PRENAIL

Account / Ref. No.

INITIAL CREDIT LIMIT

\$

Prenail Frames and Trusses Limited

DATA INPUTTED

DATE

PO Box 40016, UPPER HUTT 5140 Phone: (04) 528 0599 • Fax: (04) 527 3930 Email: sales@prenail.co.nz Web: www.prenail.co.nz GST No: 080-623-046

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 21 on the reverse.

This is a Credit Account Application	Form under the Construc	tion Contracts Act 2002.	Please read clause 21 on the re	verse.			
Client's Details: ☐ Individual ☐ Sole Tra	ader 🗆 Trust 🗆 P	artnership	any 🛘 Other:				
Full or Legal Name:							
Trading Name: (If different from above)							
Physical Address:				Postcode:			
Billing Address:				Postcode:			
Email Address:	Email Address:						
Phone No:	Fax No:		Mobile No:				
Personal Details: (please complete if you are an Individual)							
D.O.B. Driver's Licence No:							
Business Details: (please complete if you are a S	Sole Trader, Trust, Partne	rship, Company or Other	– as specified)				
Company Number:		Date Incorp. (current	owners):				
Nature of Business:			GST No: (if applicable)				
Paid Up Capital: \$	Estimated Monthly Pu	rchases: \$	Initial Credit Limit Required: \$				
Principal Place of Business is: ☐ Rented ☐	Owned □ Mortgaged	d (to whom):					
Directors / Owners / Trustee (if more than two, please attach a separate sheet)							
(1) Full Name:			D.O.B.				
Private Address:				Postcode:			
Driver's Licence No:	Phone No:		Mobile No:				
(2) Full Name:			D.O.B.				
Private Address:				Postcode:			
Driver's Licence No:	Phone No:		Mobile No:				
Account Terms: ☐ 20 Days ☐ COD	☐ Other:						
Purchase Order Required? ☐ YES	□ NO	Accounts to be ema	iled? ☐ YES ☐ N	0			
Accounts Email Address:							
Accounts Contact:			Phone No:				
Bank and Branch:			Account No:				
Trade References: (please provide companies th	at are willing to do trade r	eferences)					
Name:	Addre	ess:	Phone / Fax / Email:				
1.							
2.							
3.							
certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Prenail Frames and Trusses 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 clause therein.							
SIGNED (CLIENT):		SIGNED (PF&T):					
osition: Position:		Position:					
WITNESS TO CLIENT'S SIGNATURE:							
Signed:		Name:	Date				
OFFICE USE ONLY							

APPROVED BY

Prenail Frames and Trusses Limited

PO Box 40016, UPPER HUTT 5140 Phone: (04) 528 0599 • Fax: (04) 527 3930 Email: sales@prenail.co.nz

Web: www.prenail.co.nz GST No: 080-623-046

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Prenail Frames and Trusses Limited and its successors and assigns ("PF&T") at the request of the Guarantor(s) named below (as is now acknowledged) supplying and continuing to supply products and/or services to

("the Client") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY TO:

- 1. **GUARANTEE** the due and punctual payment to PF&T of all monies which are now owing to PF&T by the Client and all further sums of money from time to time owing to PF&T by the Client in respect of products and services supplied or to be supplied by PF&T to the Client or any other liability of the Client to PF&T, and the due observance and performance by the Client of all its obligations contained or implied in any contract with PF&T, including but not limited to the Terms & Conditions of Trade annexed to this Guarantee and Indemnity. If for any reason the Client does not pay any amount owing to PF&T the Guarantor will immediately on demand pay the relevant amount to PF&T.
- 2. **HOLD HARMLESS AND INDEMNIFY** PF&T on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, PF&T in connection with:
 - (a) the supply of products and/or services to the Client; or
 - (b) the recovery of monies owing to PF&T by the Client including the enforcement of this Guarantee and Indemnity, and including but not limited to PF&T's nominees' costs of collection and legal costs; or
 - (c) monies paid by PF&T with the Client's consent in settlement of a dispute that arises or results from a dispute between, PF&T, the Client, and a third party or any combination thereof, over the supply of products and/or services by PF&T to the Client.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT:

- 3. PF&T shall have the right, at its absolute discretion:
 - (a) to request the Guarantor on demand to complete and register a mortgage (in the form of the then current The Law Association (ADLS) all obligations mortgage) over any interest in any property owned or held by the Guarantor (whether a beneficial or legal interest and as trustee or otherwise); and
 - (b) to lodge a caveat against the title to any property in respect of which the Guarantor owns or holds an interest (whether a beneficial or legal interest and as trustee or otherwise),

to secure the obligations of the Guarantor under this Guarantee and Indemnity and the Guarantor irrevocably appoints PF&T as the attorney of the Guarantor for the purpose of PF&T exercising its rights under this clause whilst any obligations under this Guarantee and Indemnity remain outstanding. Where the Guarantor holds an interest in property as trustee, then for the purposes of this clause, the Guarantor warrants that it has the authority of any co-trustee (if any) to grant PF&T the rights arising under this clause and such grant is authorised by the relevant trust deed.

- 4. I/We have received, read and understood PF&T's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.
- 5. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to PF&T by the Client and all obligations herein have been fully paid satisfied and performed.
- 6. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on PF&T'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 PF&T, each Guarantor shall be a principal debtor and liable to PF&T accordingly.
- 7. If any payment received or recovered by PF&T is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and PF&T shall each be restored to the position in which they would have been had no such payment been made.
- 8. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor below, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor (which 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.
- 9. I/We irrevocably authorise PF&T to obtain from any person or company any information which PF&T may require for credit reference purposes. I/We further irrevocably authorise PF&T to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with PF&T as a result of this Guarantee and Indemnity being actioned by PF&T.
- 10. The above information is to be used by PF&T for all purposes in connection with PF&T considering this Guarantee and Indemnity and the subsequent enforcement of the same.
- 11. 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 PF&T.

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

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

Note: If the Client is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

Prenail Frames and Trusses Limited - Terms & Conditions of Trade

- Denninons

 "Client" means the person's, entities or any person acting on behalf of and with
 the authority of the Client requesting PF&T to supply the Products as specified in
 any proposal, quotation, order, invoice or other documentation, and:
 (a) if there is more than one Client, is a reference to each Client jointly and
- severally; and (b) if the Client is a partnership, it shall bind each partner jointly and so
- (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee;
- anu
 (d) includes the Client's executors, administrators, successors and permitted
- (d) includes the Client's executors, administrators, successors and permitted assigns.
 1.2 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including to information such as: name, address, D.O.B., occupation, driver's license details, electronic contact (emal; Arecoboc or Twitter details), medical insurance details or next of kin and other contact irrimation (where applicable), previous credit applications, readth lishoy) and princing details.
 1.3 "Contract" means the terms and conditions contained herein, together with any Coutation, order, invoice or other document or amendments expressed to be supplemental to his Contract.
 1.4 "Cookies" means small files which are stored on a user's computer. They are
- Quantization, other, involves or other occument or amendments expressed to be experimental to this Courtext.

 Supplemental to this Courtext has a supplemental to the courtext of the supplemental or other supplement

- of the Products.

 Or Purchase Money Security Interest" has the meaning given in the PPSA 11 "Services" means any services performed by PF&T as part of supply Products or otherwise as requested by the Client.
- The Client is taken to have exclusively accepted and is immediately bound, jointly

- 2. Acceptance
 2. Acceptance
 2. The Client is tablen to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts Delivery of the Products.
 2.2 In the event of any increasing 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.
 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
 2.4 Any advice, recommendation, information, assistance or service provided by PFAT in relation to Products or Services supplied is given in good affit, is based on PFATs on knowledge and experience and shall be accepted without liability on the part of PFAT and it shall be the responsibility of the Client confirm the accuracy and reliability of the same in light of the use to which the Client makes or the client acknowledges and accepts that
 (a) the supply of Products on credit shall not take effect until the Client has completed a credit application with PFAT and it has been approved with a credit limit established for the account; and it has been approved with a credit limit established for the account; and it has been approved with a credit limit and/or the account acceeds the payment terms. PFAT reserves the right to refuse Delevey, and

- imit and/or the account exceeds the payment terms, PFA I reserves the night to refuse Delivery, and
 (of the supply of Products for accepted orders may be subject to availability and
 if, for any reason, Products are not or cases to be available, PFAT reserves
 the right to vary the Price with alternative Products as per clause 6.2, subject
 to prior confirmation and agreement of both parties. PFAT also reserves the
 right to halt all Products and/or Services until such time as PFAT and the
 Client agree to such changes. PFAT shall not be light to the Client for any
 loss or damage the Client suffers due to PFAT exercising its rights under this
 clause.
- clause.

 Elevante State State
- Law Ad 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

 27 PFAT is entitled at any time to assign to any other person all or part of the debt owing by the Client to PFAT. In the event of the sale of PFAT business or a substantial portion thereof PFAT shall be entitled to novate these terms and conditions and all contracts created cursuant to them to the purchaser of PFAT business upon giving notice to the Client, and the Client agrees to such novelan. CS The Client accepts and acknowledges that all tags and notes on the original quotation will apply. By signing the order form, the Client agrees to those terms set in the nurtitation.

quotistum research as in the quotation. Authorised Representatives The Client acknowledges that PF&T shall (for the duration of the Services) liaises directly with one (1) authorised representative, and that once introduced as such to PF&T, that person shall have the full authority of the Client to order any continuous control of the Client to present and the control of the Client to present and the control of the Client to present any variation thereto on the Client's control of t to PF41, that person stress intereure or or automotion thereto on the Client's penducts and/or Services, and/or to request any variation thereto on the Client's behalf. The Client accepts that they will be solely liable to PF41 for all additional costs incurred by PF41 (including PF41's profit margin) in providing any Products and/or Services, or variation's requested thereto by the Client's duly authorised reasonsantative.

Errors and Omissions

- 4. Errors and umissions 4. The Client acknowledges and accepts that PF&T shall, without prejudice, accept no lability in respect of any alleged or actual energis) and/or omesion(s): (a) resulting from an inadvertent insikale made by PF&T in the formation and/or administration of this Contract, and/or (b) contained informitted from any literature (fixed copy and/or electronic) supplied by PF&T in respect of the Product and/or Services.

- supplied by PF8T in respect of the Product and/or Services.

 2 In the evert such an error and/or omission cours in accordance with clause 4.1, and is not altitudable to the negligence and/or willish missconduct of PF8T, the Clause 1.6 Change in Control

 5.1 The Client shall not be entitled to treat this Contract as repudiated nor remoter it invalid.

 5.1 The Client shall give PF8T not less than fourteen (14) days prior written notice of any proposed change of owneship of the Client and/or any other change in the Client's stellar stellar to a control prior or the standard stellar to change in the Client's and to contact phone or fax numberls', change of trustees or business practice). The Client's shall be liable for any loss incurred by PF8T as a result of the Client's stallar to comply with his clause.

 6. Price and Pyment

 1.4 IPF8T's see discretion the Price shall be PF8T's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

- cause b.c.) which will do value for the pendo state on the quotation of ornewise for a period of this (70) days. PF&I reserves the right to change the Price: (a) if a variation to the Poducts which are to be supplied is requested; or (a) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or (a) if during the DFAT to the Services, the Poducts are not or cases to be an original to the property of the Services or the PFAT reserves the right to provide alternative Poducts.
- avasition from 1 mile party suppries, tier in Pro 1 reserves lie injin to provide alternative Products, or where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, atterations to pleas or rescheduling of any part of the Products, revent of defailing, limitations to accessing the size, additionally of machinery, safety considerations, accurate measurements provided by the Client, storage, etc.) which are only discovered on commencement of the Services.
- (e) in the event of increases to PF&T in the cost of labour or materials which are beyond PF&T's control.
- beyond Pf-&Ts control.
 6. Variations will be charged for on the basis of Pf-&Ts quotation, and will be detailed in writing, and shown as variations on Pf-&Ts invoice. The Client shall be required to respond to any variation submitted by PfST within ten (10) working days. Failure to do so will entitle Pf-&T to add the cost of the variation to the Price. Peyment for all variations must be made in full at the time of their Price. Peyment for all variations must be made in full at the time of their
- At PF&T's sole discretion a non-refundable deposit may be required
- Time for payment for the Products being of the essence, the Price will be payable by the Client on the date's determined by PF&T, which may be:
 a before Delivery of the Products;
 the date specified on any invoice or other form as being the date for payment;

- or in the date of any incidence given to the Collection of Collection of the Collect
- 6.8 PF&T may in its discretion allocate any payment received from the Client towards any invoice that PF&T determines and may do so at the time of receipt or at any time afterwards. On any default by the Client PF&T may re-allocate any payments previously received and allocated. In the absence of any payments.

- ation by PF&T, payment will be deemed to be allocated in such manner as erves the maximum value of PF&T's Purchase Money Security Interest in
- preserves the maximum value of PRTST shurbase Money Security Intenst in 6.9 Thoducts.

 5.9 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or daimed to be owed to the Client by PFST nor to withhold payment of any moros because part of their invoice is in disjute unless the request for payment by the Client is a claim made under the Construction Contracts Act 2002.
- ess otherwise stated the Price does not include GST. In addition to the Price Unless otherwise stated the Price does not include SST. In addition to the Price, the Client must pay to PFRT am sun type to PRT am sun the Client must pay to PFRT am sun type to any supply by PFRT burder this or any other contract for the sale of the Products. The Client must pay SST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay on their taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price. Delivery of Products
- Delivery of Products
 Delivery ("Delivery") of the Products is taken to occur at the time that:
 (a) the Client or the Client's nominated carrier takes possession of the F at PF&T's address; or
 (b) PF&T's nominated carrier) delivers the Products to the nominated address even if the Client is not present at the address.
- 7.2 AI PFâT's old discretion the cost of Delivey is in addition to the Prica.
 7.3 Any time specified by PFâT for Delivey is in addition to the Prica.
 7.3 Any time specified by PFâT for Delivey of the Products is an estimate only. The Client must take Delivery by recipit or collection of the Products whenever they are tendered for Delivey. PFâT will not be liable for any loss or damage incurred by the Client as a rest of Delivey being late. In the event that the Client is a unable to take Delivery of the Products as arranged then PFâT shall be entitled to charge a reasonable fee for redelivery and/or storage commencing from the day following completion of each stage.
- asy tollowing completion of each stage. PF&T may deliver the Products in separate installments, which shall each be treated as a separate contract subject to these terms and conditions. Each separate installment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- Risk of damage to or loss of the Products passes to the Client on Delivery and the Client must insure the Products on or before Delivery.

- 1. Risk of damage to or loss of the Products passes to the Client on Delivery and
 the Client must insure the Products on rebefore Delivery but prior to
 any of the Products are damaged or destroyed following Delivery but prior to
 ownership passing to the Client (PF 8T is entitled to receive all insurance
 proceeds payable for the Products. The production of these terms and conditions
 by PF8T is sufficient evidence of PF8T is rights to receive the insurance proceeds
 without the need for any person dealing with PF8T to make further enquiries.
 3. If the Client requests PF8T to leave Products outside PF8T premises for
 collection or to deliver the Products to an unstended location then such Products
 shal be left at the Client's older is easily may exhibit variations in texture, shade,
 codur, surface, finish, markings, vening, and contain natural fissures,
 occlusions, and indentations. Whilst PF8T will make every effort to match sales
 samples to the finished Products, pPF8T accepts no lability whatsever where
 such samples differ to the finished Products supplied.
 5. Timber is a rightroscopic material subject to expansion and contraction, therefore
 PF8T will accept no responsibility for any swelling of the products as a result of
 rain and profunged exposure to moisture or timeperative changes.
 6. The Client acknowledges that Products supplied may exhibit variations in shade
 tone, colour, texture, surface and finish, and may face or change colour over
 time. PF8T will make every effort to match batches of product supplied in order
 to minimise such variations to that all not be label in any way whistoever where
 such variations occur.
 7. The Client acknowledges and accepts that no items are to be stored in or on the
- to minimise such variations out shall not be label in any way whatsoever where such variations could be such variations could be such variations could be supported or fixed to the fluxese that is not any materials supported or fixed to the fluxese that is not specified on the plans. PFST shall not be liable for any losses, damages or costs as a result of the Client falling to comply with this dause. The client shall be replicated to erect fluxeses immediately on delivery and in the Client shall be replicated to erect fluxeses immediately on delivery and to accordance with these shall be replicated for costs as a result of the Client's failure to comply with this clause. Where PFST is to provide replectment of the Product, all costs and the client's fluxes to comply with this clause. Where PFST is to provide replectment of the Product, all costs and the product and costs are considered to the client's fluxes to comply with this clause. Where PFST is to provide replectment of the Product, all costs and the product and costs are considered to the provide replectment of the Product, all costs are considered to the client's fluxes. shall be charged to the Client
- shall be charged to the Client.

 The Client acknowledges and accepts that the trusses are engineered products to precise specifications. Aft to time (whether part of a warranty claim or not) will the Client, the Client's authorised representatives or any other third party tradesment out or after the trusses in any way without the written consent of PEAT.

 Any warranty shall be null and void where trusses are modified without prior written consent of PEAT.

- written consent of FFAT.

 Accuracy of Client's Plans and Measurements

 FFAT shall be entitled to rely on the accuracy of any plans, specifications

 (including any CAD drawings) and other information provided by the Client. The

 Client acknowledges and agrees that in the event that any of this information

 provided by the Client is accurate, PFAT accepts no responsibility for any loss

 damages, or costs however resulting from these inaccurated plans, specifications
- damages, or costs however resulting from these inaccurate plars, specific or other information. In the event the Client jewes information relating to measurements and quart of the Products required to complete the Services, it is the Client's response to verify the accuracy of the measurements and quantities, before the PST4T places an order based on these measurements and quantities. PST4T places are one through the comparison of the particular accepts on responsibility for any loss, damages, or costs however resulting the Client's failure to comply with this claim.
- 10. Access
 10.1 The Client shall ensure that PF&T(or PF&Ts nominated carrier) has clear and
 10.1 The Client shall ensure that PF&T(or PF&Ts nominated carrier) has clear and
 free access to the site at all times to enable them to deliver the Products. PF&T
 (or PF&Ts nominated carrier) shall not be liable for any loss or damage to the
 site (including, without limitation, damage to pathways, driveways and considered
 or peved or grassed areas) unless due to the negligence of PF&T (or PF&Ts

- nominated carrier).

 11. Title

 11. Fit3T and the Client agree that ownership of the Products shall not pass until:

 (a) the Client has paid PFAT all amounts owing to PFAT, and

 (b) the Client has met all of its other obligations to PFAT.

 12. Receigt by PFAT of any from of poyment other than each shall not be deemed to be payment until that from of payment has been honoured, cleared or recognised.

 13. It is further agreed that until ownership of the Products passes to the Client in accordance with clause 11.:

 (a) the Client is only a ballee of the Products and must return the Products or PFAT on request.

 (b) the Client notice the benefit of the Client's insurance of the Products on trust for PFAT and must not by FFAT the proceeds of any insurance in the event

- the Client holds the benefit of the Client's insurance of the Products on fust for PFET and must pay to PFET the proceeds of any insurance in the event of the Products being lost, damaged or destroyed. The the Client must not self, dispose, or otherwise part with possession of the Products other than in the ordinary course of business and for market value. If the Client size, disposes or parts with possession of the Products then the Client must hold the proceeds of any such a con trust for PFET and must pay to deliver the proceeds to PFET on demand.
- pay or alewer the proceeds to PF&T on demand;
 the Client should not convert or process the Products or intermix them with
 other goods but, if the Client does so then the Client holds the resulting
 product on frust for the benefit of PF&T and must set, dispose of or return
 the resulting product to PF&T as it so directs;
 the Client revocably authorises PF&T to enter any premises where PF&T
 believes the Products are kept and recover possession of the Products;
 PF&T may recover possession of any Products in transit whether or not
 Deliver has coursed:
- (f)
- Delivery has occurred;
 the Client shall not charge or grant an encumbrance over the Products grant nor otherwise give away any interest in the Products while they rem the property of PF&T;
 PF&T may commence proceedings to recover the Price of the Products s
- (n) Prh I may commence proceedings to recover the Price of the Products sold notwithstanding that ownership of the Products has not passed to the Client. Personal Property Securities At 1999 (PPSA").
 1.As security for all of the Client's obligations under these terms and conditions (including for payment of any money owing to PF&T), the Client acknowledges and agrees that.
- ese terms and conditions constitute a security agreement for the purposes
- the Client grants a security interest in all the Products, together with the Proceeds of such Products, that PF&T agrees to sell to the Client under any Proceeds of such Products, that PF&T agrees to sell to the Client under any contract; and the Client grants a security interest in all of the Client's present and after acquired personal property (as defined in the PPSA).
- The security interests granted under this clause shall continue until all sums owing by the Client to PF&T for Products supplied have been peid in full. 12.2 The Client undertakes to:
- The Clart 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 PFAT may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;

 (b) indemnify, and upon demand reimburse, PFAT for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Products charged thereby.
- thereby; not register, or permit to be registered, a financing statement or a financing
- change statement in relation to the Products and/or collateral (acc favour of a third party without the prior written consent of PF&T; and

- (d) immediately advise PF&T of any material change in its business practices of selling the Products which would result in a change in the nature of proceeds
- derived from such sales.

 12.3 PF&T and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the
- 12.3 PFAT and the Client agree that nothing in sections 114(1)(a), 13.5 and 1.5% or use PFAS shall agreely to these teams and conditions. 12.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PFAS. A 12.5 Unless otherwise agreed to in writing by PFAT, the Client waives its right to receive a verification statement in accordance with section 148 of the PFAT.
- 12.7 Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PFSA.
 13. Real Property Security and Charge
 13.1 To secure the Client's obligations under these terms and conditions (including for

- 1 To secure the Client's obligations under these terms and conditions (including for payment of any money owng to PFST), the Client agrees that PFR's shall have the right, at its absolute discretion and upon written request to the Client: (a) to require the Client on demand to complete and register a mortgage (in the form of the then current. The Law Association (ADLS) all obligations mortgage) over any interest in any property owned or held by the Client (whether a beneficial or legal interest and as frustee or otherwise); and (b) to lodge a covered against the title to any property in respect of which the Client owns or holds an interest (whether a beneficial or legal interest and as trustee or otherwise).
- Client owns or holds an interest (whether a beneficial or legal interest and as trustee or otherwise).

 To further secure the Client's obligations under these terms and conditions (including for payment of any money owing to FFAT), the Client inverocably appoints PFAT as the attorney of the Client for the purpose of PFAT exercising in sights under this clause whist any of the Client's obligations remain in the purposes of this clause, the Client warrants that these the attorney of the purposes of this clause, the Client warrants that these the authority of any contacted (if any) paner PFAT the night saring under this clause and such grant is authorised by the relevant trust deed.
- The Client shall inspect the Products on Delivery and shall within seven of Delivery (time being of the essence) notify PF&T of any alleged of Delivery (time being of the essence) notify PF&T of any alleged defect, shortage in quantity damage or failure to comply with the description or quite. The Client shall affind PF&T an opportunity to inspect the Products within a reasonable time following Delivery if the Client shelleves the Products are defective in any way. If the Client shall fail to comply with these provisions the Products as hall be presumed to be free from any defect or damage. For defective Products, which PF&T has agreed in writing that the Client is entitled to reject, PF&Ts is ability is limited to either (at PF&Ts discretion) replacing the Products or repairing the Products.

 2 Products will not be accepted for return other than in accordance with 14.1 above, and provided that
- - PF&T has agreed in writing to accept the return of the Products; and the Products are returned at the Client's cost within seven (7) days of the
 - Delivery date; and (c) PF&T will not be liable for Products which have not been stored or used in a
- (c) PFAT will not be lable for Products which have not been stored or used in a proper manner and (d) the Products are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.

 14.3 PFAT will not accept the return for no-defective Products made to the Client's specifications are not acceptable for credit or return.

 15. Warranty and Limitation of Liability

 15. PFAT warranty and Limitation of Liability

 16. PFAT warrants that it will repar or replace defective Products which it may be considered to the control of the Client (d) the Client provides PFAT all of the relevant and correct details on plans and/or written format.

 (e) the Client advises PFAT any change which could impair the structural

- and/or written format.

 (a) the Client advises PF&T any change which could impair the structural efficiency of a roof or wall frame and seeks advice of PF&T and follows same; (b) the frames and frusses must only be tacked and no other frings, cladings or materials applied to them; and (c) the frames and frusses must have been stored in a proper manner. For Products that the Client is entitled to reject in accordance with this clause 15, PF&Ts states (re) rejeating or replacing the
- Products

 15. For Products not manufactured by PF&T, the warranty shall be the current warranty provided by the manufacturer of the Products. PF&T shall not be bound by not be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Products.

 15.3 Except for the warrantee sexpressly set out in this clause 15, but subject to clause 15.1, to the maximum earther premitted by law PF&T expressly excubes all other conditions, warranties, guerantees, descriptions, representations, conditions as to fitness or subability or fitness for any purpose, tolerance to any conditions, merchantability, appearance, safely, durability or otherwise (whether of a like nature or not) and whether express or implied by law, thade usston or otherwise.

 15.4 Notwitstanding any other provision of these terms and conditions, other than clause 16.1 under no rizmatheroses, shall PF&T the labels to the Client or any clause 16.2 the labels to the Client or any
- clause 16.1, under no circumstances, shall PF&T be liable to the Client or any
- othite perfor any:

 (a) loss of profits;
 (b) consequential loss or damage;
 (c) indirect loss or damage; or
 (d) special loss or damage of ny kind. (5.5) Special toss of unlisting or lary shut subject to clause 16.1, PF&T's total liability (whether in contract, statute, tort, including negligence, or otherwise) howscover arising) for any claim by the Client, or any other person, relating to or arising from the supply of Products or any quotation or estimate given shall not exceed the prince of the Products to which the claim relates.
- exceed the price of the Products to which the claim relates.

 Consumer Guarntees Act 1933

 If the Clear is acquiring Products for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1930 do not apply to the supply of Products by PF&T to the Client. Nothing in these terms and conditions is intended to contract out of the provisions of the Consumer Guarantees Act 1933, except to the extent permitted by that Act.

- Guarantees Act 1993, except to the extent permitted by that Act.

 I will because I Property

 I Where PF&T has designed, drawn or developed Products for the Client, then the
 copyright in any designs and drawings and documents shall ename the property

 OFF&T. Under no circumstances may such designs, drawings and documents
 be used without the express written approval of PF&T.

 I The Client warrais that all designs, specifications or instructions given to PF&T

 will not cause PF&T to infinge any patent, registered design or trademark in the
 execution of the Client's order and the Client agrees to indemnify PF&T against
 any action taken by a third party against PF&T in respect of any such
 infingement.
- infringement.

 3 The Client agrees that PF&T may (at no cost) use for the purposes of marketion entry into any competition, any documents, designs, drawings or Produ which PF&T has created for the Client.
- 18. Default and Consequences of Default

- with the control of t
- amounts owing to PF8T shall, whether or not due for payment, become immediately payable if.
 (a) any money payable to PF8T becomes overdue, or in PF8T's opinion the Client will be unable to make a payment when it falls due;
 (b) the Client has exceeded any applicable credit limit provided by PF8T;
 (c) the Client 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
- остранентя или trie 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.

 Cancellation
- Cancellation

 Without prejudice to any other rights or remedies PF&T 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 ten (10) amuni initiute un retiredy any preach in respect of this Contract within ten (10 working days of receipt by the Client of such notice(s) then PF&T may suspend the Services immediately. PF&T will not be liable to the Client for any loss odamage the Client suffers because PF&T has exercised its rights under this

- 19.2 PFAT may cancel any contract to which these terms and conditions apply or cancel Delivery of Products at any time before the Products are delivered by giving written notice to the Client. On giving such notice PFAT shall repay to the Client any money paid by the Client for the Products. PFAT shall not be liable for any loss or damage whatsoever arising from such cancellation.

 19.3 in the event that the Client cancels Delivery of Products the Client shall be liable for any and alloss incurred (whether direct or indirect) by PFAT as a direct shall be liable for any and alloss incurred (whether direct or indirect) by PFAT as a direct shall be liable of any and alloss incurred (whether direct or indirect) by PFAT as a direct shall be a shall be accelerated in the cancellation (including, but not limited to, any loss of profits).

 19.4 Cancellation of orders for Products made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been nibased.
- - or an order has been placed.

- stockisk items, will definitely not be accepted once production has commenced, or an order has been placed.

 20. Privacy

 21. PFAT may solled, use and disclose personal information that identifies the Client or the Client's representatives (the 'Client's Personal Information') in accordance with this clause and the Privacy Act 2020.

 22. PFAT may use the services of credit reporting and debt collection agencies on an on-going basis, and may exchange the Client's Personal Information with those agencies (including information about default and repayment history). Those agencies may retain the Client's Personal Information and provide that information to other customers who use their services.

 23. PFAT may use the Client's Personal Information Tederic marketing purposes (including by email and other electronic means), unless the Client notifies PFAT that it does not wish in occeive direct marketing in purposes (including by email and other electronic means), unless the Client notifies PFAT.

 23. 4If the Client provides PFAT with any personal information bethe information, the Client confirms that it is authorised by the individual concerned to provide heir personal information to PFAT and the proposal provides PFAT for client of information about them and that it has informed the individual concerned to provide heir personal information between the collection of their rights to occure and their personal information about them contributed to the proposal provides PFAT for and the right to request PFAT for contributed to the contributed of the personal information and the long that it has been the right to request PFAT for center had by PFAT for center had by PFAT for center had by PFAT for the right to request PFAT for center had by PFAT for the height to request PFAT for center had by PFAT for the height provides for the whole high the height of sable the Collect first by selecting the option to enable / disable provided on the website, prior to using the website. Then the Client all has been first to request PF

- using the website.

 Suspension of Services

 1 Where the Contract is subject to the Construction Contracts Act 2002, the Client
 hereby expressly acknowledges that:

 (a) PFAT has the right to suspend work within five (5) working days of written
 notice of is intent 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

 (i) a scheduled amount stated in a payment schedule issued by the Client
 in relation to the payment claim is not paid in full by the due date for its
 payment; or

 - 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 PFAT by a particular date; and (iv) PFAT has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction Contract. If PFAT suspends work, or contract the construction contract (if PFAT suspends work) or contract, and
- is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client;
- (iii) is entitled to an extension of time to complete the Contract; and (iv) keeps its rights under the Contract including the right to terminate the Contract; and may at any time filt he suspension, even if the amount has not been paid or an adjudicator's determination has not been
- complied with. (c) if PF&T exercises the right to suspend work, the exercise of that right does
 - not:
 (i) affect any rights that would otherwise have been available to PF&T under the Contract and Commercial Law Act 2017; or
- under the Contract and Commercial Law Act 2017; or

 (ii) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of PF&T
- available to the Client under thai Act as a direct consequence of PHs i suspending work under this provision;

 (d) due to any act or omission by the Client, the Client effectively precludes PF8T from continuing the Services or performing or complying with PF8T's obligations under this Contract, then without prequise to PF8T's other rights and remedies, PF8T may suspend the supply of the Products immediately after serving on the Client a witten notice specifying the payment default or the act, omission or default upon which the suspension of the Services is based. All costs and expenses incurned by PF8T as a result of such suspension and recommencement shall be payable by the Client as if they
- ere a variation. suant to any right conferred by this Contract, PF&T suspends the supply of If pursuant to any right contented by this Contract, PF-61 suspends me supply of the Products and the default that led to that suspendion continues un-emedied subject to clause 19.1 for all tests ten (10) working days, PF-81 shall be entitled to termine the contract, in accordance with clause 19. Service of Notices

 Service of Notices

 Any witten notice given under this Contract shall be deemed to have been given
- - by handing the notice to the other party, in person;
- by leaving it at the address of the other party as stated in this Contract; by sending it by registered post to the address of the other party as stated in this Contract;
- this Contract; 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; if sent by email to the other party's last known email address.
- (e) it sens by either to the other party stass known either address. 22 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.
 23. Trusts
- Trusts

 1 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 PF&T may
- If the Client at any time upon or subsequent to entening in to the Contract is acting in the capeaby of tuseed early trust if Trust; then whether or not PF&T may have notice of the Trust, the Client covenants with PF&T as follows:

 (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;

 (b) the Client has full and complete power and authority under the Trust or enter into the Contract and the provisions or the Trust or the purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or committ any treach of trust or be a party to any other action which might prejudice that right of indemnity.
- indemnity; the Client will not without consent in writing of PF&T (PF&T will not unreasonably withhold consent), cause, permit, or suffer to happen any of
 - unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:

 (i) the removal, replacement or retirement of the Client as trustee of the
 - Trust;
 (iii) any alteration to or variation of the terms of the Trust;
 (iii) any advancement or distribution of capital of the Trust; or
 (iv) any resettlement of the trust property.

- 24.1 The failure by either party to enforce any provision of these terms and conditions The liamite by these pany or enlocke any provision of reserve lens and contractive shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision it flars provision of these terms and conditions shall be mailed, vide, legally and enforceability of the remaining provisions shall not be affected, prejudiced or imperiend.
- prejudiced or impaired.

 24 PFRT may licence, assign or novate all or any part of its rights and/or obligations under this Contract without the Client's consent, provided, in the case of obligations, the novations for gramme reasons.

 24 3 The Client cannot licence or assign without the written approval of PFRT.

 24 PFRT 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 obing. Furthermore, the Client agrees and undestands that they have no authority to give any instruction to any of PFRTs sub-contractors without the authority of STR Client Contractors without the authority of STR Client Contractors.
- FF8T. The Client agrees that PF8T may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed 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 FF8T to provide Products to the Client after the date of
- notification.

 24.5 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, look-out, industrial action, fire, flood, storm or other event beyond the measonable control of either party.

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

 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.