

## **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

## **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.

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Client's Details: ☐ Individual ☐ Sole Trader ☐ Trust ☐ Partnership ☐ Company ☐ Other:							
Full or Legal Name:							
Trading Name: (If different from above)							
Physical Address:						Postcode:	
Billing Address:						Postcode:	
Email Address:							
Phone No: Fax No:					Mobile No:		
Personal Details: (please complete if you are an Individual)							
D.O.B.			Driver's Licence No:				
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)							
Company Number: Da				Date Incorp. (current owners):			
Nature of Business:					GST No: (if applicable)		
Paid Up Capital: \$ Estimated Monthly Purc				chases: \$	Credit Limit Required: \$		
Principal Place of Business is: ☐ Rented ☐ Owned ☐ Mortgaged (to whom):							
Directors / Owners / Trustee (if more than two, please attach a separate sheet)							
(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 emailed? ☐ YES ☐ NO							
Accounts Email Address:							
Accounts Contact:					Phone No:		
Bank and Branch:					Account No:		
Trade References: (please provide companies that are willing to do trade references)							
Nar	ne: Addres			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 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 Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Client I shall be personally liable for the performance of the Client's obligations under this contract.							
SIGNED (CLIENT):            SIGNED (PF&T):							
Name:				Name:			
Position:				Position:			
WITNESS TO CLIENT'S SIGNATURE:							
Signed:				Name:	Date:		
OFFICE USE ONLY							
Account / Ref. No.	CREDIT LIMIT		AP	PROVED BY	DATA INPUTTED	DATE	
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## Prenail Frames and Trusses Limited – Terms & Conditions of Trade

allocated. In the absence of any payment allocation by PF8T, (d) payment will be deemed to be allocated in such manner as preserves the maximum value of PF8Ts Purchase Money Security Interest (as defined in the PF8S) in the Products.

12.3 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by PF8T nor to withhold payment of any invoice because part of that through cis in dispute unless the request for payment by the Client is a claim made under the Construction Contrads At 2020. Unless otherwise stated the Price does not include GST. In addition. The Client shall be constructed to the STP8T and the products. The Client must pay GST, without deduction or set off of any other amounts, at the same man and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in 13.1 the Price. reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows a such as pixels and web beacons (if applicable), such technology allows be cookied on of Percoal Information and the Client's. IP address, browser, email client type and other similar details; tracking website usage and traffic; and reports are available to PF&T when PF&T sends an email to the Client, so PF&T may collect and review that information (collectively Personal Information) in order to enable? disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable? If such that the Cookies first by selecting the option to enable? Idisable provided on the website prior to proceeding with a purchaselorder via PF&T's website. **Definitions** "Contract" means the terms and conditions contained herein, immediately advise PF&T of any material change in its business practices of selling the Products which would result in a change in practices of selling the Products which would result in a change in the nature of proceeds derived from such sales.

PF&I and the Client agree that nothing in sections 114(1/g), 133 (and 134 of the PPSA shall apply to these terms and conditions. (b). The Client waives its rights as a debtor under sections 116, 120(2), (c) 121, 125, 126, 127, 129, and 131 of the PPSA.

Unless otherwise agreed to in writing by PF&I. the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.

The Client shall unconditionally ratify any actions taken by PF&I under clauses 12 to 12.5.

Subject to any express provisions to the contern (including these "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.

and assigns or any person acting on behalf of and with the authority of Prenail Frames and Trusses Limited. "Client" means the persons, entities or any person acting on behalf of and with the authority of the Client requesting PF&T to provide the Services as specified in any proposal, quotation, order, invoice 6:10 or other documentation, and:

If there is more than one Client, is a reference to each Client jointly 1.2 1.3 the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via PF&Ts website.

The Client authorises PF&T or PF&T's agent to: access, collect, retain and use any information about the Client () (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or I witter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, the Ministry of Justice) for the purpose of assessing the Client's the Ministry of Justice) for the purpose of assessing the Client's continued to the Client, whether collected by PF&T from the Client directly or obtained by PF&T from any other source, to any other credit provider or any credit reporting apency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.

Where the Client is an individual the authorities under clause 20.3 are authorities or consents for the purposes of the Privary Act 1993. The Client shall have the night to request PF&T for a copy of the Personal Information about the Client retained by PF&T from the Client the Object of the Client about the Client retained by PF&T from the Client the Object of the Client Set of Set The Uniter stem uncontained and the contrary (including those contained in this dause 12), nothing in these terms and conditions is intended to have the effect of contracting out of any of the movisions of the PFSA. (a) and severally, and if the Client is a partnership, it shall bind each partner jointly and (b) 20.3 severally; and if the Client is a part of a Trust, shall be bound in their capacity as a trustoc and is intended to have the effect of contracting out of any of the (a) provisions of the PPSA.

Security and Charge
no consideration of PFST agreeing to supply the Products, the Client charges all of its nights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Client of its obligations under these terms and conditions. The Client interest was under these terms and conditions. The Client indemnifies PF8T from and against all PF8T's costs and (b) disbursements including legal costs on a solition and own client basis incurred in exercising PF8T's nights under this clause.

The Client invencebly appoints PF8T and each director of PF8T as the Client's true and lawful attorney's to perform all necessary acts to give effect to the provisions of this clause 13 including, but not 20.4 limited to, signing any document on the Client's behalf. the Client's executors, administrators, successors and (d) Delivery of Products
Delivery ("Delivery") of the Products is taken to occur at the time permitted assigns. 7.
"Products" means all Products or Services supplied by PF&T to the 7.1 permitted assigns.

Products' means all Products or Services supplied by PF&T to the 7.1.

Client at the Client's request from time to time (where the context so permits the terms 'Products' or Services' shall be interchangeable (a) 10.0 off-dentiel Information' means information of a confidential nature (b) whether or all, 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 commercia 7.2 affairs, contracts, client information (including but not limited to, Personal Information' such as name, address, D.O.B, 7.3 occupation, driver's license details, electronic contact (email, Facebook or Thitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and princing details.

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. Iff 7.4 1.4 that.

the Client or the Client's nominated carrier takes possession of the Products at PF&T s address; or PF&T for PF&T's nominated carrier) delivers the Products to the Client's nominated address even if the Client is not present at the address. At PF&T's sole discretion the cost of Delivery is in addition to the 13.3 Price. to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.

Defects
The Client's shall inspect the Products on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify PEAT or any alleged defect, shortage in quantity, damage or failure to comply with the description of quote. The Client shall allother PEAT or comply with the seventy of the Client believes the Products are defective in any way. If the Client shall fail to comply with these provisions the Products have the products and provision the Products and be presumed to be free from any defect or damage. For defective Products, which PEAT has agreed in writing to a defective Products, which PEAT has agreed in writing to accept the Products are returned to the products are returned at the Client's cost within seven (7) days of the Delivery date; and PEAT has depend 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 PEAT will not be liable for Products which have not been stored or the Delivery date; and PEAT will not be liable for Products which have not been stored or the Delivery date; and PEAT will not be accepted as expendition in which they were hardered in a new condition as its researchally possible in the circumstances.

PEAT will not accept the return of non-defective Products for redit. Suspension of Services

Where the Contract is subject to the Construction Contracts Act 2002, the Client hereby expressly acknowledges that PF&T has the right to suspend work within five (5) working days of written notice of its intent to do so it a payment claim is served on the Client, and its intent to do so it a payment claim is served on the Client, and its intent paid in full by the due date for payment in amendments or new legislation and no payment schedule has been given by the Client, or in 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; of its payment of the client days and its payment of the client has not compiled with an adjulicator's notice that the Up Pf&T has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction Contract.

If Pf&T suspends work, it:

If Service is a supplementation of the construction of the carrying out of construction of the construction 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 (ii) is entil breach of Contract, and (ii) is not in breach of Contract, and (iii) is entiled to an extension of time to complete the Contract, eight of the amount has not been paid or an adjulicator's determination has not been complied with.

If Pf&T exercises the right to suspend work, the exercise of that right free any rights that would otherwise have been available to Pf&T under the Contract contract has not been paid or an adjulicator's determination has not been paid or an adjulicator's determination has not been paid any work, the exercise of that right the contract that of the mount has not been paid a way any time lift the suspension of the Pf&T warder the Contract industry and the mount has not been paid any any time lift the suspension of the Pf&T warder the Contract industry and the mount has not been paid any any tim personal information) specific to a particular client and website, and can be accessed either by the web server or the client scomputer. If 7.4 the Client does not wish to allow Cookies to operate in the background when ordering from the website, then the Client shall have the right to enable? disable provided on the 8.1 selecting the operation of provided on the 8.1 per control of the provided on the 8.2 per control of the provided on the service of the s 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. If any of the Products are damaged or destroyed following Delivery but prior to ownership passing to the Client, PF&T is entitled to receive all insurance proceeds payable for the Products. The lob production of these terms and conditions by PF&T is sufficient evidence of PFAT is rights to receive the insurance proceeds without (c) the production of these terms and conditions by PF&T is sufficient evidence of PFAT is rights to receive the insurance proceeds without (c) the production of the PFAT is remisses for collection or to deliver the Products to attack bright enquiries for any person dealing with PFAT to make further enquiries for collection or to deliver the Products to attack person the product and as such may exhibit variations in 4.3 texture, shade, colour, surder, finish, markings, veining, and 4.4 and contain natural rissures, occlusions, and indentations. Whilst PF&T will make every effort to match sales samples to the finished 4. The products of the pr 1.7 PF8T and the Client in accordance with uause or userw. Acceptance
The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for of accepts Delivery of the Products. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the 8.3 parties have entered into, the terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both 8.4 parties. **2.** 2.1 used in a proper manner, and 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 ir seasonably possible in the circumstances.

PFAT will not accept the return of non-defective Products for credit to PFAT will not accept the return of non-defective Products for credit to Client's septications are not acceptable for credit or return.

Warranty

PFAT warrants that it will repair or replace Products which it manufactures subject to the following; any claim is to be made in writing within seven (7) days of delivery; claddings and linings are as meritioned in consented plans; trusses are erected as not rivers a supplied to the Client; the Client advises PFAT any change which could impair the structural efficiency of a roof or wall frame and seeks advice of PFAT and follows same; the frames and trusses must only be tacked and no other fixings, claddings or materials applied to them.

The Products not manufacture of the Products. For any term, condition, representation or warranty other than that which is given by the manufacturer of the Products. Consumer Guzantees Act 1993 do not apply to the supply of Consumer Guzantees Act 1993 do not apply to the supply of Consumer Guzantees Act 1993 do not apply to the supply of Consumer Guzantees Act 1993 do not apply to the supply of Consumer Guzantees Act 1993 do not apply to the supply of Consumer Guzantees Act 1993 do not apply to the supply of Consumer Guzantees Act 1993 do not apply to the supply of Consumer Guzantees Act 1993 do not apply to the supply of Consumer Guzantees Act 1993 do not apply to the supply of Consumer Guzantees Act 1993 do not apply to the supply of Consumer Supplied to the Client is acquiring Products for the Client, then the copyright in any designs and documents be used without the express written approval of PFAT conditions or instructions 221 (applied to the Client is acquired to the Client is apply to the property of the Client is apply 23 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both 8.4 hary advice, recommendation, information, assistance or service provided by PF&T in relation to Products or Services supplied is given in good faith, is based on PF&Ts own knowledge and experience and shall be accepted without liability on the part of experience and shall be accepted without liability on the part of the coursery and reliability of the same in light of the use to which the Client makes or intends to make of the Products or Services. The Client acknowledges and accepts that: the supply of Products on credit shall not take effect until the Client Ass completed a credit application with PF&T and it has been approved with a credit limit established for the account, and in the event that the supply of Products request exceeds the Clients credit limit and/or the account exceeds the payment terms, PF&T reserves the night to vary the Price with alternative Products are not or cease to be available, PF&T reserves the right to vary the Price with alternative Products until such time as PF&T and the Client for any condition and services until such time as PF&T and the Client for any condition and services until such time as PF&T and the Client for any condition and services until such time as PF&T and the Client for any loss of amage the Client suffers due to PF&T exercising its rights under this clause. variations occur. Wedges and accepts that no items are to be stored 15.2 in or on the trusses or in or on any materials supported or fixed to the trusses that is not specified on the plans. PR\$T shall not be liable for any losses, damages or costs as a result of the Client failing to comply with this clause. The Client shall be required to erect trusses immediately on delivery and in accordance with the plans and instructions provided. PR\$T shall not be liable for any damages, losses, claims or costs as a result of the Client shall not be liable for any damages, losses, claims or costs as a result of the Client shall not be liable for any damages, losses, claims or costs as a result of the Client shall not be liable for any damages, losses, claims or costs as a result of the Client shall not be liable for any damages, losses, claims or costs as a result of the Client shall not be made to comply with this clause. Where PR\$T is to provide replacement of the Products, all costs shall be changed to the Client, shall not be client and controlled progress and accepts that the trusses are for the client and the client the Client shall not only any precise specifications. At no time (whether sauthonsed representatives or any other third party tradesmen cut or alter the trusses in any way without the written consent of PR\$T. Any warranty shall be null and void where trusses are modified without prior written consent of PR\$T. Accuracy of Client's Plans and Measurements
Accuracy of Client's Plans and Measurements and quantities of the Products required to complete the Services, it is not contained to the client, the Client is contained and produced by the Client is contained and produced by the Client is the Client free client and contained produced by the Client is the Client responsibility to verify the accuracy of the measurements and quantities, PR\$T accuracy of the measurements and quantities of the Products required to complete the Services, it is the Client's responsibility to verify the accuracy of the measurement s occur.

nt acknowledges and accepts that no items are to be stored 15.2 damps or her distribution to be labor to the Crient in any loss under this clause. Electronic signatures shall be deemed to be accepted by either party providing that the parties have compiled with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable 8.9 provisions of that Act or any Regulations referred to in that Act. 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 by the person shall be provided by the provided recommencement shall be payable by the Client as if they were a variation.

If pursuant to any right conferred by this Contract, PFAT suspends the Services and the default that led to that suspension continues un-remedied subject to clause 19.1 for at least ten (10) working days, PFAT shall be entitled to terminate the Contract, in accordance with clause19.1 for accordance with clause19. Service of Motices

Any written notice given under this Contract shall be deemed to have been given and received:
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 2.7 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.

It is not by sending it by registered post to the address of the other party as stated in this contract. If any person, the party as stated in this contract (if any), on receipt of confirmation of the transmission; if sent by email to the other party salated in this Contract (if any), on receipt of confirmation of the transmission; if sent by email to the other party slast known email address. Any notice that is posted shall be deemed to have been served, unless the contract is sent by email to the other party slast known email address. Any notice that is posted shall be deemed to have been served, unless the contract is acting in the capacity of frustee of any tust ("Trust") then worked to the contract a softing in the capacity of frustee of any tust ("Trust") then worked to the contract as acting in the capacity of frustee of any tust ("Trust") then worked to the contract as the pression of indemnity which the Client now or subsequently may have against the Trust and the trust fund: the Client has full and complete power and authority under the Trust to the Client that studies of the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity to the Client as trustee of the Trust.

If the Client are also the present in writing of PFAT ("PFAT will not unreasonably withhold consent), cause, permit, or suffer to happen and the present of the trust or distribution of capital of the Trust; or (v) any resettlement of the trust property. 2.8 Errors and Omissions
The Client acknowledge a commissions to accept that PF&T shall, without 10. accept no liability in respect of any alleged or actual 10.1 e Client shall ensure that PF&T(or PF&T's nominated carrier) has clear and free access to the site at all times to enable them to deliver the Services. 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 concreted or paved or grassed areas) unless due to the negligence of PF&T (or PF&Ts nominated carrier). pregionic, accept no reduity in respect of any alegacy of access error(s) and/or omission(s) readvertent mistake made by PF8T in the romation and/or administration of this Contract, and/or organized information in the property of the product and/or electron(s) supplied by PF8T in respect of the Product and/or rections, supplied by PAT In Respect to the Product and the Patron Section Supplied by PAT In Respect to the negligence and/or 11.1 the dauge 4.1, and is not attributable to the negligence and/or 11.1 the dauge 4.1, and is not attributable to the negligence and/or 11.1 the Control of PAT. the Client sale not be entitled to treat its Control as repudiated nor render it invalid.

(a) hange in Control of PAT. the Client Seldence (14) days prior 11.2 tritlen notice of any proposed change of ownership of the Client Indior any other change in the Client's details (including but not midtled to, changes in the Client's amene, address and contact phone 11.3 fax number/s, change of trustees or business practice). The litent shall be liable for any loss incurred by PF&T as a result of the (a) litent's failure to comply with this clause. 4.2 Title PF&T and the Client agree that ownership of the Products shall not 18.4 PF&T and the Client agree that ownership or the Products shall not load pass until:

the Client has paid PF&T all amounts owing to PF&T; and
the Client has met all of its other obligations to PF&T.
Receipt by PF&T of any form of payment other than cash shall not (a) be deemed to be payment until flat form of payment has been of the person of the pers disc, the Client has exceeded any applicable credit limit provided by PF&T; the Client has exceeded any applicable credit limit provided by PF&T; the Client becomes insolvent, convenes a meeting with its creditors 24, or proposes or enters into an arrangement with creditors, or makes 24,1 an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client. Activities due to 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 adjudication in accordance with 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 not be treated as a waiver of that provision, nor shall it affect that party eight to subsequently, enforce that a shall it affect that party eight to subsequently, enforce that invalid void illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the unstantial of the courts of New Zealand and are subject to the purisdiction of the courts of New Zealand and are subject to any indirect and/or consequential loss and/or expense (including loss of continual provisions) and the provision of the search of the press of the provision of the search of the press of the provision of the search of the press of the press of the provision of the courts of the press of the press of the provision of the courts of the press of the Client's failure to compty with ruis cause.

AT PFAT's sole discretion the Price and Payment

AT PFAT's sole discretion the Price shall be PF&T'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.

PFAT reserves the right to change the Price:

if a variation to the Products which are to be supplied is requested; person is appointed in response. Client.

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) working days of receipt by the Client of such noticels then PF&T may suspend the Services immediately. PF&T will not be liable to the Client for any loss or damage the Client suffers because PF&T has exercised its rights under this clause. insurance in the event or the Products being lost, valineged of destroyed; the Client must not sell, dispose, or otherwise part with possession 19. of the Products other than in the ordinary course of business and for 19.1 market value. If the Client sells, disposes or parts with possession of the Products then the Client must hold the proceeds of any such a on trust for PF&T and must pay or deliver the proceeds to PF&T or diamannt. If a variation to the Products which are to be supplied is requested;
if a variation to the Services originally scheduled (including any
applicable plans or specifications) is requested; or
if during the course of the Services, the Products are not or cease to
be available from PF&Ts that party suppliers, then PF&T reserves (d)
the right 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
finder or unidentifiable difficulties(including, but not limited to, poor
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finder or unidentifiable to the product of the Products, every of detailing, limitations to accessing the site,
availability of machinery, safety considerations, inaccurate
measurements provided by the Client, storage, etc.) which are only (f)
discovered on commencement of the Services; or
in the event of increases to PFAT is the cost of labour or materials
(g)
which are beyond PFAT's control.
Variations will be charged for on the basis of PFAT's quotation, and
will be detailed in withing, and shown as variations on PFAT's (h)
Variations will be charged for on the basis of PFAT's quotation, and
will be detailed in withing, and shown as variations on PFAT's (h)
Variations will be charged for on the basis of PFAT's quotation, and
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Variations will be charged for on the basis of PFAT's quotation, and
will be detailed in withing, and shown as variations on PFAT's (h)
Variation swill all the charged for on the basis of PFAT's quotation and w (b) 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 trust for the benefit of PF&T and must sell,
dispose of or return the resulting product to PF&T as it so directs,
the Client irrevocably authorises FF&T to enter any premises where
PF&T believes the Products are kept and recover possession of the clause. PF&T 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 PF&T shall repay to the Client any money paid by the Client for the Products. PF&T shall not be liable for any loss or damage Products; PF&T may recover possession of any Products in transit whether or Products:

PFA1 may recover possession of any Products in transit whether or not Delivery has occurred.

PFA1 may recover possession of any Products in transit whether or not Delivery has occurred.

PFA1 may recover possession of any Products in the Products while they remain the property of PFA1.

PFA1 may commence proceedings to recover the Price of the Products sold notwitishading that ownership of the Products has not passed to the Client.

Personal Property Securities Act 1999 (\*PPSA\*)

Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:

New York of the PFA1 may recover the Price of the Products of the Products of the Products of the Products and productions constitute a security agreement for the 20.1 as security interest is taken in all Products and/or collateral (account) being a monatary obligation of the Client to PFA1 for Services—that have previously been supplied and that will be supplied in the future by PFA1 for the Client.

The Client undertakes to:

Sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respective may be a provided on the Presonal Property Securities Register.

Property Securities Register. for the Products. PF&T shall not be liable for any loss or damage whatsoever arising from such cancellation.

In the event that the Client cancels Delivery of Products the Client shall be liable for any and all loss incurred (whether direct or 24.5 indirect) by PF&T as a direct result of the cancellation (including, but not limited to, any loss of profits).

24.6 Cancellation of orders for Products made to the Client's specifications, or for non-stocklist items, will definitely not be 24.7 accepted once production has commenced, or an order has been inlared. 6.3 obligations incider as Contract without the Clent's unseals about the Clent's contract without the Written approval of PFAT. The Client cannot licence or assign without the written approval of PFAT. The Clent cannot licence or assign without the written approval of PFAT may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by a doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of PFAT's subcontractors without the authority of PFAT with green thems and conditions for subsequent future contracts with the Client with the Client succepts such changes, or otherwise at such time as the Client accepts such changes, or otherwise at such time as the Client makes a further request for PFAT to provide Products 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 or Both parties warrant that 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 valid legal obligations on them. specifications, or for non-stockist tenss, will definitely not be 24.1 accepted once production has commenced, or an order has been blood.

All enable documents, images or other recorded information held or used by PF&T is Personal Information as defined and referred to in 24.8 clause 20.3 and therefore considered confidential. PF&T acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 ('the Act') including Part II of the OECD Guidelines and as set out in Schedule SA of the Act and any statutory requirements where relevant in a European Economic 24.9 Area 'EEA' frem the EU Data Privacy Laws (Including the General Data Protection Regulation 'GDPR') (collectively, 'EU Data Privacy Laws). PF&T acknowledges that in the event it becomes awared 24.10 information, held by PF&T that may result in serious harm to the Client, PF&T will mostly the Client in accordance with the Act and/or the GDPR. Any release of such personal information must be in accordance with the Act and/or the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law. Notwithstanding clause 20.1, privacy limitations will extend to PF&T in respect, of 'Copkies where transactions, for purchases/orders completion. At PF&T's sole discretion a non-refundable deposit may be (a) 6.4 6.5 ired.

e for payment for the Products being of the essence, the Price (b) be payable by the Client on the date/s determined by PF&T, which may be:
before Delivery of the Products;
the date specified on any invoice or other form as being the date for 12.2
comment or (a) the date specified on any invoice or other form as being ure user to payment; or failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by PF&T. No allowance has been made in the Price for the deduction or retentions. In the event that retentions are made, PF&T reserves the night to treat all retentions as placing the Client's account into (b) default. Payment may be made by cash, cheque, bank cheque, electronicion-line banking, or by any other method as agreed to between the Client and PF&T. They will be discretional floatest 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 atterwards. On any default by the Client PF&T may in all enterwards from the previously received and (c) initial intervention of the register of the register of the register of the register of the register. In the responsibility of the register or releasing any Products charged thereby, not register or permit to be registered, a financing statement or a financing change statement in relation to the Products and/or collateral (account) in favour of a third party without the prior written 20.2 consent of PF&T; and 6.6

If PF&I exercises the right to suspend work, the exercise of that right does not rights that would otherwise have been available to PFAT under the Contract and Commercial Law Act 2017; or (ii) enable the Client to exercise any rights that may otherwise have the consequence of PFAT suspending work under this provision; (d) due to any act or omission by the Client, the Client effectively precludes PFAT from confinuing the Services or performing or complying with PFAT's obligations under this Contract, then without prejudice to PFAT's other rights and remedies, PFAT may suspend the Services immediately after serving on the Client a wriften notice specifying the payment default or the act, omission or default upon which the suspension of the Services is based. All costs and expenses incurred by PFAT as a result of such suspension and recommencement shall be payable by the Client as if they were a variation.

(N) any resettlement of the trust property. **General** Any dispute or difference arising as to the interpretation of these

triese terms and continuous (alternative) PFATs I samily Stati to mitted to damages which under no circumstance shall exceed the PFace of the Products of th

oberation or law.

Notwithstanding clause 20.1, privacy limitations will extend to PF&T in respect of Cookies where transactions for purchases/orders transpire directly from PF&T's website. PF&T agrees to display