



CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> 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:		Date Incorp. (current owners):
Nature of Business:		GST No: (if applicable)
Paid Up Capital: \$	Estimated Monthly Purchases: \$	Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> 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: <input type="checkbox"/> 20 Days <input type="checkbox"/> Other:		
Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO		Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> 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)		
Name:	Address:	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 Rotating Machinery Supplies Limited which form part of and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

SIGNED (CUSTOMER): _____ **SIGNED (SUPPLIER):** _____
Name: _____ Name: _____
Position: _____ Position: _____
Date: _____ Date: _____

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

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Rotating Machinery Supplies Limited and its successors and assigns ("the Supplier") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

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

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

- 1. GUARANTEE** the due and punctual payment to the Supplier of all monies which are now owing to the Supplier by the Customer and all further sums of money from time to time owing to the Supplier by the Customer in respect of goods and services supplied or to be supplied by the Supplier to the Customer or any other liability of the Customer to the Supplier, and the due observance and performance by the Customer of all its obligations contained or implied in any contract or agreement with the Supplier, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to the Supplier, the Guarantor will immediately on demand pay the relevant amount to the Supplier. In consideration of the Supplier agreeing to supply the goods and/or services to the Customer, 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 Supplier registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints the Supplier and each director of the Supplier 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 Supplier may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
- 2. HOLD HARMLESS AND INDEMNIFY** the Supplier on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, the Supplier in connection with:
 - (a) the supply of goods and/or services to the Customer; or
 - (b) the recovery of monies owing to the Supplier by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to the Supplier's nominees' costs of collection and legal costs; or
 - (c) monies paid by the Supplier with the Customer's consent in settlement of a dispute that arises or results from a dispute between, the Supplier, the Customer, and a third party or any combination thereof, over the supply of goods and/or services by the Supplier to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- 3. I/We have received, read, and understood the Supplier's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- 4. 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 Supplier by the Customer and all obligations herein have been fully paid satisfied and performed.**
- 5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on the Supplier's part (whether in respect of the Customer 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 Customer's obligations to the Supplier, each Guarantor shall be a principal debtor and liable to the Supplier accordingly.**
- 6. The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:**
 - (a) any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods and/or services;
 - (a) the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Customer;
 - (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.
- 7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean, and refer 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 Guarantee and Indemnity shall bind them jointly and severally.**
- 8. 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 Customer to the Supplier.**
- 9. I/we irrevocably authorise the Supplier to obtain from any person or company any information which the Supplier may require for credit reference purposes. I/We further irrevocably authorise the Supplier to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with the Supplier as a result of this Guarantee and Indemnity being actioned by the Supplier.**
- 10. The above information is to be used by the Supplier for all purposes in connection with the Supplier considering this Guarantee and Indemnity and the subsequent enforcement of the same.**

For and on behalf of the Customer 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: _____
FULL NAME: _____
HOME ADDRESS: _____
DATE OF BIRTH: _____
SIGNATURE OF WITNESS: _____
NAME OF WITNESS: _____
OCCUPATION: _____
PRESENT ADDRESS: _____
EXECUTED as a Deed this _____ day of _____ 20____

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

- Note: 1. If the Customer is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.
2. If the Customer is a limited partnership, the Guarantor(s) must be the general partners
3. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
4. If the Customer 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

Rotating Machinery Supplies Limited – Terms & Conditions of Trade

1.	Definitions	(a)	The Goods, specifically speed drives, are programmed based on specifications provided by the Customer and therefore the Supplier shall be entitled to rely on the accuracy of any specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, the Supplier accepts no responsibility for any loss, damages, or costs, however resulting from these inaccurate specifications or other information;	(b)	The Customer has exceeded any applicable credit limit provided by the Supplier.
1.1	"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;	(b)	any items left with the Supplier for programming are left at the Customer's risk and the Supplier is sole responsible for ensuring the items are insured adequately or at all;	(c)	The Supplier becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
1.2	"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when using the Supplier's website, then the Customer shall have the right to enable or disable Cookies by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.	(c)	The Supplier accepts no responsibility for any damage or performance related problems with any Goods where they have not been used and/or maintained in accordance with the Supplier's and/or the manufacturer's recommendations; and	(d)	a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.
1.3	"Customer" means the person's, entities or any person acting on behalf of and with the authority of the Customer requesting the Supplier to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:	(d)	Goods supplied may:	Cancellation	
	(a) if there is more than one Customer, is a reference to each Customer jointly and severally; and	(i)	exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time;	17.	Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any of these terms and conditions, the Supplier may suspend or terminate the supply of Goods to the Customer. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier has exercised its rights under this clause.
	(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and	(ii)	rust, mark or stain if exposed to certain substances; and	17.1	The Supplier may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. The Supplier shall not be liable to the Customer for any money paid by the Customer for the Goods. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.
	(c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and	(iii)	be damaged or disfigured by impact or scratching.	17.2	Where the Customer wishes to cancel Delivery of the Goods and/or Services, it shall be the Customer's responsibility to provide the Supplier with at least twenty-four (24) hours written notice from the day of the placement of the order. In the event that notice is received outside of the prescribed timeframe the Customer acknowledges and agrees that they shall be liable for all losses incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits).
1.4	"Goods" means all Goods or Services (including, but not limited to, consultation, technical advice or programming services) supplied by the Supplier to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).	Title		17.3	The cancellation of orders for Goods made to the Customer's specifications, or for non-stock items, will definitely not be accepted once production has commenced, or an order has been placed.
1.5	"Price" means the Price payable to the Supplier for the Goods and/or Services (where applicable) for the Goods as agreed between the Supplier and the Customer in accordance with clause 5 below.	9.1	The Supplier and the Customer agree that ownership of the Goods shall not pass until:	17.4	Compliance with Laws
1.6	"Supplier" means Rotating Machinery Supplies Limited, its successors and assigns.	(a)	(a) the Customer has paid the Supplier all amounts owing to the Supplier; and	18.1	The Customer and the Supplier shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods and/or Services.
2.	Acceptance	(b)	(b) the Customer has met all of its other obligations to the Supplier;	18.2	The Customer and the Supplier shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Goods.
2.1	The Customer acknowledges and agrees that:	(c)	Receipt by the Supplier 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.	18.3	All Goods will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations. The Customer's cabling work will comply with the Australian and New Zealand Wiring Standards.
2.2	(a) they have read and understood the terms and conditions contained in this Contract; and	9.3	It is further agreed that until ownership of the Goods passes to the Customer in accordance with clause 9.1:	19.	Privacy Policy
2.3	(b) the Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions of the Supplier's terms and conditions of sale.	(a)	(a) the Customer shall own only a bailment of the Goods and must return the Goods to the Supplier on request;	19.1	Any documents, images or other recorded information held or used by the Supplier is "Personal Information" as defined and referred to in clause 19.3 and therefore considered confidential. The Supplier acknowledges its obligation to ensure that the handling, storage, processing and use of such information is in accordance with the Privacy Act 2020 ("the Act") including Part II of the OECD Guidelines as set out in the Act. The Supplier acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information held by the Supplier that may result in serious harm to the Customer, the Supplier will notify the Customer in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Customer by written consent, unless subject to an operation of law.
2.4	(c) 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;	(b)	(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the benefit of the Supplier; and	19.2	Notwithstanding clause 19.1, privacy limitations will extend to the Supplier in the use of Cookies where the Customer utilises the Supplier's website to make enquiries. The Supplier agrees to display references to such Cookies and/or tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's name, address, browser history and other similar details;
2.5	(d) Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.	(c)	(c) the Customer shall not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the benefit of the Customer's insurance of the Goods on trust for the benefit of the Supplier; and	(b)	(b) tracking website usage and traffic; and
2.6	The Customer acknowledges and agrees that:	(d)	(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the benefit of the Customer's insurance of the Goods on trust for the benefit of the Supplier; and	(c)	(c) reports are available to the Supplier when the Supplier sends an email to the Customer so the Supplier may collect and review that information for "collectively Personal Information".
2.7	(a) the Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions of the Supplier's terms and conditions of sale.	(e)	(e) the Customer shall not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the benefit of the Customer's insurance of the Goods on trust for the benefit of the Supplier; and		If the Customer consents to the Supplier's use of Cookies on the Supplier's website and later wishes to withdraw that consent, the Customer may manage and control the Supplier's privacy settings from the browser history when exiting the site.
3.	Errors and Omissions	(f)	(f) the Supplier may recover possession of any Goods in transit whether or not Delivery has occurred;	19.3	The Customer authorises the Supplier or the Supplier's agent to:
3.1	The Customer acknowledges and accepts that the Supplier shall, without prejudice, accept no liability in respect of any alleged or actual errors (s) and/or omission(s):	10.	Personal Property Securities Act 1999 ("PPSA")	(a)	(a) access, collect, compile, compare, accumulate and up-to-date in all respects which the Supplier may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register;
	(a) resulting from an inadvertent provision by the Supplier in the information and/or administration of this Contract; and/or	10.1	Under the PPSA, the Customer acknowledges and agrees that:	(b)	(b) including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information; and
3.2	(b) contained in the information and/or administration of this Contract; and/or		(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and	(c)	(c) the Supplier may collect and review that information for "collectively Personal Information".
4.	Change in Control		(b) a security interest is taken in all Goods that have previously been supplied and that will be supplied in the future by the Supplier to the Customer, and the proceeds from such Goods as issued by the Supplier to the Customer in the Supplier's private and confidential records;		Where the Customer is an individual the authorities under clause 19.3 are authorities or consents for the purposes of the Privacy Act 2020.
4.1	The Customer shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address and contact phone or fax number(s), change of trustees or business practice). The Customer shall be liable for any loss incurred by the Supplier as a result of the Customer's failure to comply with this clause.		(c) the Customer shall not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the benefit of the Customer's insurance of the Goods on trust for the benefit of the Supplier; and	19.4	The Supplier will destroy Personal Information upon the Customer's request (by e-mail or otherwise) and the Supplier is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
5.	Price and Payment		(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the benefit of the Customer's insurance of the Goods on trust for the benefit of the Supplier; and	19.5	The Customer can make a privacy complaint by contacting the Supplier via e-mail. The Supplier will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Customer is not satisfied with the Supplier's response, the Customer may make a complaint to the Privacy Commissioner at http://www.privacy.org.nz .
5.1	At the Supplier's sole discretion the Price shall be either:		(e) the Customer shall not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the benefit of the Customer's insurance of the Goods on trust for the benefit of the Supplier; and	19.6	Service of Notices
5.2	(a) as indicated on any price list or quotation provided by the Supplier to the Customer; or		(f) the Supplier may recover possession of any Goods in transit whether or not Delivery has occurred;	20.1	Notice given under this Contract shall be deemed to have been given and received:
	(b) the Supplier's quoted Price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.	10.3	The Supplier provides a guarantee of nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.	(a)	(a) by handing the notice to the other party in person;
	(c) the Supplier reserves the right to vary the Price of the Goods which are to be supplied or the Services originally scheduled is requested; or	10.4	The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 129 and 131 of the PPSA.	(b)	(b) by leaving it at the address of the other party as stated in this Contract;
	(d) if during the course of the Services, the Goods cease to be available from the Supplier's third party suppliers, then the Supplier reserves the right to provide alternative/comparable Goods, subject to prior confirmation and agreement of both parties; or	10.5	Unless otherwise agreed to in writing by the Supplier, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.	(c)	(c) sending it by registered post to the address of the other party as stated in this Contract;
	(e) as a result of unforeseen circumstances (including, but not limited to, delays from third party suppliers, incorrect specifications or information provided by the Customer etc.); or	10.6	The Customer shall unconditionally ratify any actions taken by the Supplier under clause 10.4, nothing in these terms and conditions is intended to have the effect of limiting out of the provisions of the PPSA.	(d)	(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract; or
5.3	(f) in the event of increases to the Supplier in the cost of labour, taxes, levies 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 international freight and insurance charges) which are beyond the Supplier's control.	10.7	Subject to any express provisions to the contrary (including those contained in this clause 10.7), nothing in these terms and conditions is intended to have the effect of limiting out of the provisions of the PPSA.	(e)	(e) if sent by email to the other party's last known email address.
5.4	Variations will be charged for on the basis of the Supplier's quotation, and will be detailed in writing, and shown as variations on the Supplier's invoice. The Customer shall be required to respond to any variations submitted by the Supplier within ten (10) working days. Failure to do so will entitle the Supplier to the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.	11.	Security and Charge	20.2	If the notice is not received by the other party, the notice will be deemed to have been delivered at the time when by the ordinary course of post, the notice would have been delivered.
5.5	At the Supplier's sole discretion a fifty percent (50%) deposit may be required. Time for payment for the Goods being in issue, the Price will be payable by the Customer on the date determined by the Supplier, which may be:	11.1	In consideration of the Supplier agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, real or other asset capable of being charged or mortgaged, whether or not now or in the future, and the Customer grants a Security interest in all of its present and after-acquired property, to secure the performance by the Customer of its obligations under this Contract and to secure the payment of the Goods (whether by payment of any money). The terms of the charge and security interest are the provisions of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Act 2017.	21.1	Trusts
	(a) by way of interim progress payments in accordance with the Supplier's payment schedule;	11.2	The Supplier indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause;		The Supplier may at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") whether or not the Supplier may have notice of the Trust, the Customer covenants with the Supplier as follows:
	(b) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for delivery;	12.	The Supplier indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause;	(a)	(a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
	(c) the date specified on any invoice or other form as being the date for payment; or	12.1	The Customer shall indemnify the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause;	(b)	(b) the Customer 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 Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit or be deemed to be a party to any other action which may result in prejudice to the right of indemnity;
5.6	(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Supplier.	12.2	Goods will not be accepted for return other than in accordance with 12.1 above, and provided that:	(c)	(c) the Customer will not without consent in writing of the Supplier (the Supplier will not unreasonably withhold consent), cause, permit, or suffer to damage, impair, or otherwise compromise the value of the Goods (including, but not limited to, the removal, replacement or retirement of the Customer as trustee of the Trust);
5.7	Payment may be made by electronic/in bank banking, bill of exchange, or by any other method as agreed to between the Customer and the Supplier.		(a) the Supplier has agreed in writing to accept the return of the Goods; and	(i)	(i) any advancement or distribution of capital of the Trust; or
5.8	The Supplier may, in its discretion, allocate any payment received from the Customer towards any invoice that the Supplier determines may do so at the time of receipt or at any time afterwards. On any default by the Customer the Supplier may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Supplier, payment will be deemed to be allocated in such manner as preserves the maximum value of the Supplier's Purchase Money Security Interest (as defined in the PPSA) in the Goods.		(b) the Goods are returned at the Customer's cost within thirty (30) days of the Delivery date; and	(ii)	(ii) any advancement or distribution of capital of the Trust; or
5.9	Unless otherwise stated, the Supplier's price list or quotation provided by the Supplier to the Customer shall be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Supplier reserves the right to vary the Price of the Goods which are to be supplied or the Services originally scheduled is requested; or		(c) the Supplier will not be liable for Goods which have not been stored or used in a proper manner; and	(iii)	(iii) any advancement or distribution of capital of the Trust; or
6.	Delivery of Goods		(d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.	(iv)	(iv) any advancement or distribution of capital of the Trust; or
6.1	Delivery ("Delivery") of the Goods is taken to occur at the time that the Supplier (or the Supplier's nominated agent) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.	12.3	The Supplier may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of ten percent (10%) of the value of the returned Goods.	22.	General
6.2	At the Supplier's sole discretion the cost of Delivery is either included in the Price or is in addition to the Price. Payment for all variations must be made in full at the time of their completion.	12.4	Subject to clause 12.1, non-stock items or Goods made to the Customer's specifications are not acceptable for credit or return unless otherwise agreed.	22.1	Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution mechanisms.
6.3	The Supplier may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	13.1	Warranty	22.2	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's right and the Supplier's obligation to enforce the provisions 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.
6.4	Any time specified by the Supplier for Delivery of the Goods is an estimate only and the Supplier will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. However both parties agree that they shall make every endeavour to deliver the Goods by the date specified as well as to the arrangements between both parties. In the event that the Supplier is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.	14.	or Goods not manufactured by the Supplier, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Supplier shall not be bound by or be responsible for any term, condition, representation or warranty other than that which is provided by the manufacturer of the Goods.	22.3	The Customer agrees that the Supplier may amend their general terms and conditions of sale from time to time and the Customer shall be deemed to have agreed to the Supplier's amendments.
7.	Specifications	14.1	Consumer Guarantees Act 1993 and the Fair Trading Act	22.4	The Customer agrees that the Supplier may amend their general terms and conditions of sale from time to time and the Customer shall be deemed to have agreed to the Supplier's amendments.
7.1	The Customer acknowledges and accepts that:	14.2	If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of Goods by the Supplier to the Customer. The Supplier agrees to abide by the provisions of the Fair Trading Act ("FTA") where applicable.	22.5	The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to instruct or give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier.
	(a) all descriptive, specifications, illustrations, drawings, data, dimensions, ratings and/or instructions in the Supplier's or the manufacturer's (as the case may be) price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by the Supplier; and	15.1	Where the Supplier has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Supplier. The Customer shall not copy, reproduce, or otherwise use the designs and documents without the express written approval of the Supplier.	22.6	The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to instruct or give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier.
	(b) while the Supplier may have provided information or figures to the Customer, the Supplier does not warrant, represent or guarantee the accuracy of the information and figures. The Supplier acknowledges that the Supplier has given these in good faith, and are estimates based on industry prescribed estimates under optimal operating conditions.	15.2	The Customer warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the Customer's jurisdiction or in any other jurisdiction. The Supplier shall not be liable for any loss or damage incurred by the Customer as a result of the Supplier's infringement of any patent, registered design or trademark in the Customer's jurisdiction or in any other jurisdiction.	22.7	The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to instruct or give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier.
8.	Risk	15.3	The Supplier may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of ten percent (10%) of the value of the returned Goods.	22.8	The Supplier may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to instruct or give any instruction to any of the Supplier's sub-contractors without the authority of the Supplier.
8.1	Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.	16.	Default and Consequences of Default	22.9	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 any laws, regulations, rules, or standards being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), or other measures taken by Governments or international bodies to prevent the spread of COVID-19. This clause does not apply to a failure by the Customer to make a payment to the Supplier.
8.2	Any of the Goods or any part of the Goods delivered following Delivery but prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient to constitute a bill of lading and the Customer's receipt and proceeds without the need for any person dealing with the Supplier to make further enquiries.	16.1	The Customer acknowledges and agrees that:	23.1	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.
8.3	If the Customer requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.	16.2	(a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to make a payment when it falls due;	23.2	
8.4	The Customer acknowledges and accepts that:	16.3		23.3	
		16.4		23.4	
		16.5		23.5	
		16.6		23.6	
		16.7		23.7	
		16.8		23.8	
		16.9		23.9	
		17.		24.	
		18.		25.	
		19.		26.	
		20.		27.	
		21.		28.	
		22.		29.	
		23.		30.	
		24.		31.	
		25.		32.	
		26.		33.	
		27.		34.	
		28.		35.	
		29.		36.	
		30.		37.	
		31.		38.	
		32.		39.	
		33.		40.	
		34.		41.	
		35.		42.	
		36.		43.	
		37.		44.	
		38.		45.	
		39.		46.	
		40.		47.	
		41.		48.	
		42.		49.	
		43.		50.	
		44.		51.	
		45.		52.	
		46.		53.	
		47.		54.	
		48.		55.	
		49.		56.	
		50.		57.	
		51.		58.	
		52.		59.	
		53.		60.	
		54.		61.	
		55.		62.	
		56.		63.	
		57.		64.	
		58.		65.	
		59.		66.	
		60.		67.	
		61.		68.	
		62.		69.	
		63.		70.	
		64.		71.	
		65.		72.	
		66.		73.	
		67.		74.	
		68.		75.	
		69.		76.	
		70.		77.	
		71.		78.	
		72.		79.	
		73.		80.	
		74.		81.	
		75.		82.	
		76.		83.	
		77.		84.	
		78.		85.	
		79.		86.	
		80.		87.	
		81.		88.	
		82.		89.	
		83.		90.	
		84.		91.	
		85.		92.	
		86.		93.	
		87.		94.	
		88.		95.	
		89.		96.	
		90.		97.	
		91.		98.	
		92.		99.	
		93.		100.	
		94.		101.	
		95.		102.	
		96.		103.	
		97.		104.	
		98.		105.	
		99.		106.	
		100.		107.	
		101.		108.	
		102.		109.	
		103.		110.	
		104.		111.	
		105.		112.	
		106.		113.	
		107.		114.	
		108.		115.	
		109.		116.	
		110.		117.	
		111.		118.	
		112.		119.	
		113.		120.	
		114.		121.	
		115.		122.	
		116.		123.	
		117.		124.	
		118.		125.	
		119.		126.	
		120.		127.	
		121.		128.	
		122.		129.	
		123.		130.	
		124.		131.	
		125.		132.	
		126.		133.	
		127.		134.	
		128.		135.	
		129.		136.	
		130.		137.	
		131.		138.	
		132.			