

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 24 on the reverse.

Client Details: Individual Sole Trac	der 🗖 Trust 🗖 Par	tnorshin 🗖 Comna	ny D Other:			
Client 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:				1 00100001		
Phone No:	Fax No:		Mobile No:			
Personal Details: (please complete if you are an Individual)						
D.O.B.						
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)						
		Date Incorp. (curren				
Nature of Business:		l	GST No: (if applicable)			
Paid Up Capital: \$	Estimated Monthly Pu	rchases: \$	Credit Limit Required: \$	Credit Limit Required: \$		
Principal Place of Business is: Rented Owned Mortgaged (to whom):						
Directors / Owners / Trustee (if more than two, p	olease attach a separate sh	eet)				
(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?	□ NO Accounts to be emailed? □ YES □ NO		10			
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:	Addre	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 B. Bullock (2009) Limited T/A Bullocks Group 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 (CONTRACT	SIGNED (CONTRACTOR):		
Name:		Name:	Name:		
Position:			Position:		
Date:		Date:	Date:		
OFFICE USE ONLY					
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE	
	\$				

B. Bullock (2009) Limited T/A **Bullocks Group** 219 Taupo Quay, WANGANUI 4500 Phone: (06) 345 8569 Email: glen@bbullocks.com Web: www.bullocksgroup.co.nz

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of B. Bullock (2009) Limited T/A Bullocks Group 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 Contractor to the 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 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 is not here the guarantor agreement on the contractor registering any interest 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 and the property agreement is a struct to agree and independent of the structure agreement in its own capacity and in its and the property agreement is agreed by both parties that where the Guarantor is act Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints the Contractor and each director of the Contractor as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's 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 Ìb)
- (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 damages, 2 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 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 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, (b)
- (c) 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 3. agree to be bound by those Terms and Conditions.
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until all monies owing to the Contractor by the Client and all obligations herein have been fully paid satisfied and 4 performed.
- 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 5. 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: 6.
 - any alteration, modification, variation or addition to any contract or agreement in respect of the supply of materials and/or services; (a)
 - the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Client; (a) (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, powers or remedies conferred by this Guarantee and Indemnity or by law. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean, and refer 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 Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this
- 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 dealings that I/we mean with the Contractor reference. 9. 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 10. and the subsequent enforcement of the same.

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

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

Note: 1. If the Client is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.

2. If the Client is a limited partnership, the Guarantor(s) must be the general partners

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

4. If the Client is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

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

B. Bullock (2009) Limited T/A Bullocks Group – Terms & Conditions of Trade

Definitions

- 1.1 "Agitator" means the machine that combines the raw materials to produce the concrete "Client" means the person/s, entities or any person acting on behalf 1.2
 - of and with the authority of the Client requesting the Contractor to provide the Works as specified in any proposal, quotation, order, 3.3 invoice or other documentation, and:
 - (a) if there is more than one Client, is a reference to each Client iointly and severally: and
 - (b) if the Client is a partnership, it shall bind each partner jointly and
 - (c) if the Client is a part of a Trust, shall be bound in their capacity (d) includes the Client's executors, administrators, successors and 4.1

- (d) includes the Client's executors, administrators, successors and 4,1 permitted assigns. "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendment's expressed to be supplemental to this Contract. "Contractor" means B. Bullock (2009) Limited T/A Bullocks Group, its successors and assigns. "Cookies" means small files which are stored on a user's 4.2 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 des on twish to allow Cookies to operate computer. If the Client does not wish to allow Cookies to operate in the background when using the Contractor's website, then 5. the Client shall have the right to enable / disable the Cookies 5.1 The bound shift have whithin to chable / disable provided on the website, prior to making enquiries via 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 Morker. 1.6
- with the Works 1.7 "Non-Conforming Building Product" means building products
- *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 (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. *Plant* means all stationary and mobile equipment (including all associated accessories, attachments, ancillary equipment, machinery, motor vehicles and agilators).
- 1.8
- machinery, motor venicles and agitators). "Price" means the Price payable (plus any Goods and Services Tax 6.2 (CST) where applicable) for the Works as agreed between the Contractor and the Client in accordance with clause 6 below.
- 1.10 "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 nominated by the Client to which the 1 11 Materials are to be supplied by the Contractor

Acceptance

- Acceptance The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client faces an order for or accepts delivery of any Works. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties. 22
- parties. The Client acknowledges that the supply of Works on credit shall not
- take effect until the Client has completed a credit application with the Contractor and it has been approved with a credit limit established 6.3 for the account
- In the event that the supply of Works requested exceeds the Client's 2.5 In the event of a mechanical breakdown of the Plant, the Contractor contractor reserves the right to refuse delivery.
- 26 shall make every reasonable effort to repair the Plant or to supply other Plant to complete the Works. In the event of such breakdown, 6.4 the liability of the Contractor whether in contract, tort or otherwise some meaning on the Contractor whether an Contract, but to differ WSP shall be specifically limited to a maximum amount of dramages equal 6.5 to the Price of the Works accrued up to the time of the breakdown. The Contractor shall not be liable for any loss whatsoever suffered by the Client or others. The Contractor shall not be liable for any loss used by the breakdown of the Plant due to defective
- caused by the breakdown of the Plant due to defective or un-pumpable concrete. In the event that the Contractor is required to provide the Works outside the Contractor's standard working hours of operation, (including, but not limited to, working through lunch breaks, weekends and/or Public Holidays), then the Contractor reserves the right to charge the Client additional labour charges (penally rates will apply), unless otherwise agreed between the Contractor and the Client. The Client further acknowledges that the operating hours of the Plant may butther that humor reminements. 2.7
- the Plant may be subject to statutory requirements. The Client accepts and acknowledges that the Contractor shall only supply the Plant in accordance with the Client's booking and shall 2.8 transfer concrete supplied at ground level to such parts of the Worksite as the Client shall direct. This shall be affected by pipeline 6.6 from a portable pumping Plant.
- The Client further accepts that the Contractor will supply, and the 2.9 Client will re Client will receive the Plant at the kerb alignment. If at the Client's request the Plant enters the Worksite, the Client will indemnify and 6.7 Teldes the Frank Energy and Worksie, the cleant win indentity and cleant hold indemnified the Contractor, its servarts, and agents against all liability and against all actions, suits, proceedings, claims, demands, costs and expenses incurred by the Contractor to its servants or its 6.8 agents out of or in any way relating to the presence of the Plant on the Worksite
- the Worksite. Any advice, recommendation, information, assistance or service provided by the Contractor in relation to Materials or Works supplied (including, but not limited to, the suitability of the Worksite for the laying of concrete slabs, foundations or similar Works) is given in good faith to the Client, or the Client's agent and is based on the Contractor's own knowledge and experience and shall be accepted without liability on the part of the Contractor Where such advice or 6.9 recommendations are not acted upon then the Contractor shall Works in writing. The Contractor shall not be liable in any way whatsever for any damages or losses that occur after any 2 10 whatsoever for any damages or losses that occur after any subsequent commencement of the Works.
- 2 11 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable 6.10 provisions of that Act or any Regulations referred to in that Act.

Authorised Representatives

Authorised Representatives Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to the Contractor as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Materials or Works on the Client's behalf and/or to equest any variation to the Works on the Client's behalf such authority to 7. continue until all requested Works have been completed or the Client 7.1 otherwise notifies the Contractor in writing that said person is no longer the Client's duly authorised representative).

- In the event that the Client's duly authorised representative as per 7.2 clause 3.1 is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise the Contractor in writing of the parameters of the limited authority
- granted to their representative. The Client specifically acknowledges and accepts that they will be solely liable to the Contractor for all additional costs incurred by the Contractor (including the Contractor's profit margin) in providing any Materials. Works or variation/s requested by the Client's duly authorised representative under clause 3.2 (if any)). itative (subject always to the limitations imposed 73

Frrors and Omissions

- 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 omission(s): (a) resulting from an inadvertent mistake made by the Contractor in the formation and/or administration of this Contract: and/or (b) contained infomitted 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 attributable to the negligence and/or wilful 7.6 misconduct of the Contractor; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

Change in Control

The Client shall give the Contractor not less than fourteen (14) days The client shall give the Contractor tiess 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 involces provided by the Contractor to the Client in respect of Works performed or Materials supplied; or (b) the Contractor's Price at the date of delivery of the Works according to the Contractor's current price list; or (c) 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) rfavs
- days.
- (a) if a variation to the Materials which are to be supplied is
- requested; or (b) if a variation to the Works originally scheduled (including any
- applicable plans or specifications) is requested; or where additional Works are required due to the discovery of (c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including) but not limited to, 8.2 poor weather, limitations to accessing the Worksite, obscured building/Worksite defects, availability of Plant, incorrect measurements, plans and/or specifications provided by the 8.3 Client, as a result of delays from third party suppliers, safety considerations, prerequisite work by any third party not being completed, remedial work required due to existing worksmaship being of a poor quality or non-compliant to the building code, latent soli conditions, hard rock barriers below the surface, iron reinforcing rods in concrete or hidden pipes and wing, etc.) which are only discovered on commencement of the Works; or
- the Works or 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 in foreign currency rates of exchange and/or freight and insurance

charges) which are beyond the Contractor's control. Variations will be charged for on the basis of the Contractor's quotation, and will be detailed in writing, and shown as variations on the Contractor's invoice. The Client shall be required to respond to any variation submitted by the Contractor within ten (10) working 9. days. Failure to do so will entitle the Contractor to add the cost of the 9.1 variation to the Price. Payment for all variations must be made in full at the time of their completion. At the Contractor's sole discretion a non-refundable deposit may be

- uirod

- required. Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by the Contractor, which may be: (a) on completion of the Works: (b) detailed payment claims at infervals not less than monthly for work performed up to the end of each month. The value of work so performed shall include the reasonable value of authorised variations and the value of Materials delivered to the Worksite but not installed. (c) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices; (d) the date specified on any invoice or other form as being the date for payment: or
- 9.2 for payment; or
- (e) failing any notice to the contrary, the date which is fourteen (14) days following the date of any invoice given to the Client by the Contractor No allowance has been made in the Price for the deduction of

retentions. In the event that retentions are made, the Contractor reserves the right to treat all retentions as placing the Client's ccount into default

Payment may be made by cash, electronic/on-line banking, or by 9.3 any other method as agreed to between the Client and the racto

Contractor. The Contractor may in its discretion allocate any payment received from the Client lowards any invoice that the Contractor determines and may do so at the time of receipt or at any time alterwards. On any default by the Client the Contractor may re-allocate any payment spreviously received and allocated. In the absence of any payment allocation by the Contractor, payment will be deemed to be allocated in such manner as preserves the maximum value of the PSA) in the Materials. 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 the

Price, any sums owed or claimed to be owed to the Client by the Contractor nor to withhold payment of any invoice because part of 9.4 that invoice is in dispute, unless the request for payment by the Contractor is a claim made under the Construction Contracts Act 2002. Nothing in this clause 6.9 prevents the Client from the ability 9.5 to dispute any invoice.

Unless otherwise stated the Price does not include GST. In addition Unless otherwise state in the rice does not include (S1). In addition to the Price, HC client nust pay to the Contractor an amount equal 9.6 to any GST the Contractor must pay for any supply by the Contractor under this or any other agreement for the sale of the Materials. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays amounts, at the same time and on the same basis as the Clent 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 9.7 expressly included in the Price.

Provision of the Works

Subject to clause 1.1 it is the Contractor's responsibility to ensure that the Works start as soon as it is reasonably possible. 9.8

Page 1 of 2 Please note that a larger print version of these terms and conditions is available from the Contractor on request.#30488 @ Copyright - EC Credit Control 1999 - 2022

The Works' 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, government interference, industrial dispute, breakdown of Plant, transport delays, accidents, or any failure by the Client to: (a) make a selection; or have the Worksite ready for the Works: or

(c) notify the Contractor that the Worksite is ready.
 At the Contractor's sole discretion, the cost of delivery is included in

the Pri

- the Price. The Contractor may deliver the Works by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. The Client shall take delivery of the Materials tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that. (a) such discrepancy in quantity shall not exceed 5%, and (b) the Price shall be adjusted pro rata to the discrepancy or to the value that bas been fellowerd 9 10

value that has been delivered. 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 agreed solely due to any action or inaction of the Client, then the Contractor shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date and/or for storage of the Materials 9 1 1

Worksite Access and Condition

- Worksite Access and Condition
 The Client shall ensure that:
 (a) the Contractor has clear and free access to the Worksite at all
 times to enable them to undertake the Works (including carrying
 out Worksite inspections, gain signatures for required
 documents, and for the delivery and installation of the
 Materials). The Contractor shall not be liable for any loss or
 damage to the Worksite (including, without limitation, damage
 to pathways, driveways and concreted or paved or grassed 9.12
 areas) unless due to the negligence of the Contractor
 (b) access is suitable to accept the weight of laden trucks, or other
 heavy equipment as may be deemed necessary by the
 Contractor. The Client agrees to indemnify the Contractor
 against all costs incurred by the Contractor in recovering such
 vehicles in the event they become bogged or otherwise
- vehicles in the event they become bogged or otherwise immovable; and
- (c) the Client provides the Contractor with a suitable free power source.

The Client agrees to be present at the Worksite when and as reasonably requested by the Contractor and its employees, contractors and/or agents. Worksite Induction

- Worksite Inductions
 (a) in the event the Client requires an employee or sub-contractor of the Contractor to undertake a Worksite induction during working hours, the Client will be liable to pay the hourly charges for that period. If any induction needs to be undertaken prior to the commencement date then the Client shall be liable to pay the Contractor's standard (and/or overtime, if applicable) hourly labour or
- the contractor standard transformer in approache) roding where the Contractor is in control of the Worksite, the Client and/or the Client's third-party contractors must initially carry out the Contractor's Health & Safety induction course before access to the Worksite will be granted. Inspection of the Worksite during the course of the Works will be by appointment only and unless otherwise agreed, in such an event the Client and/or third party acting on behalf of the Client must at all times be accompanied by the Contractor. 9.13

If the Contractor retains ownership of the Materials under clause 14 9.14

- (a) where the Contractor is supplying Materials only, all risk for the 9.15 Where the Confraction is supprying water has only an Tisk to the Materials shall immediately pass to the Client on delivery and the Client must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that either:

the Client must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that either: (i) the Client or the Clent's nominated carrier takes possession of the Materials at the Contractor's address or (ii) the Materials are delivered by the Contractor or the Contractor's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the **10**. address). (b) unless otherwise agreed, where the Contractor is to both supply and install Materials then the Contractor is to both supply and install Materials then the Contractor shall maintain a Contract works insurance policy until the Works are completed. **10**.2 Upon completion of the Works all risk for the Works shall immediately pass to the Client. **10**. Notwithstanding the provisions of clause 9.1 if the Client specifically requests the Contractor to leave Materials outside the Contractor's filent's new contexing and equately or at all. In the event that such **10**. Materials are insured adequately or at all. In the event that such **10**. Materials are lost, damaged or destroyed then replacement of the Materials are lost. Materials contexing the replacement of the Materials are lost. Materials expense. Materials shall be at the Client's expense The Client

- (a) must be on Worksite to supervise the marking out of the fence This be of working to supervise the making out on the return line, placement of boundary pegs and during the installation of the fence. If the Client fails to comply with this clause, then the Contractor accepts on responsibility for installation decisions that need to be made by the Contractor in the Client's absence;
- and acknowledges that it is the Client's responsibility to remove any existing fence (including existing footings), trees, vines and shrubs to allow the Contractor clear access along the proposed fence line prior to commencement of work by the Contractor unless otherwise agreed in writing between the Contractor and the Client. Under no circumstances will the Contractor handle 11.2 removal of acstotes product (b) removal of asbestos product. Whilst the Contractor will take all due care during installation the

Contractor will not accept any responsibility for tiles or pavers damaged during installation. Where fencing is installed on a retaining wall the Contractor shall not

- be liable for any movement in the fence due to consolidation, or the 12. movement of soil or any other component of the retaining wall. 12.1 The Contractor
- (a) shall not be responsible for removal of soil from the Worksite and (b) reserves the right to touch-up all products supplied and installed
- on the Worksite to rectify minor blemishes or damage to 12.2 work

paintwork. Detailed drawings of any services that will be embedded in the concrete are to be provided to the Contractor prior to commencement of any Works. Whist all due care will be taken no liability will be accepted by the Contractor for damage to the Works or any other element embedded in the concrete. The Client acknowledges that: 12.3

- the curing time for concrete can be affected by elements such (a) as temperature or the weather as such the Contractor offers no guarantee as to the length of time the curing process will take; (b) the Contractor offers no guarantee against cracking of concrete
- and (c) the Contractor shall act in accordance with the Client's instructions and therefore the Contractor shall not be liable for any loss or damage arising from following the Client's instructions.

Instructions. The Contractor shall not be held responsible for any damage to the Materials caused by outside parties. Where the Client requests the Contractor repair such damage then the Contractor reserves the right to charge the Client for any costs incurred in rectifying such

- The organized in the other that the other is the other of the other is the other of the other ot
- (b) however numerous, that appear on the surface after completion of the Works; and (c) Materials supplied may
 - exhibit variations in shade, texture, markings and may contain natural fissures, occlusions, lines, indentations and may fade or change colour over time
 - (ii) expand, contract or distort as a result of exposure to heat cold, weather
 - (iii) mark or stain if exposed to certain substances: and

should the premises or equipment be unable to accommodate

(b) undertake all necessary preparatory work on the Worksite to

(a) undertake an necessary peparatory work on the worksite to enable the Contractor to provide the Works;
 (c) ensure that the right Plant is ordered to provide the Works;
 (d) that a maximum clearance of three and a half metres (3.5m) is

that a maximum dearance of three and a half metres (3.5m) is allowed in respect of verhead obslacies, tress, or power lines; that only pumpable concrete is supplied to the Pant, and that the inclusion of additives is notified to the Contractor. The specifications of the concrete mix shall be provided to the Contractor at the time of the booking where additives are included or when the compression is less than twenty megapascals (20MPa) or exceeds twenty-five megapascals (20MPa) and storage the Pant. The Contractor may at the Client's request and expense provide lowing of the Plant from the Worksite to hard standing ground. Where such parking is on a public roadway, the Client shall be responsible for any taffic campaland dotain (at the expense of whe Client) all relevant permits as may be required and shall be responsible for anylan locities or infringments received by the

responsible for any/all notices or infringements received by the Contractor as a result of the Contractor's attendance at the

The Contractor can only visually check the concrete and canno

guarantee the mix is free of foreign objects. If the concrete is divided into more than one truck the Contractor

At the completion of the Services the Client or the representative of

the Client shall be in attendance and the Works shall then be duly

measured. In the absence of either the Client or their representative

Interaction, the contractor shall carry out the necessary measurements and forward to the Client their calculations. If the Client does not object to the calculations within seven (7) days of receipt of the same, then it shall be deemed acceptance of the same and the Works

Accuracy of Client's Plans and Measurements All customary building industry tolerances shall apply to the dimensions and measurements of the Materials unless the Client and the Contractor agree otherwise in writing. The Contractor shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. If the giving of an estimate or quotation for the supply of Materials involves the Contractor estimating measurements and quantilies, it shall be the responsibility of the Client to verify the accuracy of the Contractor's estimated measurements and quantilies, before the Client places an order based on such estimate or accepts such quotation.

Client places an our outcourt and the guotation. Should the Client require any changes to the Contractor's estimated measurements and quantities, the Client shall request such changes in writing, in the case of an estimate before placing an order based on that estimate and in the case of a quotation before acceptance of

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 Worksite and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, filter oplic cables, oil pumping mains, and any other services that may be on the Worksite. Whils the Contractor will take all care to avoid damage to any underground services not precisely located and notified sa result of damage to services not precisely located and notified

as a result of damage to services not precisely located and notified

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

public authomites that may be applicable to the Works, including any WorkSafe health and safely laws relating or any other relevant safely standards or legislation pertaining to the Works. Both parties acknowledge and agree: (a) to comply with the Building Act 2004 (including any subsequent Amendments) and Code of Ethics, in respect of all workmarship and building products to be supplied during the course of the Works:

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 Zealand Standards applicable. Where the Client has supplied products for the Contractor to complete the Works, the Client acknowledges that it accepts

cannot guarantee the texture is consistent between trucks

the installation

(e) that only

Worksite

completed.

that quotation

as per clause 11.1

Compliance with Laws

(iii) mark or stain if exposed to certain substances: and
 (iv) be damaged or disfigured by impact or scratching.
 The Contractor accepts no liability for:
 (a) the slump, strength and quality or suitability of the concrete pumped by it, nor for any defects, inadequacy, or failing of foundations, form work or any other part of the Worksite, or the Client's instructions, and may complete the Works without reporting any apparent defect or failing aforesaid; and
 (b) problems that may arise when water is added, either before or after discharge from the application, without the approval of the Contractor's representative.
 It is the Client's responsibility to:
 (a) warrant that the structure of the premises or equipment in or upon which the Materials are to be installed or eracted is sound and will sustain the installation incidental thereto and the Contractor shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the premises or equipment be approved.

B. Bullock (2009) Limited T/A Bullocks Group – Terms & Conditions of Trade

responsibility for the suitability of purpose and use for their products and the Intended Use and any faults inherent in those products. However, if in the Contractor's opinion, it is believed that the materials supplied are Non-Conforming products and will not conform with New Zealand regulations, then the Contractor shall be 17. entitled, without prejudice, to halt the Works until the appropriate 17.1 conforming products are sourced and all costs associated with such a change to the plans and design will be invoiced in accordance with clause 6.2.

- 12.4
- clause 6.2. The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works. Notwithstanding clause 12.1 and pursuant to the Health & Safety at Work Act 2015 (the 'HSW Act'), the Contractor agrees at all times to comply with sections 28 and 34 of the 'HSW Act' with meeting their obligations for health and safety laws in the workplace regardless of whether they may be the party in control of the Worksite or where they may be acting as a sub-contractor for the Client who has engaged a third party head contractor. 125

13.1 The Contractor shall have public liability insurance of at least five 18 million dollars (\$5m). It is the Client's responsibility to ensure that 18.1 they are similarly insured.

Title

- The Contractor and the Client agree that ownership of the Materials shall not pass until (a) the Client has paid the Contractor all amounts owing to the 18.2
- Contractor: and (b) the Client has met all of its other obligations to the Contractor
- 1/1 2
- 14.3
- b) the Client has met all of its other obligations to the Contractor.
 Receipt by the Contractor of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
 Its further agreed that:

 (a) until ownership of the Materials passes to the Client in accordance with clause 14.1 that the Client is only a bailee of the Materials and unless the Materials have become futures must return the Materials to the Contractor on request;
 (b) the Client holds the benefit of the Client's insurance of the Materials being lost, damaged or destroyed;
 (c) the client holds the benefit of the Contractor's rights to receive the insurance proceeds direct from the insurance proceeds direct from the insurance to receive the insurance proceeds direct from the insurance to reader for any person dealing with the Contractor to make further enquiries;

 enauiries
 - (d) the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of 18.3 business and for market value. If the Client sells, disposes or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for the Contractor and
 - pairs with possession of the index last life the Chell hilds hold the proceeds of any such at a on trust for the Contractor and must pay or deliver the proceeds to the Contractor and emand; the Client should not convert or process the Materials or intermix them with other goods but if the Client does so then the 19. Contractor and must sell, dispose of or return the resulting product to the Contractor as its of directs: unless the Materials have become futures the Client intervocably authorises the Contractor to site so directs: Uncost the Materials are kept and recover 20. possession of the Materials; are kept and recover 20. possession of the Materials are kept and recover 20. the Contractor may recover possession of any Materials in transit whether or not delivery has occurred; the Client shall not charge or grant an encumbrance over the Materials with they remain the property of the Contractor and the Contractor diversing to recover the Price of the Materials reduces processes to not be recover the Price of the Materials in the property of the contractor and the Contractor the soft encurred to the property of the contractor and the Contractor the procession of the property of the contractor and the Contractor the procession the procession of the property of the contractor and the Contractor the procession of the processin of the procession of the process (e)
 - (f)
 - (q)
 - (h)
 - the Contractor may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the 20.2 Materials has not passed to the Client. (i)

Personal Property Securities Act 1999 ("PPSA")

- Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that: (a) these terms and conditions constitute a security agreement for 20.3 (a)
- the purposes of the PPSA: and (b)
- 15.2
- These feats and compositions cursulate a sectury agreement of 20.5 the purposes of the PPSA and a security interest is taken in all Materials that have previously been supplied and that will be supplied in the future by the Contractor to the Cilent and the proceeds from such Materials as listed by the Contractor to the Cilent in invoices rendered 21. from time to time. Cellent undertakes to: sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Contractor may reasonably require to register a financing statement or financing change 21.2 statement on the Personal Property Securities Register: indemnify, and upon demand reimburse, the Contractor for all expenses incured in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Materials charged threeby not register, or permit to be registered, a financing statement or 21.3 a financing change statement in relation to the Materials or the proceeds of such Materials in floarour of a third party without the (a)
 - (b)
 - (c) proceeds of such Materials in favour of a third party without the prior written consent of the Contractor; and
 - immediately advise the Contractor of any material change in its (d) (c) Initializely Journal of Contraction of the Contraction and the Client agree that nothing in sections 21.4 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and entertained of the Contraction of the Client agree that nothing in sections 21.4 114(1)(b), 133 and 134 of the PPSA shall apply to these terms and entertained of the Contraction of the Client agree that nothing in sections 21.4 114(1)(b), 133 and 134 of the PPSA shall apply to these terms and entertained of the Client agree that nothing in sections 21.4 114(1)(b), 133 and 134 of the PPSA shall apply to these terms and entertained of the Client agree that nothing in sections 21.4 114(1)(b), 133 and 134 of the PPSA shall apply to these terms and entertained of the Client agree that nothing in sections 21.4 114(1)(b), 133 and 134 of the PPSA shall apply to these terms and entertained of the Client agree that nothing in sections 21.4 114(1)(b), 133 and 134 of the PPSA shall apply to these terms and the Client agree that nothing in the client agree that nothing in sections 21.4 114(1)(b), 133 and 134 of the PPSA shall apply to these terms and the Client agree that nothing in the clien
- 15.3 The
- 15.4
- 15 5
- 15.6
- 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. The Client shall unconditionally ratify any actions taken by the Contractor under clauses 151, to 15.5. Subject to any express provisions to the contrary (including those contained in this clause 15), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA. 15.7

- 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, realty or other assets capable of being charged, 22. owned by the Client either now or in the future, and the Client grants 22.1 owned by the Client either now or in the titure, 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 2018/344 registered pursuant to s.209 of the Land Traceford ed 2017.
- terms of Memorandum. 2019/4/34/ registered pursuant to 5:209 of the Land Transfer Act 2017. The Citent indemnifies the Contractor from and against all the Contractor's costs and disbursements including legal costs on a 22.2 solicitor and own dient basis incurred in exercising the Contractors rights under this clause. The Citent irrevicably appoints the Contractor and each director of the Contractor as the Citent's true and lawful attorney/s to perform 16.2 16.3

all necessary acts to give effect to the provisions of this clause 16 including, but not limited to, signing any document on the Client's behalf 22.3

Defects The Client shall inspect the Materials on delivery and shall within The Clean shall higher the water and of the essence) notify the Contractor of any alleged defect, shortage in quantity, damage or 22.4 failure to comply with the description or quote. The Client shall afford failure to comply with the description or quice. The Client shall afford the Contractor an opportunity to inspect the Materials within a reasonable time following delivery if the Client believes the Materials are defective in any way. If the Client shall fail to comply with these provisions the Materials shall be presumed to be free from any defect 23. or damage. For defective Materials, which the Contractor has agreed 23. in writing that the Client is entitle to reject. the Contractors agreed 23. in writing that the Client is entitle to reject. the Contractors in about Materials or repaining the Materials. Materials will not be accepted for return other than in accordance with 17.1 above.

Warranties

Subject to the conditions of warranty set out in clause 18.2 the Contractor warrants that if any defect in any workmanship provided by the Contractor becomes apparent and is reported to the Contractor within six (6) months of the date of delivery (time being of the essence) then the Contractor will either (at the Contractor's sole discretion) replace or remedy the defect.

- uscretion(i) replace of relation the other of the other of the other of the other o
- Materials or serviced item; or Materials or serviced item; or (ii) failure on the part of the Clent to follow any instructions or guidelines provided by the Contractor; or (iii) any use of any Materials or serviced item otherwise than for any application specified on a quote or order form; or (iv) the continued use of any Materials or serviced item after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or (v) fair wear and tear, any accident or act of God. the warranty shall case and the Contractor shall thereafter in or circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Contractor's consent. (b) Contractor's consent.
- Contractor's consent.
 (c) in respect of all claims the Contractor shall not be liable to 23.3 compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.

For Materials not manufactured by the Contractor, the warranty shall To interestant on management of the contractor, the warrang share be the current warranty provided by the manufacturer of the Materials. The 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.

Consumer Guarantees Act 1993

Consumer Guarantees ACI 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 ACI 1993 ("GGA") do not apply to the supply of Materials by the Contractor to the Client.

Intellectual Property Where the Contractor has designed, drawn, written plans or a 23.4 schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, 23.5 schedules and products shall remain vested in the Contractor, and shall only be used by the Client at the Contractors discretion. Under machinery thread on the contractors and documents be

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 to infringe any 23.6

- patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify the Contractor against any 23.7 action taken by a third party against the Contractor in respect of any such infringen
- such numingement. The Citent 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 Citent.

Default and Consequences of Default

 Default and Consequences of Default
 24.1

 Interest on overdue invoices shall acrue daily from the date when
 24.1

 ayment becomes due, until the date of payment, at a rate of two
 and a half percent (25%) 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 judgment.
 the client shall indemnify the Contractor in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Contractor's collection agency costs, and bank dishonour fees).

 Further to any other rights or remedies the Contractor may have under this Contract, if a Client has made payment to the Contractor, may have under this Contract, if a Client has made payment to the Contractor.

under this Contract, if a Client has made payment to the Contractor, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Contractor under this clause 21, where turner costs incurred by the Contractor under this clause 21, where it can be proven that such reversal is found to be lingela, fraudulent or in contravention to the Client's obligations under this Contract. Without prejudice to the Contractors other remedies at law the Contractor shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Contractor shall, whether or not due for payment, become immediately payable if:

- enaulty payable II: any money payable to the Contractor becomes overdue, or in the Contractor's opinion the Client will be unable to make a payment when it falls due; the Client has exceeded any applicable credit limit provided by the Contractor.
- Contractor; Client becomes insolvent or bankrupt, convenes a meeting
- (c) with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors;
- (d) a receiver, manager, liquidator (provisional or otherwise) o similar person 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 ten (10) working days of receipt by the

respect of this Contract within ten (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 will not be liable to the Client for any loss or damage the Client suffers because the Contractor has exercised its rights under this clause. The Contractor may cancel any Contract to which these terms and conditions apply or cancel delivery of Works at any time before the Works are commenced by giving written notice to the Client On giving such notice the Contractor shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to

Page 2 of 2 Please note that a larger print version of these terms and conditions is available from the Contractor on request.#30488 @ Copyright - EC Credit Control 1999 - 2022

the Contractor for Works already performed. The Contractor shall 24.2 not be liable for any loss or damage whatsoever arising from such cancellation

In the event that the Client cancels the delivery of Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Contractor as a direct result of the cancellation (including, but not limited to, any loss of profits).

The initial or, any tiss of protects Cancellation of orders for products made to the Client's 25.1 specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been extension. nlaced

Privacy Policy

Privacy Policy Allemails, documents, images, or other recorded information held or used by the Contractor is "Personal Information" as defined and referred to in clause 23.3 and therefore considered confidential. The Contractor acknowledges its obligation in relation to the handling, use, disclosure, and processing of Personal Information pursuant to the Privacy Act 2020 ('the Act') including Part II of the OECD Guidelines and as set out in the Act. The Contractor acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by the Contractor that may result in serious harm to the Client, the the 26 Contractor will notify the Client in accordance with the Act. Any 26.1 release of such Personal Information must be in accordance with the Act and must be approved by the Client by written consent, unless subject to an operation of law

Notwithstanding clause 23.1, privacy limitations will extend to the Contractor in respect of Cookies where the Client utilises the summature in respect or ucokies where the Client utilises the Contractor's website to make enquiries. The Contractor agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Clienter.

IP address, browser, email client type and other similar details;

Clean S. (a) IP address, browser, email client type and other similar details: (b) tracking website usage and traffic; and (c) reports are available to the Contractor when the Contractor sends an email to the Client, so the Contractor avollect and review that information (routeclively Personal Information) if the Client consents to the Contractor's use of Cookies on the Contractor's website and later wishes to withdraw that consent, the Client works the contractor's grivacy controls via the Client to be browser, including removing Cookies by deleting them from the browser history when exiling the site. The Client authorises the Contractor's agent to: (a) access, collect, retain and use any information about the Client: (b) (including, mame, address, D.O.B), occupation, drivers 27. license details, electronic contact drivers of X is and other contact for the contract or short of kin and other contact in (mail, facebook, or 27.1 Twitter details), medical insurance details or next of kin and other contact information (where splicable), previous

- other contact information (where applicable), previous oricle conductions and thistory or any overdue fines credit applications, credit history or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditionothiness; or (ii) for the purpose of marketing products and services to the 27.2 Clientic clients and the client's credition of the client services of the the client services of the client services o
- (b) disclose information about the Client, whether collected by the Socies initialization of the contraction of the contractor of the contractor from the Client directly or obtained by the Contractor from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the

Client reterence, deut collection of nonlying a default by the Client. Client is an individual the authorities under clause 23.3 are authorities consents for the purposes of the Privacy Act 2020. The Client shall have the right to request (by e-mail) from the 21.4 Contractor, a copy of the Personal Information about the Client relatined by the Contractor and the right to request that the Contractor correct any incorrect Personal 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 27.5 maintained and/or stored in accordance with the law. The Client can make a privacy complaint by contacting the 27.6 Contractor via e-mail. The Contractor will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to 27.7 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 at http://www.privacy.org.nz.

uspension of Works

Cliont

- Suspension of Works
 27.8

 Where the Contract is subject to section 24A of the Construction Contracts Act 2002, the Client hereby expressly acknowledges that:
 (a) the Contractor has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client, and:
 (b) the due date for payment 27.9 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
 27.8

 (i)
 the payment is not paysislation and no payment schedule has been given by the Client; or
 3.5

 (ii)
 a cheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in
 - by 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 complied with an adjudicator's notice that
 - the Client must pay an amount to the Contractor by a particular date: and
 - 27 10 (iv) the Contractor has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction Contract.
- under the construction Contract. (i) if the Contract suspends work it: (i) is not in breach of Contract: and (ii) 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 and (iii) is entitled to an extension of time to complete the Contract; and
- and
 (iv) keeps its rights under the Contract including the right to terminate the Contract; and may at any time lift the suspension, even if the amount has not been compiled van andjudicator's determination has not been compiled with.
 (c) if the Contractor exercises the right to suspend work, the exercise of that right does not:
 (i) affect any rights that would otherwise have been available to the Contractor under the Contract and Commercial Law Act 2017 or

 - Act 2017; or enable the Client to exercise any rights that may otherwise (ii) have been available to the Client under that Act as a direct consequence of the Contractor suspending work under this rovision
- (d) due to any act or omission by the Client, the Client effectively due to any act or omission by the Client, the Client effectively precludes the Contractor from continuing the Works or performing or complying with the Contractor's obligations under this Contract, then without prejudice to the Contractor's other rights and remedies, the Contractor may suspend the Works immediately 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 continues un-remedied subject to clause 22.1 for at least ten (10) working days, the Contractor shall be entitled to terminate the Contract, in accordance with clause 22.

Service of Notices

- Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 (b) by leaving it at the address of the other party as stated in this Contract

 - Contract.
 (c) by sending it by registered post to the address of the other party as stated 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: (e) if sent by email to the other party stast known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is show, at the time when by the ordinary course of post, the notice would have been delivered.

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

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

tunc: the Cilent has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Cilent against the Trust or the trust fund. The Cilent 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.

be a party to any other action which might pergoduce that night of indemnity: the Client will not without consent in writing of the Contractor (the Contractor will not 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: (ii) any advancement or distribution of capital of the Trust; or (iii) any advancement or distribution of capital of the Trust; or

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 adjudication in accordance with section 26 of the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its

addition in it accounts with the Anduation Act 1990 of 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 sright to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability of the remaining provisions shall not be affected. prejudiced, or impaired. These terms and conditions and any Contract to which they apply shall be governed by the laws of New Zealand. Subject to the CGA, the Contractor shall be under no liability whatsoever to the CGA into Contractor and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Contractor shall be limited to damages which under no circumstances shall exceed the Price of the Works).

which under no circumstances shall 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 Client's consent. The Client cannot licence or assign without the written approval of

The Contractor may elect to subcontract out any part of the Works The contractor may be to subcontract our any bar to une works, but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority og iver any instruction to any of the Contractor's sub-contractors without the authority of the

The Clinitative's abordinations' window the autonity of the Contractor. The Client agrees that the Contractor may amend their general terms and conditions for subsequent future Contracts with the Client to 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 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 of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc., (Force Majeure') or other event beyond the reasonable control of either party. This clause does not apply to a

reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to the Contractor. 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.

(iv) any resettlement of the trust property.

covenants with the Contractor as follows:

Trusts If the Client at any time upon or subsequent to entering in to the

(b)

(c)

General

replacement(s)

the Contractor

Contractor

27.8

fund