b).

 HOLD HARMLESS AND INDEMNIFY the Seller 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 Seller in connection
 - the supply of incidental items and/or services to the Client; or
 - the recovery of monies owing to the Seller by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to the Seller's nominees' costs of collection and legal costs; or
 - monies paid by the Seller with the Client's consent in settlement of a dispute that arises or results from a dispute between, the Seller,

- the Client, and a third party or any combination thereof, over the supply of incidental items and/or services by the Seller to the Client.

 I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

 I/We have received, read, and understood the Seller'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 Seller by the Client and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on the Seller's part (whether in respect of the Client 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 Client's obligations to the Seller, each Guarantor shall be a principal debtor and liable to the Seller 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 incidental items and/or services; the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Client; 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 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 Client to the Seller.

 I/we irrevocably authorise the Seller to obtain from any person or company any information which the Seller may require for credit reference purposes. I/We further irrevocably authorise the Seller 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 Seller as a result of this Guarantee and Indemnity being actioned by the Seller.
- The above information is to be used by the Seller for all purposes in connection with the Seller considering this Guarantee and Indemnity and the subsequent enforcement of the same.

For and on behalf of the Client I/We confirm I/We have read, understood, and accept the terms of this Guarantee and Indemnity, and I/We agree to be bound by this Guarantee and Indemnity.

GUARANTOR-1 SIGNED:	GUARANTOR-2 SIGNED:		
FULL NAME:	FULL NAME:		
HOME ADDRESS:	HOME ADDRESS:		
DATE OF BIRTH:	DATE OF BIRTH:		
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:		
NAME OF WITNESS:	NAME OF WITNESS:		
OCCUPATION:	OCCUPATION:		
PRESENT ADDRESS:	PRESENT ADDRESS:		
EXECUTED as a Deed this day of 20	EXECUTED as a Deed this day of 20		

- Note: 1. If the Client is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.
 - 2. If the Client is a limited partnership, the Guarantor(s) must be the general partners
 - 3. If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 - 4. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

Escudo Coatings Limited - Terms & Conditions of Trade

- Definitions

 "Client" means the person/s, entitles or any person acting on behalf of and with the authority of the Client requesting the Selier to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation, and:

 (a) If there is more than one Client, is a reference to each Client, jointly and severally; and (b) If the Client is a partnership, it shall bind each partner jointly and severally; and (c) If the Client is a part of a Trust, shall be bound in their capacity as a trustee: and (d) includes the Client's executors, administrators, successors and permitted assigns.

 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- order, invoice or other document or amendments expressed to be supplemental to this Contract.

 "Cookles" 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 dient and website and can be accessed either by the web server or the client's computer. If the and website and can be accessed either by the web server or the client's computer. If the sale that the contract is considered to the client's consider stress the stress of the client's consider is the sale that the cookles first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.

 "Incidental Items" means any goods, documents, designs, drawings, or materials supplied, consumed, created or deposited incidentally by the Selfer in the course of it conducting, or supplying to the Client, any Services.

 "Price" means the Price payalte upon Goods and Services Tax ("GST") where "Price" means the Price payalte says as agreed to be ween the Selfer and the Client in accordance with clause to if this Contract. "Selfer" means Escudo Coalins par limited, its successors and assigns.

- clause 5 of this Contract. "Seller" means Escudo Coatings Limited, its successors and assigns. "Services" means all Services supplied by the Seller to the Client at the Client's request from

Acceptance

- ceptance parties acknowledge and agree that:
 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 Client places an order for, or accepts
 Services provided by the Seller.
 the event of any inconsistency between the terms and conditions of this Contract and any
 ser prior document or schedule that the parties have entered into, the terms of this Contract
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- 2.4
- 2.5
- of the prior document or schedule that the parties have entered into, the terms of this Contract at any other prior document or schedule that the parties have entered into, the terms of this Contract at 8.1 and the parties of the consent of both parties.

 8.1 and a partie of the consent of both parties.

 8.2 the consent of the parties.

 8.3 the Client acknowledges that the supply of Services on credit shall not take effect until the Client has completed a credit application with the Seler and it has been approved with a credit limit established for the account.

 8.4 the contract of t
- 2.7

- Errors and Omissions
 The Client acromotedges and accepts that the Seller shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 (a) resulting from an inadvertent mistate made by the Seller in the formation and/or administration of this Contract and/or (so contained informative from any liferature (hard copy and/or electronic) supplied by the Seller in respect of the Services. In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful missconduct of the Seller; the Client:
 (a) shall not be entifled to be at this Contract as regulated nor render it invalid; but
 (b) shall not be responsible for any additional costs incurred by the Seller arising from the error or omission.

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
(including but not limited to, changes in the Client's name, address, contact phone or fax
numberly. Change of trustees, or business practice). The Client's halb le 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 the Seller's sole discretion, the Price shall be either:
 (a) as indicated on any invoice provided by the Seller to the Client; or
 (b) the Seller's quoted Price (subject to clause 5.2) which will be valid for the period stated in
 the quotalion or otherwise for a period of thirty (30) days.
 The Seller reserves the right to change the Price:
 (a) If a variation to the Services originally scheduled (including, but not limited to, any variation
 to the quantity of items to be galvanised, change to colour selection, or the suitability of the
 tiems; or
- (a) as a result of any increase to the Seller in the cost of materials and labour, which are beyond the Seller's control. Variations will be charged for on the basis of the Seller's quotation, and will be detailed in writing and shown as variations on the Seller's invoice. The Client 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 Price Pyment for all variations must be made in full at the time of their competion. Time for payment for all variations must be made in full at the time of their competion. Time for payment for the Services being of the essence, the Price will be payable by the Client on the date's determined by the Seller, which may be:

 (a) on delivery of the Services.
 (b) by way of instalments/progress payments in accordance with the Seller's payment Scheduler.
- - schedule:
 (c) payment for approved Clients shall be due twenty (20) days following the end of the month 10.4 in which a statement is posted to the Client's address or address for notices:
 (d) the date specified on any involce or other form as being the date for payment: or 10.5 invoice given to the Client by the Seller, and the Client's date which is seven (7) days following the date of any 10.6 invoice given to the Client by the Seller.
- (e) falling any notice to the contrary, the date which is seven (7) days following the date of any 10.6 invoice given to the Client by the Seller.

 Payment may be made by cash, electroniclor-line banking, or by any other method as agreed to between the Client and the Seller.

 The Seller may in its discretion allocate any payment received from the Client towards any 11, invoice that the Seller determines and may do so at the time of receipt or at any time alterwards. 11.1 The Client shall not be entitled to sell off against, or deduct from the Price, any sums owed or claimed to be owned to the Client by the Seller not outthfold payment of any timote because part of the seller and the seller investigates the dispute claim, no credit shall be passed for refund until the review is completed. Failure to make applient the seller placing the Client second into debut and 11,2 subject to default interest in accordance with clause 15.1. Unless otherwise stated the Price does not include GSI. In addition to the Price, the Client must pay to the Seller and amount equal to any GST the Seller must pay for any supply by the Seller under this or any other agreement any reset of providing the Seller's Selvices. The Client must pay to the Seller and the seller in addition, the Client must pay any other taxes and daties that may be applicable in addition to the Price except where they are expressly included in the Price.

Provision of the Services

- 5.3
- 5.5
- Provision of the Services
 At the Seller's sole discretion delivery of the Services shall take place when:
 (a) the Services are supplied to the Client at the Seller's address; or
 (b) the Services are supplied to the Client at the Client's nominated address.
 Delivery of the Services to a third garly nominated by the Client is deemed to be delivery to the
 Client for the purposes of this Contract.

 Subject to clause 6.5 it is the Seller's responsibility to ensure that the Services start as soon as
 its reasonably practicable.

 The Services' commencement date will be extended, and the completion date extended by 13,
 whatever time is reasonable in the event that the Seller claims an extension of time (by giving 13.1
 the Client written notice) where completion is delayed by an event beyond the Seller's control.

 The Seller may deliver the Services by separate instalments. Each separate instalment shall be involced and pald for in accordance with the provisions in these terms and conditions.

 13.2

 Will not be label for any loss or damage locitaries by the Client as a restrict of delivery before the Services was avairaged between both parties of the development faller. However, both practice space that they shall make every endeavour to enable the Services to be 14.1 supplied at the time and place as was arranged between both parties. In the event that Seller's unable to supply the Services as agreed solely due to any action or inaction of the Client than the Seller's shall be entitled to charge a reasonable fee for re-supplying the Services at a later time and date.

- ective of whether the Seller retains ownership of any Incidental Items all risk for such items especiative of whicher due states retain branch some any of any indominations and should associated by a southern some and and shall ereal with 14.3. Client until such time as the Selfer may repossess the inoderstal items. The Client must are all indicated littems on or before delivery.

 Selfer reserves lis right to seek compensation or damages for any damage, destruction or 15. Suffered in client little and the selfer shall be selfer as a result of the Client's failure to insure in 15.1.
- loss suffered in relation to the incidental items as a result of the Client's failure to insure in accordance with dause 7.1. The Client warrants that the surface in or upon which the Services are to be applied to is free from any contaminants and will sustain the application and Services incidental thereto. The Seller shall not be liable for any claims, demands, losses, damages, costs, and expenses howseever caused or arising in connection with existing contaminants that cause any failure or defects in the Services.

 The Seller shall not be held liable for:

- an existing coating where the Seller's paint/powder coating has bonded to the existing coating and weakened, effected, or changes the previous coating causing any kind of flake

- (a) an existing coaling where the Seller's paintiflyowder coating has bonded to the existing coaling and weakened, effected, or changes the previous coaling causing any kind of flake, crack, blemish or surface defect;
 (b) the quality of the Services if the Client does not follow the Seller's recommendations as to the preparation and/or number of coats of paintipowder coaling required to obtain the final links in the Client chooses to accept a reduced Price based on inadequate preparation and/or number of coats of paintipowder coalings.
 (c) any items subject to the coaling process with uncovers faults and imperfections in the raw materials' after processing is complete which is beyond the Seller's control where the following raw materials' are supplied.
 (d) any analysis of the coaling process with uncovers faults and imperfections in the raw materials' after processing is complete which is beyond the Seller's control where the following raw materials' are supplied.
 (d) coats is the coaling process of the coaling the coaling process and/or during the Coaling process and/or during the preparation and coaling process; and
 (d) drilling of hole(s) for the purpose of hanging liten(s) for powder coaling unless the Client specifics specifically where the Seller cannot dill hole(s) for this purpose. The Seller reserves the right to drill hole(s) for the purpose of powder coaling but shall at all times, act in the best interest of the Client to ensure such drilling of holes shall not affect the appearance on the end product.
 (a) exhibit variations in studie, clour, lexture, surface, and finish, and may fade or change or coaling the coaling process and in the coaling process of the purpose of hanging the process of the purpose of hanging the coaling the shall all times, act in the best inferest of the Client to ensure such drilling of holes shall not affect the appearance on the end product.
 (a) exhibit variations in stu

- order to minimos such variations our state in our sauter in any way measured in ment sauter in variations occur and (b) mark or stain if exposed to certain substances and (c) be damaged or distigured by impact or straightness of the compact of such and the control of the compact of straightness that all continues of the control of the

Compliance with Laws
The Client and the Seller shall comply with the provisions of all statutes, regulations and bylaws
of government, local and other public authorities that may be applicable to the Services,
including any WorkSafe health and safety laws relating or any other relevant safety standards
or legislation perfaming to the Services.

- Title
 The Seller and the Client agree that where it is intended that the ownership of incidental items is to pass to the Client that such ownership shall not pass until:

 (a) the Client has paid the Seller all amounts owing for the Services and (b) the Client has met at other orbigations due by the Client to the Seller in respect of all Contracts between the Seller and the Client.

 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, desered or recognised and until then the Seller's this further agreed that:

 (a) the Client is only a balie of the incidental Items and must return the incidental Items to the Seller immediately woon receipts by the Seller:

- (a) the Clien'is only a baliee of the Incidental Items and must return the Incidental Items to the Seller immediately upon request by the Seller:
 (b) the Client holds the benefit of the Client's insurance of the Incidental Items on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Incidental Items being lost, damaged or destroyed:
 (c) the Client must not sell, dispose or or benevies part with possession of the Incidental Items. If the Client sells, disposes or part swith prossession of the Incidental Items. If the Client sells, disposes or part swith prossession of the Incidental Items. If the Client sells, disposes or part swith prossession of the Incidental Items.
 (d) the Client should not convex or part swith prossession of the Incidental Items are produced to the Incidental Items or the Items of Items or Items or Items or Items of Items or Items or
- Seller so directs; the Client shall not charge or grant an encumbrance over the Incidental Items nor grant nor otherwise give away any interest in the Incidental Items while they remain the property of the Seller; and
- (f) the Client Irrevocably authorises the Seller to enter any premises where the Seller believes the Incidental Items are kept and recover possession of the Incidental Items.

- (f) the Client irrevocably authorises the Seller to enter any premises where the Seller believes the Indicated Illems are kept and recover possession of the Indicated Illems.

 17.4

 Personal Property Securities Act 1999 (*PPSA*)

 In this clause financing statement, financing change statement, security agreement, and 17.5 security interest his she meaning year to 11 by the PISA the Client acknowledges and agrees that these lerms and conditions consiliute a security agreement for the purposes of the PPSA 17.6 and creates a security interest in:

 (a) all incidental Items that with be supplied in the future by the Seller to the Client:

 (b) all incidental Items that with be supplied in the future by the Seller to the Client in invoices rendered from time to time. As sufficient of the control of

- the provisions of the PPSA

- The provisions or the Prison.

 Security and Change
 In consideration of this Seller agreeing to supply Services, the Client charges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Client either now or in the future, and the Client grants a security interest in all of its present and after acquired property, to secure the performance by the Client is obligations under these terms and conditions, functuding, but not limited to, the payment of any money.) The terms of the charge and security interest are the terms of Memorandium 2018/4344 registered pursuant to s.209 of the Land Transfer Act 2017.

 The Client indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs of a solicitor and own client basis incurred in exercising the Seller's rights under this clause.

 The Client irrevocably appoints the Seller and each director of the Seller as the Client's true and anythin activities. The Client indemnifies the seller and each director of the Seller as the Client's true and fault attempts, to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Client's behalf.

nt shall inspect the Services on delivery and shall within seven (7) days of delivery

- The Client shall inspect the Services on delivery and shall within seven (7) days of delivery notify the Seller of any alleged defect, shortage in quantity, errors, omissions or failure to comp 20.2 services within a reasonable time following delivery if the Client shall plan to the Services within a reasonable time following delivery if the Client believes the Services are defective in any way. If the Client shall fail to comply with these provisions, the Services shall be conclusively geamed to be in accordance with the terms and conditions and free from any Ford defective Services, which the Seller has agreed in writing that the Client is entitled to reject, or rectifying the Services provided that the Client has compiled with the provisions of clause 12.1. 20.4
- Consumer Guarantees Act 1993 and the Fair Trading Act 1986 if the Client is acquiring Services for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 ("CCA") do not apply to the supply of Services by the Seller to the Client. The Selfer agrees to adulte by the provisions of the Fair Trading Act 1986 ("FTA").

- Seller's sole discretion such interest shall compound montrny at such a rate y area as wen as before any judgment. Ill the Client owes the Seller form and against. If the Client owes the Seller form and against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's collection agency costs, and tank disburout fees) and the seller in the

- liable for the amount of the reversed transaction, in addition to any further costs incurred by the Seller under this clause 15, where it can be proven that such reversal is found to be itlegal, fraudulent or in contravention to the Clients obligations under this Contract. Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel at or any part of any order of the Client which remains unfulfilled and all amounts owing to Seller shall, whether or not due for payment, become immediately payable if: (a) any more payable to the Seller becomes overdue, or in the Seller's opinion the Client will (b) the Client has exceeded any applicable credit limit provided by the Seller (c) the Client becomes insolvent, convenes a meeting with its oreditors or proposes or enters for an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

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

respect of the Client or any asset of the Client.

Cancellation

Without prejudice to any other remedies the parties may have, if at any time either party is in

Without prejudice to any other remedies the parties may have, if at any time either party is in

breach of any othigation (including house relating to payment) under these terms and conditions

the other party may suspend or terminate the supply of Services to the other party. Neither party

will be falled for any loss or damage the other party suffers because one of the parties has

exercised its rights under this clause.

If the Seler, use to reasons beyond the Seller reasonable control, is unable to the deliver any

Services to the Client, the Seller may cancel any Contract to which these terms and conditions

apply or cancel delivery of Services at lary time before the Services are commenced by giving

paid by the Client for the Services. The Seller shall not be liable for any loss or damage

whatsoever arising from such cancellation.

The Client may cancel delivery of the Services by written notice served within forty-eight (48)

hours of placement of the order. Failure by the Client to otherwise accept delivery of the

Services shall place the Client in breach of this Contract.

Services shall pace the cuent in breach of this Contract.

Privacy Policy
All emails: documents, images, or other recorded information held or used by the Seller is Personal Information as defined and referred to in clause 17.3 and therefore considered confidential. The Seller acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursant to the Privacy At 2020 (the Act?) including Part II of the OECD Guidelines and as set out in the Act and any statutory requirements where relevant in a European Economic Area 'EEA' under the EU Data Privacy Laws', The Seller acknowledges that in the event Ib excemes aware of any data breaches and/or disclosure of the acknowledges that in the event Ib excemes aware of any data breaches and/or disclosure of the the Seller will notify the Celeruian accordance with the Act and for DPR. Any release of such Personal Information must be in accordance with the Act and the GDPR where relevant) and must be approved by the Client in accordance with the Act and the GDPR where relevant) and must be approved by the Client play written consent, unless subject to an operation of law. Nowthithstanding clause 171, privacy limitations will extend to the Seller in respect of Cookies where the Client utilises the Seller's website to make enquiries. The Seller agrees to display reference to such Cookies and/or similar tracking technologies, such as publical and the Client's Cookies and/or similar tracking technologies, such as publical and the Client's Cookies and/or stitute the accordance with the Client of Personal Information such as the Client's Cookies and/or stitute the accordance of the Client's Cookies and/or stitute the accordance of the Client's Cookies and/or stitute the accordance with the Client's Cookies and/or stitute the accordance with the Client's Cookies and/or stitute the accordance with the Client's Cookies and/or stitute the Client's Cookies and/or stitute the Client's Cookies and/or stitute the accordance with the Clien

- (clients)

 (a) IP address, browser, email client type and other similar details:
 (b) I tracking website usage and traffic; and the Seller sends an email to the Client, so the Seller may collect and review that information (collectively Personal Information*).

 If the Client consents to the Seller sue Cookies on the Seller's website and later wishes to withdraw that consent, the Client may emanage and control the Seller's privacy controls via the Client's web trowser, including removing Cookies by deleting them from the browser history who avillant the website.

- Cilient's web browses, including removing Cookies by deleting them from the provise insurjy when exiting the website.

 The Client authorises the Seller or the Seller's agent to:
 (a) access, collect, retain and use any information about the Client.
 (a) including, name, address, D.O.B., occupation, driver's license details, electronic contact (remail, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Client's creditivorthiness; or
 (ii) for the purpose of marketing products 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 creditivorthing agency for the purposes of providing or obtaining a credit reference, debt where the Client is an individual the authorities under clause 17.3 are authorities or consents for the purposes of the Privacy Act 2020.

- Where the Client is an individual the authorities under clause 17.3 are authorities or consents for the purposes of the Phixop Act 2020. The present of the purposes of the Phixop Act 2020. The present of the purposes of the Phixop Act 2020. The present of the purposes of the Phixop Act 2020. The present of the present o

- Service of Notices
 Any written notice given 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 by registered post to the address of the other party as stated in this Contract;
 (d) if sent by facisimile transmission to the fax number of the other party as stated in this Contract;
 (e) if sent by email to the other party's last 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.

- Trusts
 If the Client at any time upon σ subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust (Trust) then whether or not the Seller may have notice of the Trust, the Client coverants with the Seller as follows.

 (a) the Contract extends to all rights of indentity which the Client now or subsequently may have against the Trust, the trustless not the trust fund.

 (b) the Client has full and complete power and author to moder the Trust or from the Trustless than the Trustless of th
- the Client has full and complete power and authority under the Irust or from the Irustees of the Trust as the case maybe to retire into the Contract and the provisions of the Trust as the case maybe to retire into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Irust inche trust under the Client will not release the right of indemnity or committee in the Irust or be a party to any other action which might prejudice that right of indemnity.

 The Client is the Irust inches the Irust inches the Irust inches the Irust in the Irust inches the Irust inches the Irust inches in Irust i
- (the Seller will not unreasonably winnout consens), cause, pennin, up sume a vine of the following events: ent or retirement of the Client as trustee of the Trust:

 (i) the removal, replacement or enterment of the Tirust statustee of the Trust:

 (ii) any advantagement of the trust of the Trust;

 (iv) any advantagement of the trust und or trust proposition.

General Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing settling out the reason for the dispute. The parties shall share qualify the mediatory few. Should mediation fail to resolve the dispute, the parties shall be

equally the medialors fees. Should mediation fail to resolve the dispute, the parties shall befree to pursue other dispute resolution avenues.

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a walver of that provision in these terms and conditions shall not be treated as a walver of that provision in these terms and conditions shall be invalid, vold, fliegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejuded, or imparted.

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 jurisdiction of the courts of Duredin, New Zealand. So the Prize.

The Seller may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent provided the assignment does not cause detriment to the

If the Client is acquiring Services for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 (**CGA**) do not apply to the supply of Services by the Seller to the Client.

The Selfer agrees to abide by the provisions of the Fair Trading Act 1986 (**FTA**).

1. The Selfer agrees to abide by the provisions of the Fair Trading Act 1986 (**FTA**).

2. The Client cannot license or assign without the written approval of the Selfer.

2. The Client warrants that all designs, specifications or instructions given to the Selfer will be selfer any elect to subcontract out any page any instruction to any of the Selfer's subcontractors without the Eclient agrees and the Selfer in september of the Selfer in september of the Selfer in september of any substanting the selfer and the Client agrees to indemnify the Selfer against any action taken by a bird only against the Selfer in respect of any such infininger any patent, registered design or trademark in the execution of the Client agrees that the Selfer in respect of any such infininger any patent, registered design or trademark in the execution of the Client agrees that the Selfer in respect of any such infininger any patent, registered design or trademark in the execution of the Client agrees that the Selfer in respect of any such infininger any patent, registered design or trademark in the execution of the Client agrees that the Selfer any self and the Client agrees that the Selfer in respect of any such infininger any patent, registered design or trademark in the execution of the Client agrees that the Selfer and the Client agrees to indemnify the Selfer and the Client agrees that the Selfer and the Client agr