

# **CREDIT ACCOUNT APPLICATION**

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached. This is a Credit Account Application Form under the Construction Contracts Act 2002. Please read clause 22 on the reverse.

Client Details: o Individual o Sole Trade	er <b>o</b> Trust <b>o</b> Partn	ership <b>o</b> Company	Other:		
Full or Legal Name:					
Trading Name: (If different from above)					
Physical Address:				Postcode:	
Billing Address:				Postcode:	
Email Address:					
Phone No:	Phone No: Fax No: Mobile No:				
Personal Details: (please complete if you are an li	ndividual)				
D.O.B.		Driver's Licence No			
Business Details: (please complete if you are a Se	ole Trader, Trust, Partnersl	hip, Company or Other -	- as specified)		
Company Number:		Date Incorp. (current	towners):		
Nature of Business: GST No: ( <i>if applicable</i> )					
Paid Up Capital: \$	chases: \$	Credit Limit Required: \$			
Principal Place of Business is: <b>o</b> Rented <b>o</b>	Owned <b>o</b> Mortgaged (	to whom):			
Directors / Owners / Trustee (if more than two, ple	ease attach a separate shee	et)			
(1) Full Name: D.O.B.					
Private Address:	Private Address: Postcode:				
Driver's Licence No:		Mobile No:			
(2) Full Name: D.O.B.					
Private Address: Postcode:					
Driver's Licence No: Phone No:			Mobile No:		
Account Terms: • 20 Days EOM • COD • Other:					
Purchase Order Required? • YES • NO Accour			iled? o YES o NC	)	
Accounts Email Address:					
Accounts Contact:			Phone No:		
Bank and Branch:		Account No:			
Trade References: (please provide companies that are willing to do trade references)					
Name: Address:		SS:	Phone / Fax / Email:		
1.					
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 Exotic Electrical NZ Limited which form part of and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

SIGNED (CLIENT):		SIGNED (CONTRACTO	SIGNED (CONTRACTOR):			
Name:		Name:	Name:			
Position:		Position:	Position:			
Date:		Date:	Date:			
OFFICE USE ONLY						
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE		

Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			

**Exotic Electrical NZ Limited** 27 Seon Place, Birkdale, Auckland 0626 Phone: 021 0236 7870 Email: service@exoticelectrical.co.nz Licence No: EW130835

## Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Exotic Electrical NZ Limited and its successors and assigns ("the Contractor") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply materials and/or works 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 Contractor of all monies which are now owing to the Contractor by the Client and all further sums of money from time to time owing to the Contractor by the Client in respect of materials and works supplied or to be supplied by the sums of money from time to time owing to the Contractor by the Client in respect of materials and works supplied or to be supplied by the Contractor to the Client or any other liability of the Client to the Contractor, and the due observance and performance by the Client of all its obligations contained or implied in any contract or agreement with the Contractor, 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 Contractor the Guarantor will immediately on demand pay the relevant amount to the Contractor. In consideration of the Contractor agreeing to supply the materials and/or works 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 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 Contractor 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 Repristation as stated above. The Guarantor 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 to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which the Contractor may reasonably require to:

- register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register; register any other document required to be registered by the PPSA or any other law; or (a)
- (b)
- (c) correct a defect in a statement referred to in clause 1(a) or 1(b). HOLD HARMLESS AND INDEMNIFY the Contractor on demand as a separate obligation against any liability (including but not limited to 2. damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Contractor in connection with:
  - the supply of materials and/or works to the Client; or (a)

6

No

- the recovery of monies owing to the Contractor by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to the Contractor's nominees' costs of collection and legal costs; or (b)
- (c) monies paid by the Contractor with the Client's consent in settlement of a dispute that arises or results from a dispute between, the Contractor, the Client, and a third party or any combination thereof, over the supply of materials and/or works by the Contractor to the Client.
   I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

### I/We have received, read and understood the Contractor'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 4 remain in full force and effect until all monies owing to the Contractor by the Client and all obligations herein have been fully paid satisfied and performed.
- 5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on the Contractor'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 Contractor, each Guarantor shall be a principal debtor and liable to the Contractor 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 materials and/or works; (a)
    - (a) the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Client;
  - (b) any other act, omission or event which, but for this provision, might operate to discharge, impair or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, posers 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
- 7. to each of them individually and all of them together unless the context otherwise requires, the obligations and agreements on the part of the
- 8.
- 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 Contractor. I/we irrevocably authorise the Contractor to obtain from any person or company any information which the Contractor may require for credit reference purposes. I/We further irrevocably authorise the Contractor 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 dealing the future bet here are that the contractor exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent 9 dealings that I/we may have with the Contractor as a result of this Guarantee and Indemnity being actioned by the Contractor. The above information is to be used by the Contractor for all purposes in connection with the Contractor 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
te:	1. If the Client is a proprietary limited company, the Guarantor(s) mu	ist b	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

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

### Exotic Electrical NZ Limited – Terms & Conditions of Trade

- Definitions "Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting the Contractor to provide the Works as specified in any proposal, quotation, order, invoice or other 6.2 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

  - (a) In the Client is a particle sing, it shall be bound each particle 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 accidence
- 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. "Contract or meanas Exotic Electrical NZ Limited, its successors and 12 1.3
- 1.4
- "Confractor" meanas Exolic Electrical NZ Limited, its successors and assigns. "Cookies' means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the Client does not wish to allow Cookies to operate in the background when using the Contractor's website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, then the Client shall have the website. "Intended Use" means a product and the use thereof, for which the product is intended to be, or is reasonably likely to be, associated with the Works. "Non-Conforming Building Product" means building products that are regarded as Non-Conforming for an Intended Use if, when associated with a building. (a) the product is not, or will not be, safe: or
- 15 1.6 a 6.4
- regarded as Non-Contorming for an intended Use if, when associated with a building: (a) the product is not, or will not be, safe; or (b) does not, or will not, comply with the relevant regulatory provisions; or (c) the product does not perform, or is not capable of performing, for the use to the standard it is represented to conform by or for a person in the chain of responsibility for the product. "Price" means the Price payable (plus any Goods and Services Tax (\*GST) where applicable) for the Works as agreed between the Contractor and the Client in accordance with clause 6 below. "Works" means all Works (including consultation, manufacturing and/or installation services) or Materials supplied by the Contractor to the Client at the Client's request from time to time (where the context so permits the terms Works' or 'Materials' shall be interchangeable for the other). "Worksite" means the address pointact by the Client to which the Materials are to be supplied by the Contractor.
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- 1.8
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- 2. 2.1
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- The client's request from time to time (where the context so permits the terms Works or Naterials's main be address nominated by the Client to which the Materials are to be supplied by the Contractor.
  Acceptance
  The Client is taken to have exclusively accepted and is immediately bound, 6.7 or accepts delivery of any Works.
  In the event of any inconsistency between the terms and conditions of this contract or accepts delivery of any Works.
  In the event of any inconsistency between the terms and conditions of this contract may only be amended in writing by the consent of both parties.
  The Client is accomptised with a conditions in the Sontract may only be amended in writing by the consent of both parties.
  The Client acknowledges that the supply of Works on credit shall not take and the account devices that the supply of Works so not call shall not take of the account devices that the supply of Works supplied is given in good faith to the account deviced the acceeds the particulation with the Contractor and it has been approved with a credit limit established for the account deviceds the particulation with account deviced the account devices on the contractor so service provided by the Contractor in relation to Materials or Works supplied is given in good faith to the account devices shall be accepted without liability on the part of the Contractor. Where such advice or tecommendiations after and and premises. The Client active terms and conditions on the Contractor shall not be liable in a condition of this a term of the Works on the Contractor to reary subsequent commencement of the Works on the Contractor shall not be liable in a condition of the works on the owner of the Contractor to cary of the Contractor to carey subsequent of the works in writing. The Contractor shall not be liable in a condition of the works on the owner of the Contractor to carey of the Works on the owner of the Contractor to carey of the Works on the owner of the land and premises. Howe were 2.7
- 2.9
- 2.10 2.11
- 3. 3.1
- Authorised Representatives The Client acknowledges that the Contractor shall (for the duration of the Works) liaise directly with one (1) authorised representative, and that once introduced as such to the Contractor, that person shall have the full authority of the Client to order any Works and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to the Contractor's profit marging in providing any Works or variation's requested thereto by the Client's duly authorised representative. the 8.2
- Errors and Omissions The Client acknowledges and accepts that the Contractor shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or 8.3
- prejudice, accept no liability in respect or any anegoto or behaviour et al., and omission(5): (a) resulting from an inadvertent mistake made by the Contractor in the formation and/or administration of this Contract: and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Contractor in respect of the Works. In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attribuiate to the negligence and/or wild unisconduct of the Contractor; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.
- 5. 5.1
- Change in Control The Client shall give the Contractor not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, change of trustees, or business practice). The Client shall be liable for any loss incurred by the Contractor as a result of the Client's failure to comply with this clause.
- Price and Payment At the Contractor's sole discretion the Price shall be either: (a) as indicated on invoices provided by the Contractor to the Client in respect of Works performed or Materials supplied; or 6. 6.1

- 8.6
- riccal NZ Limited Terms & Conditions
   (b) the Contractor's quoted Price (subject to clause 6.2) which shall be binding upon the Contractor provided that the Client shall accept the Contractor's quotation in writing within thirty (30) days.
   The Contractor reserves the right to change the Price:

   (a) if a variation to the Materials which are to be supplied is requested; or
   (b) there addition to the Works originally scheduled (including any applicable plans or specifications) is requested; or
   (c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather limitations to accessing the Worksite and/or crawl spaces, obscured building/Worksite defects, incorrect measurements, plans and/or specifications provided by the Client, as a result of delays from third party suppliers, safety considerations (discovery of absciss), etc.) prerequisite work by any third party not being completed, lack of required utilities, unequility or non-compliant to the building code, hard rock barriers below the surface, ion reinforcing rods in concrete or hidden pipes and writing in walls, elc.) which are only discovered on commencement of the Works?
   (d) in the event of increases to the Contractor in the cost of labour or Materials (including, but not limited to, overseas transactions that may increase, as a consequence of variations on the Contractor's quotation, and will be charged for on the basis of the Contractor's quotation, and will be charged for on the basis of the Contractor's do so will entitle the Contractor's which are only discreted to respond to any variation, submitted by equivality or within ten full at the time of the sompletion.

   Variations will be charged for on the basis of the Contractor's quotation, and the Contractor's will be charged for on the basis of the Contractor's abla

- (a) on delivery of the Materials: (b) by way of progress payments in accordance with the Contractor's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the Worksite but not yet installed; (c) for certain approved Clenst, due twenty (20) days following the end of the month in which a statement is posted to the Clent's address or address for notices:

The provide the reactivity value of submorts of which it will be value of any Materials delivered to the Work lie but not yet installed:
 (c) for certain approved Clients due twenty (20) days following the end of the mort notices:
 (d) the date specified on any invoice or other form as being the date for payment of
 (e) any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Contractor. Any discourts applicable to the Price shall become null and void if payment is not made by the due date stated on the invoice and/or statement.
 At the agreement of both parties, payment of the Price. The Client Statement.
 At the agreement of both parties, payment of the Price. The Client Shall hold the Retention Money?
 being a set amount or equal to a percentage of the Price. The Client shall hold the Retention Money for the agreed period following completion of the Works during which time all Works are to be completed and/or all decists are to be remedied. Any Retention Money applicable to this Contract is to be dealt with in accordance with Subpart 2A. sections 18(a) to 18(b) of the 8.
 Payment my be made by lie due client and the Contractor.
 Payment my be made by lie due client and the Contractor.
 Payment my be made by lie due client and the Contractor.
 Bayment the allowed and the Contractor.
 Bayment the Client and the Contractor.
 Payment my be made by line afterwards. On any default by the Client the allocated.
 Bayment allo appercease payments previously received and allocated.
 In the absence of any payment is previously received and allocated.
 In the daterials.
 The Contractor may in the Sicretion allocate any payment received from the Client towards any invoice that the Contractor fore multible deemed to be allocated in such manner as preserves t

Provision of the Works Subject to clause 7.2 if is the Contractor's responsibility to ensure that the Work's start as soon as it is reasonably possible. The Work's commencement date will be put back and the completion date extended by whatever time is reasonable in the event that the Contractor claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Contractor's control, including but not limited to any failure by the Client to: (a) make a selection; or (b) have the Worksite ready for the Works; or (c) notify the Contractor halt the Worksite is ready. At the Contractor's sole discretion, the cost of delivery is included in the 9.4 Price.

If the Contractor's sole discretion, the Cost of derivery is included in the Price. Any time specified by the Contractor for delivery of the Works is an estimate only and the Contractor will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However, both parties agree that they shall make every endeavour to enable the Works to be supplied at the time and place as was arranged between both parties. In the event that the Contractor is unable to supply the Works as a greed solely due to any action or inaction of the Client, then the Contractor shall be entitled to charge a reasonable fee for ore-supplying the Works at a later time and date, and/of for storage of the Materials.

85

- Risk the end of the Materials.
  Risk the mediate interaction of the materials only all risk for the Materials.
  Risk the end of the Materials on the end of the Materials only all risk for the Materials on the Client on the Client on the Materials on the Contractor or the Contractor on the Materials on the Client is not present at the address).
  (f) where the Contractor is to both supply and install Materials then the 10.2 Contractor of the Materials to an unaterial of the Works of the Works shall immediately pass to the Client.
  (h) where the Contractor is to both supply and install Materials then the 10.2 Contractor of the Materials to an unaterial of the Materials on the Works and and the Amaterials the Client sectores premises for 11.1 materials shall be entitled to a unaterial addition of the Materials on the Client of the Materials shall be the Client sectores on the Client and it shall be the Client and it shall be the Client and the contractor of the Materials shall be and the Client acknowledges and agrees that in the event that any of this information provided by the Client information provided by the Client information.
  The Client warrants that any structures to which the Materials are to be 11.3 affixed are able to withstand the installation of the Materials are to be information.
  The Client warrants that any structures to which the Materials are to be 11.3 affixed are able to withstand the installation

Please note that a larger print version of these terms and conditions is available from the Contractor on request. #34986 @ Copyright - EC Credit Control 1999 - 2021

- of Trade
  notify the Contractor immediately upon any proposed changes. The Client agrees to indemnify the Contractor against any additional costs incurred with accordance with clause 6.2.
  The Client tacknowledges and accepts that:

  (a) where the Contractor for the contractor against any additional costs incurred with accordance with clause 6.2.
  (b) the Contractor against any additional costs incurred with the Contractor with clause 6.4.
  (c) the Contractor offers no quarantee against the reoccurrence of the initial fault, or any further damage caused; and
  (c) the Contractor shall meetidately advise the Client of the fault and shall provide the Client with an estimate for the full repair required.
  (c) the Contractor shall not accept any responsibility for any defacet in other appliances or power points as a coincidence of the Contractor installing the diaretals.
  (c) the Contractor shall not accept any responsibility for any damage that may arise during the installation of light switches in the event that any third-party contractor menoyed by the Client has removed any or all reference to the positioning of light switches in the event that any third-party contractor menoyed by the Client has removed any or all reference to the positioning of light switches well then client contractor in the first instance:
  (d) any defects in the Materials or appearing in the Works after completion due to the contractor shall not ecorractor of damage.
  (e) any defects in the Materials or appearing in the Works after completion in the contractor in the first instance:
  (f) the Contractor shall not be the contractor or damage.
  (f) the Contractor shall not be Works in the contractor in the structure or system to which the Contractor or damage.
  (f) the Contractor shall not be Works in the contractor in the structure or system to which the Contractor or damage.
  (f) the Contractor shall not be Works in the co

- covered on the workshe: the Contractor shall suspend the Works; the Client shall be fully responsible for the resolution of any resulting (i) (ii)
- (ii) The Units attain to only recently problems;
   (iii) any additional cost incurred by the Contractor shall be added to the Price under clause 6.2;
- Price under clause o.2;
   (h) Materials supplied may;
   (i) exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time. The Contractor will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such
  - variations occur;
     (ii) expand, contract or distort as a result of exposure to heat, cold,

(i) expand, contract or distort as a result of exposure to near, cour, weather;
 (ii) mark or slain if exposed to certain substances; and
 (ii) be damaged or disfigured by impact or scratching;
 The Contractor is only responsible for components that are replaced by the Contractor and does not at any stage accept any liability in respect of previous materials and/or works subpliced by any other third party that subsequently fail and found to be the source of the failure or where the Materials are filted by someone other than the Contractor.
 It shall be the Client's responsibility to ensure that:
 (a) where a third party is insallind (the Materials are filted to a good trade standard;
 (b) that they are suitably qualified; and
 (c) the Materials are not in any way adapted to a use for which they are not specifically intended; and
 (c) the Materials are not added to or repaired using components not recommended or approved by the manufacturer.

- (c) the Matchia or not added to or repaired using components not recommended or approved by the manufacturer.
  (Worksite Access and Condition The Contractor is not responsible for the removal of rubbish from or clean-up of the building/construction Worksite. All rubbish generated by the Contractor will be placed in a designated area appointed by the Client but the cesponsibility of removal of same is the Client or the Client state of the Contractor and agreed by the Client shall ensure that the Contractor has clear and free access to the Worksite and Imps to enable them to undertake the Works (including carrying out Worksite inspections, gain signatures for required documers, and for the delivery and installation of the Matchias). The Contractor will be liable for any loss or damage to the Worksite at all limes to enable them to undertake the Works (including carrying out Worksite) to provide the Contractor, while at the Contractor, will a the Elevity and installation of the Materials). The Contractor is a sequence of the Worksite, and Intatian of damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of the Worksite, will be quark advection the Contractor.
  (b) It is the Client's responsibility to provide the Contractor.
  (c) where the Contractor requires that Materials, tools etc. required for the Worksite, and I reasonable efforts to protect all items for destruction, theft or damage, then the cost of repair or replacement shall be the Client's responsibility. The Client adjress to be present at the Worksite, the Client and agrees to be resent at the Worksite, the Client and agrees to be undertake a Worksite when and as reasonably requested by the Contractor and its employees, contractor and/or agents. *Worksite* a Worksite a Worksite the Client requires an employee or sub-contractor of the Contractor to undertake a Worksite induction during working hours, the Client shall be liable to pay the Contractor's standard (and/or vertime,

Underground Locations Prior to the Contractor commencing any work the Client must advise the Contractor of the precise location of all underground services on the Workslie and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sever services, pumping services, sever connections, sever sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the Workslie. Whils the Contractor will take all care to avoid damage to any underground 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 Client and the Contractor shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works, including any WorkSafe health and safety laws relating or any other relevant safety standards or legislation pertaining to the Works.

- regulations and bytaws of government, local and orner puture, autowines may be applicable to the Works, including any WorkSafe health and safety taws relating or any other relevant safety standards or legislation pertaining to the Works.
   Both parties acknowledge and agree:

   (a) to comply with the Building Act 2004 (including any worksafe health and safety taws relating or any other relevant safety standards or legislation pertaining to the Works.
   (b) comply with the Building Act 2004 (including any subsequent Amendments) and Code of Ethics, in respect of all workmanship and building products to be supplied during the course of the Works and
   (b) that Works will be provided in accordance with any current relevant Australian/New Zealahd Standards applicable.
   Where the Client has supplied products for the Contractors opinion, it is believed that the materials supplied are. Non-Conforming products and will be involced in accordance with clause 6.
   (c) that Works will be provided in accordance with clause 6.
   (c) that work is and all costs associated with such a change to the portas and design will be involced in accordance with clause 6.
   (c) the solution of the Works and the contractors opinion, it is believed that the materials supplied are Non-Conforming products and will be involced in accordance with clause 6.
   (c) the solution of the Works suitability of purpose and use solutied and all costs associated with such a change to the parts and design will be involced in accordance with clause 6.
   (b) the Sub Act (b) the Works.
   (c) the "HSW Act (b) the Contractor agrees at all times to contorning routing clause 11.
   (c) the "HSW Act (b) the equility be accordance the parts in contractor for health and safety laws in the workplace regardless of whether they may b

### Exotic Electrical NZ Limited – Terms & Conditions of Trade

- Exotic Electric
   Installation
   Installation
- 12. Title Contractor and the Client agree that ownership of the Materials shall not 19, pass until:

   (a) the Client has paid the Contractor all amounts owing to the Contractor;
   (a) the Client has paid the Contractor all amounts owing to the Contractor;
- 12.2
- (a) In Colorn the pair and constraints of 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, 19.2 cleared or recognised.
- It is further agreed that:
  (a) until ownership of the Materials passes to the Client in accordance with clause 12.1 that the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to the 19.3 Contractor on request;
  (b) the Client holds the benefit of the Client's insurance of the Materials on trust for the Contractor and must pay to the Contractor the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed; 12.3

  - de (c) the re 194
  - any Insurance in the event of the contractors during each contractor shall be destroyed: the production of these terms and conditions by the Contractor shall be sufficient evidence of the Contractors rights to receive the insurance proceeds direct from the insure without the need for any person dealing with the Contractor to make further enquiries; the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Client sells, dispose's or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for the Contractor and must pay or deliver the proceeds to the Contractor on demand: (d)
  - The Client should not convert or process the Materials or interactor on demand: the Client should not convert or process the Materials or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Contractor and must sell, dispose of or return the resulting product to the Contractor and must sell, unless the Materials have become fixtures the Client irrevocably authorises the Contractor to enter any premises where the Contractor believes the Materials have become fixtures the Client irrevocably authorises the Contractor to enter any premises where the Contractor or not delivery has occurred reps any indicest in the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of the Contractor; and the Contractor may commence proceedings to recover the Price of the Materials so in dividing that ownership of the Materials has not passed to the Client. 20.2 (e)
  - (f)
  - (g) (h)
  - (i)

- passed to the Client. 20.2
  Personal Property Securities Act 1999 (\*PPSA\*)
  13. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:

  (a) these ferms and conditions constitute a security agreement for the purposes of the PPSA; and
  (b) a security interest is taken in all Materials that have previously been 20.3 supplied and that will be supplied in the future by the Contractor to the Client and the proceeds from such Materials as listed by the Contractor to the Client undertakes to:
  20.4 (a) sign any further documents and/or provide any further information (such the Contractor may reasonably require to register a financing statement or financing change statement on the Personal Property Securities 21.1
  - thometod may federation to personal monotogradient and securities 21.
     Register and the statement of the personal Property Securities 21.
     (b) indemnify, and upon demand reimburse, the Contractor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Materials change thereby.
     (c) not register, or permit to be registered, a financing statement or a financing change statement in the Personal Property Securities Register or releasing any Materials change thereby.
     (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Materials or the proceeds of such Materials in alour of a hird party without the prior written consent of the Contractor and
     (d) immediately advise the Contractor of any material change in its business practices of selling Materials which would result in a change in the nature of proceeds derived from such sales.
     The Contractor and the Client agree that nothing in sections 114(1)(a), 133 21.2 and 134 of the PPSA shall apply to these terms and conditions.
     The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.
     Unless otherwise agreed to in writing by the Contractor, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
     Unless 13, nothing in these terms and conditions is intended to 148 of the apply experses provisions to the contractor guest 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
- 13.3
- 13.4
- 13.5
- 13.6 13.7
- 14. 14.1
- 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 Works, the Client charges all of its rights, title and interest (whether joint or several) in any land, reality or other assets capable of being charged, owned by the Client either 21.3 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 of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The terms of the charge and security interest are the terms of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Acl 2017. The Client indemnifies the Contractor from and against all the Contractors costs and disbursements including head costs on a collicities and the affect
- 14.2
- Land Transfer Act 2017. The Client indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Contractor's rights under this clause. The Client irrevocably appoints the Contractor and each director of the Contractor as the Client's frue and lawful altorney/s to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Client's behalf. 14.3
- 21.4 Defects and Returns of Materials 21.4 Defects and time being of the essence) holfly the Contractor of any alleged defect, shortage in quantily, damage or fallure to comply with the description or quuet. The Client shall allored the Contractor an opportunity to impect the Materials are defective in any way. If the Client shall fail to comply with these provisions the Materials shall be presented to be fee from any defect or damage. For defective Materials, which the Contractor has greed in writing that the Client is shall be replacing the Materials or repairing the Materials or the Materials with the Contractor's disbility is 21.7 imited to either (at the Contractor's disbility is 21.7 above.
- 15.2
- Warranties
   For Materials not manufactured by the Contractor, the warranty shall be the 22. current warranty provided by the manufacturer of the Materials. The 22.1 Contractor shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Materials.

To the extent permitted by statute, no warranty is given by the Contractor as to the quality or suitability of the Materials for any purpose and any implice warranty, is expressly excluded. The Contractor shall not be responsible for any loss or damage to the Materials, or caused by the Materials, or any par thereof however aftising.

Consumer Guarantees Act 1993 If the Client is acquiring Materials 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 Materials by the Contractor to the Client.

- Circlin. Intellectual Property Where the Contractor has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, doctuments, plans, schedules and products shall remain vested in the Contractor, and shall only be used by the Client at the Contractor's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Contractor. The Client warrants that all designs, specifications or instructions given to the Contractor will not cause the Contractor or loritinge any patent, registered design or trademark in the execution of the Clients order and the Client agrees to indemnify the Contractor against any action taken by a third party against the Contractor in respect of any such initingement. The Client agrees that the Contractor may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which the Contractor 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 Contractor's sole discretion such interest shall compound monthly at such a rate) after as well as before any indoment
- Interests Shall compound informing at source and rates and as being and the source any judgment. If the Client owes the Contractor any money the Client shall indemnify the Contractor from and against all costs and disburgements incurred by the Contractor from and against all costs and disburgements incurred by the Contractor in recovering the debt (including but not limited to infernal 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 rights or remedies the Contractor may have under this Contract in a Client has made payment to the Contractor, and the transaction 22.2.2 is subsequently reversed, the Client shall be liable for the amount of the Contractor under this clause 19, where it can be proven that such reversal is found to be lifequit, fraudulent or in contravention to the Client's obligations under this Contract, the Contractor and the remedies at law the Contractor [23].
- under this Confract. 23. Without prejudice to the Contractor's other remedies at law the Contractor 23.1 shall be entitled to cancel all or any part of any order of the Citent which remains unfulfilled not all amounts dwing to the Contractor shall, whether or not due for payment, become immediately payable if: (a) any money payable to the Contractor becomes overdue, or in the Contractor's optimon the Client will be unable to make a payment when it fails due;
- (b) the Client Contractor Client has exceeded any applicable credit limit provided by the
- Contractor:
  (c) the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or 23.2 makes an assignment for the benefit of its 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.

- is appointed in respect of the Client or any asset of the Client. Cancellation Without prejudice to any other rights or remedies the Contractor may have, if at any time the Client is in breach of any obligation (including those relating to payment and/or failure to remedy any breach in respect of this Contract within ter (10) working days of receipt by the Client of such notice/s) then the Contractor may suspend or terminate the supply of the Works. The Contractor may suspend or terminate the supply of the Works. The Contractor may cancel any Contract to which these terms and conditions supply or cancel delivery of Works at any time before the Works are contractor shall repay to the Client to the Client. On giving such notice the Price, less any amounts owing by the Client to the Contractor for Works aready whatoever arising from such cancellation. In the event that the Client cancellation delivery of Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by the liable for any and all loss incurred (whether direct or indirect) by the liable for any and all loss incurred to the Client's specifications, or for non-stocklist litems, will definitely not be accepted once production has commenced on an order has been placed. Privacy Policy
- 25. 25.1

- 21.4

  - and the right to request that the Contractor currect any incurrect resonant information. The Contractor will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in 26.9 accordance with he law. The Client can make a privacy complaint by contacting the Contractor via e-mail. The Contractor will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint, in the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Privacy Commissioner al <u>http://www.privacy.org.nz</u>. 26.10 26.10
  - Suspension of Works Where the Contract is subject to section 24A of the Construction Contracts Act 2002, the Client hereby expressly acknowledges that:

Please note that a larger print version of these terms and conditions is available from the Contractor on request. #34986 @ Copyright - EC Credit Control 1999 - 2021

- (a) the Contractor has the right to suspend work within five (5) working days of written notice of its infent to do so if a payment claim is served on the Client, and:
- (a) the Contractor has the right to suspend work within twe cory working uays of written notice of its infer to do so if a payment claim is served on the Client, and:
  (i) the payment is not paid in full by the due date for payment in accordance with clause 6.5 and/or any subsequent amendments or new legislation and no payment schedule has been given by the Client or leave designation and no payment schedule has been given by the Client of its payment. or
  (ii) the client has not compiled with an adjudicator's notice that the Client must be any one to the payment in the client in relation to the payment claim is not paid in full by the due date for its payment or
  (iii) the Client has not compiled with an adjudicator's notice that the Client must pay an amount to the Contractor by a particular date: and
  (v) the Contractor has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction Contract.
  (b) if the Contractor of ups of the other client of the the client and
  (ii) is not in breach of Contract: and
  (iii) is entitled to an extension of time to complete the Contract: and may at any time lift the suspension, even if the amount has not been available to the any aday unite the fluctor's determination has not been compiled with.
  (c) if the Contractor exercises the right to suspend work, the exercise of that right dees not.
  (d) affect and.
  (e) affect and.
  (ii) is not be the contract and Commercial Law Act 2017; or
  (iii) enable the Contract and Commercial Law Act 2017; or
  (ii) enable the Client under that Act as a direct consequence of the contractor on the client of exercise any rights that may otherwise have been available to the Client of the contract on suspending work, under this provision.
  (d) due to any ad cory on the client of that that addirect consequence of the contractor on the client under that Act as a direct

- (i) enable to the Client to each any final rink of which are to be the Contractor suspending work under third Act as a direct consequence of the Contractor suspending work under third. The client effectively precludes the Contractors obligations under this Contract, then without preduce to the Contractors obligations under this Contract. Then without preduce to the Contractors obligations under this Contract, then without preduce to the Contractors obligative after serving on the Client a written notice specifying the payment default or the act, omission or default upon which the suspension of the Works is based. All costs and expenses incurred by the Contractor as a result of such suspension and recommencement shall be payable by the Client as if they were a variation.
   If pursuant to any right conferred by this Contract, the Contractor suspends the Works and the default that led to that suspension continue due to the asylect to clause 20.1 for al least ten (10) working days, the Contractor shall be enabled to terminate the Contractor shall be discussed.
- If p
- 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 athe 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:

- in this contract; (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission:
- transmission; (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. (e) Any

- 24. Trusts
  24. Trusts
  24. If the Client 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 Client covenants with the Contractor as follows:

  (a) the Client as follows:
  (b) the Client covenants with a client covenants with the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust funder the Trust to enter rint the Client task follows:
  (b) the Client has full and contractive and authority under the Trust to enter rint the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client day and the trust on any other action which might prejudic that tright of undemnity.
  (c) the that right on withous comby withhold consent), cause, permit, or suffer to happen any of the following events:
  (i) any alteration to or variation of the terms of the Trust; (ii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.

- (iv) any resettlement or the user property.
  General Lien
  The risk of damage of any such items shall always remain with the Client and the Client is reguired to maintain insurance policies over those items while they are in the Contractors possession.
  Where the Client has left any item with the Contractor for repair, modification, texchange or for the Contractor to perform any other service in relation to the tiem and the Contractor to repair modification, the whole of any monies owing to it by the Client, the Contractor shall have, until all monies owing to the Contractor shall have, until all monies (a) allen on the item, any legislation applicable to the sale or disposal or uncollected goods.
  The lien of the Contractor shall continue despite the contractor having been obtained against the Client.

- been obtained against the Client. General Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by either adjuctation in accordance with section 2.6 of the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s). The failure by either party to enforce any provision of these terms and conditions shall no be treeded as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision shall be replacement(s). 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 the Vex 2eland and are subject to the jurisdiction of the Contractors of New Zealand. Subject to the CGA, the Contractor shall be under no liability whatseever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breact by the Contractor of these terms and conditions (alternatively the Contractors that exceed the Price of the Works). The Contractor may licence and/or assign all or any part of its rights and/or obligations under this Contract without the curiter as and/or ability and the consequence or assign without the writem approval of the Contractor. The Contractor may licence or assign without the writem approval of the Contractor.

- biligations: under tifts Contract without the Client's consent. The Client cannot licence or assign without the written approval of the Contractor. The Contractor may elect to subcontract out any part of the Works but shall on the 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 Contractors subcontractors without the authority of the Contractor. The Client agrees shall be cleaned to the Works but shall to the Client agrees shall be cleaned to the Client by disclosing such to the Client agrees shall be cleaned to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Contractor to provide Works to the Client makes a further request for the Contractor to provide Works to the Client. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation or regulation, clicclions, rules or measures being enforced by Governments or embargo, including, burdhwid destination ports), etc. (Force Majeure<sup>2</sup>) or other event beyond the reasonable control or either party. This clause does not apply to a failure by the Client and they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and vaild legal obligations on them.