Drain King - Terms & Conditions of Trade

- 1. 1.1 Definitions
- Definitions

 Contract* means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or agrendments expressed to be supplemental to this Contract, "Contractor* means Drain King 2016 Limited 17A Drain King, its 6.2 successors and assigns or any person acting on behalf of and with the authority of Drain King 2016 Limited 17A Drain King.

 Customer* means the persons, entities or any person acting on Customer's means the persons, entities or any person acting on Expression and Contractor to provide the Services as specified in any proposal, 6.4 quotation, order, invoice or other documentation, and.

 (a) if there is more than one Customer, is a reference to each Customer, invoice or other early; and

 (i) if the Customer is a part for a Trust, shall be bound in their capacity as a trustee; and

 (i) includes the Customer is a part of a Trust, shall be counted in their capacity as a trustee; and
- capacity as a trustee; and
 (d) includes the Customer's executors, administrators, successors
 and permitted assigns.

 Coord permitted assigns of Services supplied by the Contractor to 7.
 the Customer at the Customer's request from time to time (where 7
 the context so permits the terms 'Goods' or 'Services' shall be
 interchangeable for the other). 1.4
- the context so permits the terms 'Coods' or 'Services' shall be interchangeable for the other).
 Confidential information' means information of a confidential nature in whether or al, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, how-how, trade secrets, financial and commercial information, how-how, trade secrets, financial and commercial information in the contract of the contract from the contract of the contrac
- website, prior to ordering Goods via the website.

 "Price" means the Price payable (plus any Goods and Services Tax
 ("GST") where applicable) for the Goods as agreed between the
 Contractor and the Customer in accordance with clause 5 below.
- Acceptance
 The Customer is taken to have exclusively accepted and is
 immediately bound, jointly and severally, by these terms and
 conditions if the Customer places an order for or accepts delivery of
- Contracting only be amended in writing by the contract sail of the contract and 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 amended in writing by the consent of both 8.1 22 2.3
- parties.

 The Customer acknowledges that the supply of Goods on cred shall not take effect until the Customer has completed a cred application with the Contractor and it has been approved with a credit limit established for the account. 24
- cridit limit established for the account.
 In the event that the supply of Gods request exceeds the Customers credit limit and/or the account exceeds the payment general, the Contractor reserves the night to refuse delivery.
 Electronic signatures shall be deemed to be accepted by either 9.1 party providing that the parties have compiled with Section 225 d. the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.
- Errors and Omissions
 The Customer acknowledges and accepts that the Contractor shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omssion(s):
 (a) resulting from an inadvertent mistake made by the Contractor in the formation and/or administration of this Contract; and/or to the formation and/or administration of this Contract; and/or contained information from any literature (hard copy and/or 10.1
 - electronic) supplied by the Contractor 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 misconduct of the Contractor; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.
- Change in Control
 The Customer shall give the Contractor not less than fourteen (14) The Customer shall give the Contractor not less than fourcen (14) days prior written notice of any proposed change of ownership of which the contract of the c
- Price and Payment
 At the Contractor's sole discretion the Price shall be either.
 (a) as indicated on any invoice provided by the Contractor to the 11.2 Customer, or (b) the Contractor's quoted price (subject to clause 5.2) which will 11.3
- be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Contractor reserves the right to change the Price:
- (a) if a variation to the Goods which are to be supplied is requested; or
 (b) if a variation to the Services originally scheduled (including any
- (b) if a variation to the Services originally scheduled (including any applicable) plans of specifications) is requested; or covery of 20, applicable plans of specifications is requested; or covery of 12, inidea or underhitable difficulties (including, but not limited to, 12.1 adverse sub-soil water conditions, the rapid deterioration or collapse of pipes during the course of the Services, unpredictable weather conditions, the excavation of rock or rock-like substances, as a result of ewatering being required que to permanent groundwater or, any interruption to the configuration or provided to the provided or commencement of the Services.
 (d) in the event of increases to the Contractor in the cost of Goods and about which are beyond the Contractor, control.
- (a) In the event of increases to the Contractor in the cost or Josops and labour which are beyond the Contractor's control. Variations will be charged for on the basis of the Contractor's quotation, and will be detailed in writing, and shown as variations on the Contractor's invoice. The Customer shall be required to respond to any variation submitted by the Contractor within ten (10) working days. Failure to do so will entitle the Contractor to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion. At the Contractor's sole discretion a non-refundable deposit may be
- Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by the
 - tractor, which may be: on delivery of the Goods; on completion of the Services;

 - by way of instalments/progress payments in accordance with the Contractor's payment schedule; for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices; the date specified on any invoice or other form as being the
 - the date specified on any invoice of other form as being the date for payment; or 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 Contractor.
- Payment may be made by cash, electronic/on-line banking, or by any other method as agreed to between the Customer and the Contractor.
- The Contractor may in its discretion allocate any payment received from the Customer towards any invoice that the Contractor determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer the Contractor may reallocate any payments previously received and allocated. In the 13, absence of any payment allocation by the Contractor, payment will 13.1 absence of any payment allocation by the Contractor, payment will be deemed to be allocated in such manner as preserves the maximum value of the Contractor's Purchase Money Security Interest (as defined in the PFSA) in the Goods. 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 Contractor nor to withhold payment of any invoice because part of the timories is in discuttle.
- 5.8
- the Contractor nor to withhold payment of any invoice because part of that invoice is in dispule. Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to the Contractor an amount 13.2 to the Price, the Customer must pay to the Contractor an amount 13.2 to contractor under this or any other agreement for the safe of the Conditator invoice the contractor invoice that the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable im addition to the Price except where they are repressly included in the Price.

- Delivery ("Delivery") of the Goods is taken to occur at the time that the Contractor (or the Contractor's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address. At the Contractor's sole discretion the cost of is either included in At the Contractor's sole discretion the cost of is either included in
- the Price.
 The Contractor may deliver the Goods in separate instalments.
- The Contractor may deliver the Goods in separate instalments. Each separate instalments hall be invoiced and paid in accordance with the provisions in these terms and conditions.

 13.4 Any time specified by the Contractor for delivery of the Goods is an estimate only and the Contractor will not be liable for any loss or damage incurred by the Customers as result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was 13.6 unable to supply the Goods as agreed solely due to any action or 13.7 inaction of the Customer. then the Contractor shall be entitled to charge a reasonable fee for redelivery and/or storage.
- Risk of damage to or loss of the Goods passes to the Customer on 14.

 Delivery and the Customer must insure the Goods on or before 14.1
- Delivery and the Customier miss institute in Bootson to the the Tay of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Contractor is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Contractor is sufficient evidence of the Contractor's rights to receive the sufficient evidence of the Contractor's rights to receive the the Contractor to make further enquiries. If the Customer requests the Contractor to leave Goods outside the Contractor's premises for collection or to deliver the Goods to all unattended Location then such Goods shall be left at the Outstance's 14.3 mantlended Location then such Goods shall be left at the Outstance's 14.3
- unaterioleo location their such gloods shall be left at the Customer's 14.3 sole risk.
 The Customer accepts that the Contractor will use its best.
 The clustomer accepts that sections of drain piping are causing the blockages and will quote on the repair of such sections to rectify the problem. The Customer agrees to indemnify the Contractor for all costs and consequential loss associated with blockages the 15.1 (a) ties root penetration occurs for all costs and consequential or such acceptance where:

 (a) ties root penetration occurs to adjacent to the cleared or repaired section;
- (b) tree root penetration occurs between rubber couplings and drain piping, especially when rubber couplings are specified in the scope of the Services.
- the scope of the Services.

 The Customer acknowledges that the presence of plant or tree root growth and/or other blockages may indicate damaged pipe work and therefore where the Contractor is requested to merely clear such blockages, the Contractor can offer no guarantee against reoccurrence or further damage, in the event of collagse during the gipe clearing process, the Contractor will immediately advise the Customer of the same and shall provide the Customer with an estimate for the full repair of the damaged pipe work. the an 15.2
- Customer's Responsibilities
 The Customer acknowledges that in the event asbestos or any
 other toxic substances are discovered at the site that it is their
 responsibility to ensure the safe removal of the same. The
 Customer further agrees to indemnify PRS against any costs
 incurred by the Contractor as a consequence of such discovery,
 under no circumstances will the Contractor handle removal of asbestos product.
- Access
 The Customer shall ensure that PRS has clear and free access to 16. The site at all limes to enable them to undertake the Works. PRS 16.1 shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of PRS. paved or grassed areas) unless due to the negligence of PRS. PRS shall not be held responsible for any damage caused by outside agents. Where the Customer requests PRS to repair such damage then PRS reserves the right to charge the Customer for any costs incurred in rectifying such damage, as per clause 5.2. 16.2
- costs incurred in rectifying such damage, as per clause 5.2. Underground Locations
 Prior to PRS commencing the Works the Customer must advise
 PRS of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Customer must identify include, but aren to limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, imgation pipes, telephone cables, title optic cables, oil pumping mains, and any Whitel PRS will take all care to avoid damage to any underground services the Customer agrees to indemnify PRS in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10.1.

- Compliance with Laws
 The Customer and the Contractor shall comply with the provi 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 16.3 relevant safety standards or legislation pertaining to the Services. incuring any Worksare health and safety laws relating or any office relevant safety standards or legislation pertaining to the Services. The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services. Notwithstanding clause 11.1 and pursuant to the Health & Safety at Work Act 2015 (the "HSW Act") the Contractor agrees at all times comply with sections 28 and 34 of the "HSW Act" with meeting their 17. obligations for health and safety laws in the workplace reparalless of 17.1 whether they may be the party in control of the site or where they may be ating as a subcontractor for the Customer who has engaged a thirty party head contractor.
- Title The Contractor and the Customer agree that ownership of the 18.1 Goods shall not pass until:
 (a) the Customer has paid the Contractor all amounts owing to the
- Contractor, and
 (b) the Customer has met all of its other obligations to the
- Contractor.

 Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.

 It is further agreed that until ownership of the Goods passes to the
- Customer in accordance with clause 12.1:

 (a) the Customer is only a ballee of the Goods and must return the Goods to the Contractor on request:
- Goods to the Contractor on request;
 (b) the Customer holds the benefit of the Customer's insurance of
 the Goods on trust for the Contractor and must pay to the
 Contractor the proceeds of any insurance in the event of the
 Conds being lost, damaged or jestroyed;
 (c) doods being lost, damaged or jestroyed;
 (c) the Customer must and "sell, dispose," or thenvise part with
 possession of the Goods other than in the ordinary course of
 business and for market value. If 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 Contractor. hold the proceeds of any such act on trust for the Contractor and must pay or deliver the proceeds to the Contractor on 19.3 demand:
- and must pay or delived the proceeds to the Contractor on 19.3 cemand; the Customer should not convert or process the Counts or the customer shill often expect but if the Customer does so interest. Customer holds the example product on trust for the benefit of the Contractor and must sell, dispose of or return the resulting product to the Contractor as its of interest, the Customer inevocably authorises the Contractor to enter sept and recover possession of the Countractor to enter sept and recover possession of the Countractor the Contractor may recover possession of any Goods in transit whether or not deflewer has occurred; the Customer shall not charge or great an encumbrance over the Goods not great nor of helves were year year year interest in the Countractor may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods not goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

- Personal Property Securities Act 1999 ("PPSA")
 Upon assenting to these terms and conditions in writing the
- Upon asserting 1to these terms and conditions in writing the Customer acknowledges and agrees that.

 (a) these terms and conditions constitute a security agreement for the purposes of the PPSA, and (b) a security interest is taken in all Goods and/or collateral (account) being amonetary obligation of the Customer to the Contractor for Services that have previously been supplied 20, and that will be supplied in the future by the Contractor to the 20.1
- The Customer undertakes to:
- The Customer undertakes to:

 (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;

 (b) indemnity, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register; or formation and statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;

 (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or

- collateral (account) in favour of a third party without the prior 20.3
- written consent of the Contractor; and immediately advise the Contractor of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales. The Contractor and the Customer agree that nothing in sections 21. 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and 21.1

- conditions.

 The Customer waives its rights as a debtor under sections 116, 120(2), 121 1.25, 258, 127, 129, 131 and 132 of the PPSA. Unless otherwise agreed to in writing by the Contractor, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

 The Customer shall unconditionally ratify any actions taken by the Contractor under diauses 13, 1to 13.5. Subject to any express provisions to the contrary (including those contained in this clause 13), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- Security and Charge
 In consideration of the Contractor agreeing to supply the Goods, the
 Customer charges all of its rights, title and interest (whether joint or
 several) in any land, ineally or other assets capable of being
 charged, owned by the Customer either now or in the future, log 21.2
 secure the performance by the Customer of its obligations under
 heavened in any money.
- 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 Customer indemnifies the Contractor form and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor. The Customer irrevocably appoints the Contractor and each director of the Contractor as the Customer's true and lawful attorney is operior all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Customer's behalf.
- Defects The Cus
- Defects
 The Customer shall inspect the Goods on delivery and shall within twenty-four (24) hours of delivery (time being of the essence) notify the Contractor of any alleged defect, shortage in quantity, damage 21.3 or failure to comply with the description or quote. The Customer shall afford the Contractor an opportunity to inspect the Goods within a reasonable time following delivery if the Customer shall fail to comply with the description way. If the Customer shall fail to comply with these provisions the Goods are deceived in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the contractor's defection of the contractor's defection of the Contractor's discretion treation, the Contractor's discretion treation the Goods or repeating the Goods. discretion) replacing the Goods or repairing the Goods. Goods will not be accepted for return other than in accordance with
- 15.1 above, and provided that:

 (a) the Contractor has agreed in writing to accept the return of the
- Goods; and
 (b) the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and
 (c) the Contractor will not be liable for Goods which have not been
- (c) the Contractor will not be liable for Goods which have not been stored or used in a proper manner, and (d) the Goods are returned in the conduction of the Goods are returned in the conduction of the delivered and with all packaging material, brochures and 21.4 instruction material in as new condition as is reasonably possible in the circumstances.
- Warranty
 Subject to the conditions of warranty set out in clause 16.2 the
 Contractor warrants that if any defect in any workmarship of the
 Contractor becomes appeared and is reported to the Contractor
 Goods only and does not include repairs (time being of the 22,
 essence) time the Contractor will either (at the Contractor's sole 22.1 discretion) iffen the Contractor win entirer (at the discretion) replace or remedy the workmanship.

 The conditions applicable to the warranty given by clause 16.1 are
- muluuis applicable to the warranty given by clause 16.1 are:
 warranty shall not cover any defect or damage which may
 caused or partly caused by or arise through:
 failure on the part of the Customer to properly maintain
 any Goods; or

- (i) failure on the part of the Customer to properly maintain any Goods or part of the Customer to follow any (ii) failure on the Goods or part of the Customer to follow any (iii) any use of any Goods otherwise than to ran 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 (v) fair wear and tear, any accident or act of Good.
 (b) the warranty shall cease and the Contractor shall threafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Contractor scoresm.
 (c) Contractor scoresm.
 (c) Contractor shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer for admitted the customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer for admitted the customer for any delay in either replacing or the customer for a supplementation of the customer for supplement
- Consumer Guarantees Act 1993
 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 do not apply to the supply of Goods by the Contractor to the Customer.
- Intellectual Property,
 Where the Contractor 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 Contractor. Under no
 24.1 occuments shall remain the property or the Contractor. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Contractor. The Customer agrees that the Contractor may (all no cost) use for the purposes of marketing or entry into any competition, any photographs or digital images, documents, designs, drawings or Goods which the Contractor has created for the Customer.
- Default and Consequences of Default
 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two 24.3
- payment occomes out, until the date or payment, at a rate of two 4-3 and a half percent (25%) per calendar month (and at the Contractor's sole discretion such interest shall compound monthly at II the Customer owes the Contractor any money the Customer shall indemnify, the Contractor from and against all costs and debursements incurred by the Contractor in covering the debt 24.4 19.2
 - (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's collection agency costs, and bank dishonour fees).

 Further to any other injects or remedies the Contractor may have under this Contract, if a Customer has made payment to the 24.6 under this Contract, if a Customer has made payment to the Contractor, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Contractor under this clause 19 where it can be proven that such reversal is found to be littlegal, traudulerd or in contravention to the Customer's obligations. Where the contractor is contractor is the contractor of the contractor is the Contractor of the Contractor is that the contractor is the contractor is that the contractor is the contractor is the contractor in the contractor in the contractor is the contractor in the contractor in the contractor is the contractor in the contractor in the contractor is the contractor in the contractor in the contractor is the contractor in the contractor in the contractor in the contractor in the con
 - Without prejudice to the Contractor's other remeates at law the Contractor shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable (f.), any more payable (f.), and for the Contractor's originion the Customer will be unable to make a 24.8 payment when if alls due.

 - payment when it rails due; the Customer has exceeded any applicable credit limit provided by the Contractor; the Customer becomes insolvent, convenes a meeting with its
 - creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

 - Cancellation
 Without prejudice to any other remedies the Contractor may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Contractor may suspend or thermale the supply of Goods to the contractor may suspend or terminate the supply of Goods to the loss or damage the Customer suffers because the Contractor has exercised its nights under this clause.

 The Contractor may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On money paid by the Customer for the Goods. The Contractor shall not be lable for any loss or damage whatsoever arising from such cancellation.
- 20.2

- In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).
- Privacy Policy
 All smalls closuments, images or other recorded information held or
 All smalls closuments, images or other recorded information as defined and
 referred to in clause 213 and therefore considered condicential. The
 Contractor acknowledges its obligation in relation to the handling,
 use, disclosure and processing of Personal Information pursuant to
 the Privacy Act 1993 (The Act') including. Part II of the OECD
 Guidelines and as set up it in Schedule 3A of the Act and any
 Area "EEA" then the EU Data Privacy Laws (including the General
 Data Protection Regulation (20PR) (collective), EU Data Privacy
 Laws). The Contractor acknowledges that in the event it becomes
 aware of any data breaches and/or disclosure of the Customers
 Personal Information, held by the Contractor that may result in
 Customer in accordance with the Act and or the COEPR. Any release
 of such Personal Information must be in accordance with the Act
 and the COPR (where relevant) and must be approved by the
 Customer by written consent, unless subject to an operation of law.
 Notwittending clause 21. In privacy intentions will extend to the
 Contractor agrees to display reference to such cookies andro'
 comparison of the Customers.

 The Contractor agrees to display reference to such Cookies andro'
 comparison and the COPR of the Customers.

 The Contractor agrees to display lows the collection of Personal Information such as the Customers.

 The Contractor agrees to display lows the collection of responal Information in order to enable I opports are available to the Contractor when the Contractor sends an email to the Customers is the contractor of the Customers.

 The Contractor agrees to display lows the collection of Personal Information or the Customers and treffice and contractors whether the contractor of the Customers and treffice and the Customers.

 The Contractor agrees to display the proceeding with a purchaselorder via the Contractor's website.

 The Contractor of the Customers and treffice and the contractor of the Customers and treffice Privacy Policy All emails, documents, images or other recorded information held or

- access, collect, retain and use any information about the
- (a) access, collect, retain and use any information about the Customer,
 (i) (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact Information (where splitcable), previous credit applications, credit history or any overture lines purpose of assessing the Customer's credit work of the purpose of marketing products and services to the Customer.

 (b) disclose information about the Customer, whether collected by the Contractor from the Customer directly or obtained by the Contractor from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or credit reference, debt collection or notifying a Where the Customer is an individual the authorities under clause 21.3 are authorities or consents for the purposes of the Privacy Act 1993.

 The Customer shall have the right to request the Contractor for a copy of the Personal Information about the Customer retained by the Contractor and the pright to request the Contractor or correct any incorrect. Personal Information about the Customer retained by the Contractor or correct any incorrect.

- incorrect Personal Information about the Customer held by the Contractor.
- 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

- (b) by leaving if at the address of the other party as stated in this Confract. (c) by sending it by registered post to the address of the other party as stated in this Contract. 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. 22.2

- Trusts
 If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not the Contractor may have notice of the Trust, the Customer covenants with the Contractor as follows:

 (a) the Contract extends to all rights of indemnity which the Contractor as follows:

 (b) the Contract extends to all rights of indemnity which the Inst farm that the Trust and the Inst farm that the Trust and the Inst farm.)
- (a) the Contract extensis to an ingine or indexing more accession more or subsequently may have against the Trust and (b) the Customer has full and complete power and authority under the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which of the Customer will not without consent in writing of the Customer will not without consent in writing of the Customer will not without consent in writing of the Customer will not without consent in writing of the Customer will not without consent in writing of the Customer will not without consent in writing of the Customer will not without consent in writing of the Customer will not without consent in writing of the Customer will not without consent in writing of the Customer will not writing the consent in writing of the Customer will not writing the cust

24.9

- General
 The failure by either party to enforce any provision of these terms
- Pental allie by either party to enforce any provision of these terms and conditions shall not be tested as a servisor of that provision, read and conditions shall not be tested as a servisor of that provision, if any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions 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 jurisdiction of the Auckland Could inability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of portils suffered by the Customer arising out of a breach by the Contractor slability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). The Contractor only longer and/or assign all or any part of its gripts and/or obligations under this Contract without the Customer's goneset.
- consent.
 The Customer cannot licence or assign without the written approval of the Contractor.
 The Contractor may elect to subcontract out any part of the Services
- but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of the Contractor's sub-contractors without the authority of the
- any of the Contractor's sub-contractors will more equinary or the Contractor.

 The Customer agrees that the Contractor may ament their general recommendations of subsequent future contracts with the terms and conditions for subsequent future contracts with the discorping such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Contractor to provide
- Customer makes a further request for the Contractor to provide Goods to the Customerie for any default due to any act of Cod. Neither party shall be decided, in any default due to any act of Cod. Neither party shall be decided, including action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter into this Contract and have obtained all encessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.