

Watson Davies Ltd GST No. 125-136-478 PO Box 10227, Te Rapa, HAMILTON 3241

Phone: (07) 847 7139 Email: admin@watsondavies.co.nz Web: www.watsondavies.co.nz

CREDIT ACCOUNT APPLICATION

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

This is a Credit Account Application Form under the Construction Contracts Act 2002. Please read clause 22 on the reverse.

Customer's Details: O Individual O Sol	le Trader O Trust O Partnership O	Company O 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 a	n Individual)	
D.O.B. Driver's Licence No:		
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, !3ompany or Of/ter — as specified)		
Company Number:	Date Incorp. (cu	
Nature of Business:	1	
Paid Up Capital: \$	Estimated Monthly Purchases: \$	Credit Limit Required:\$
Principal Place of Business is: O Rented	O Owned O Mortgaged (fo whom):	
Directors / Owners / Trustee (if more than tw	vo, please attach a separate sheet)	
(1) Full Name:		D.O.B.
Private Address:		Postcode:
Drivers Licence No:	Phone No:	Mobile No:
(2) Full Name:		D.O.B.
Private Address:		Postcode:
Driver's Licence No:		M.LU. M.
PITE 3 FICEIICE MAI	Phone No:	Mobile No:
Account Terms: 0 20 Days 0 COD		Mobile No:
Account Terms: 0 20 Days 0 COD	O Other:	
Account Terms: O 20 Days O COD Purchase Order Required? O YES	O Other:	
Account Terms: O 20 Days O COD Purchase Order Required? O YES Accounts Email Address:	O Other:	emailed? O YES O NO
Account Terms: O 20 Days O COD Purchase Order Required? O YES Accounts Email Address: Accounts Contact:	O O O O O O O O O O O O O O O O O O O	emailed? O YES O NO Phone No:
Account Terms: O 20 Days O COD Purchase Order Required? O YES Accounts Email Address: Accounts Contact: Bank and Branch:	O O O O O O O O O O O O O O O O O O O	emailed? O YES O NO Phone No:
Account Terms: 0 20 Days 0 COD Purchase Order Required? 0 YES Accounts Email Address: Accounts Contact: Bank and Branch: Trade References: (please provide companies the	O O Other: O NO Accounts to be at are willing to do trade references)	emailed? O YES O NO Phone No: Account No:
Account Terms: 0 20 Days 0 COD Purchase Order Required? 0 YES Accounts Email Address: Accounts Contact: Bank and Branch: Trade References: (please provide companies the Name:	O O Other: O NO Accounts to be at are willing to do trade references)	emailed? O YES O NO Phone No: Account No:
Account Terms: O 20 Days O COD Purchase Order Required? O YES Accounts Email Address: Accounts Contact: Bank and Branch: Trade References: (please provide companies the Name: 1.	O O Other: O NO Accounts to be at are willing to do trade references)	emailed? O YES O NO Phone No: Account No:
Account Terms: O 20 Days O COD Purchase Order Required? O YES Accounts Email Address: Accounts Contact: Bank and Branch: Trade References: (please provide companies the Name: 1. 2. 3. I certify that the above information is true and TERMS AND CONDITIONS OF TRADE (over conjunction with this Credit Account App	O NO Accounts to be at are willing to do trade references) Address: Correct and that I am authorised to make the release or attached) of Watson Davies Ltd, plication and agree to be bound by the sy Act clause therein. agree that if I am a cor the performance of the Custorrier's of SIGNED (WATSON Name:	Phone No: Account No: Phone / Fax / Email: sis application for credit. I have read and underst which form part of, and are intended to be se conditions. I authorise the use of my predirector/shareholder (owning at least 15% of the sha

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Web: www.watsondavies.co.nz

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Watson Davies Ltd and its successors and

assigns ("Watson Davies Ltd") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply works and/or materials to

("the Customer") Insert Company/Name in Box Provided

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

- 1. ĠUARANTEE the due and punctual payment to Watson Davies Ltd of all monies which are now owing to Watson Davies Ltd by the Customer and all further sums of money from time to time owing to Watson Davies Ltd by the Customer in respect of works and materials supplied or to be supplied by Watson Davies Ltd to the Customer or any other liability of the Customer to Watson Davies Ltd, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with Watson Davies Ltd, 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 Watson Davies Ltd the Guarantor will immediately on demand pay the relevant amount to Watson Davies Ltd. In consideration of Watson Davies Ltd agreeing to supply the Works 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 these terms and conditions (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 un equivocally consents to Watson Davies Ltd registering any interest so charged. The Guarantor irrevocably appoints Watson Davies Ltd and each director of Watson Davies Ltd 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 Watson Davies Ltd 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 Watson Davies Ltd 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, Watson Davies Transport (2018) Ltd in connection with:
 - (a) the supply of works and/or materials to the Customer; or
 - (b) the recovery of monies owing to Watson Davies Ltd by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Watson Davies Ltd's nominees costs of collection and legal costs; or
 - (c) monies paid by Watson Davies Ltd with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Watson Davies Ltd, the Customer, and a third party or any combination thereof, over the supply of works and/or materials by Watson Davies Ltd to the Customer.

IME FURTHER ACKNOWLEDGE AND AGREE THAT

10.

- 3. I/We have received, read and understood Watson Davies Ltd'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 the whole of monies owing to Watson Davies Ltd 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 Watson Davies Transport (2018) Ltd'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. VVithout affecting the Customer's obligations to Watson Davies Ltd, each Guarantor shall be a principal debtor and liable to Watson Davies Ltd accordingly. If any payment received or recovered by Watson Davies Ltd is avoided by law such payment shall be deemed not to have discharged the liability of
- 6. the Guarantor, and the Guarantor and Watson Davies Ltd shall each be restored to the position in which they would have been had no such payment been made.
- 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, and the obligations and agreements on the part of the Guarantor 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 Customer to Watson Davies Ltd.
- I/we irrevocably authorise Watson Davies Ltd to obtain from any person or company any information which Watson Davies Ltd may require for credit reference purposes. I/We further irrevocably authorise Watson Davies Ltd 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 Watson Davies Ltd as a result of this Guarantee and Indemnity being actioned by Watson Davies Ltd.

The above information is to be used by Watson Davies Ltd for all purposes in connection with Watson Davies Ltd considering this Guarantee and Indemnity and the subsequent enforcement of the same.

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

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. 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

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Watson Davies Ltd — Terms & Conditions of Trade

Definitions

"Watson Davies Transport (2018) Lbt" means Schick Chill

Construction Limited TrA Watson Davies Transport (2018) Ltd, its
successors and assigns or any person acting on behalf of and with
successors and assigns or any person acting on behalf of and with
transport (2018) Ltd.

Transport (2018) Ltd.

"Customer" means the persons or any person acting on behalf of 7.1
and with the authority of the Customer requesting Watson Davies
Transport (2018) Ltd. to provide the Works as specified in any
proposal quotation, order, invoice or other documentation, and:
7.2

(a) if there is more than one Customer, is a reference to each
Customer jointly and severally, and

(a) if there is more than one Customer, is a reference to each Customer jointly and severally, and (b) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee, and (c) includes the Customer's executors, administrators, successors and permitted assigns. "Works" means all Works or Materials supplied by Watson Davies Transport (2018) Ltd to the Customer's the Customer's request from time to time (where the context so permits the terms 'Works' or 'Waterials' shall be interchangeable for the other). "Price" means the Price payable (plus any Goods and Services Tax (GST) where applicable) for the Works as agreed between Watson Davies Transport (2018) Ltd and the Customer in accordance with clause 6 below.

Acceptance
The Customer is taken to have exclusively accepted and is
immediately bound, jointly and severally, by these terms and
conditions if the Customer places an order for or accepts delivery of

conditions if the Customer places an order for or accepts delivery of any Works.
These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or contract between the Customer and Walson Davies Transport (2018) Ltd.
Electronic Signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisors 8, of that Act or any Regulations referred to in that Act.

18.1 The Customer accepts that all orders must be accompanied by the Customer's purchase order number prior to Watson Davies Transport (2018) Ltd commencement of the Works. Watson Davies Transport (2018) Ltd commencement of the Works. Watson Davies Transport (2018) Ltd shall not be held liable for any losses, cost, damages or delay associated where the Customer fails to comply with this clause.

Errors and Omissions

with this clause.

The Customer acknowledges and accepts that Watson Davies 8.2.

The Customer acknowledges and accepts that Watson Davies 8.2.

Transport (2018) Lid shall, without prejudice, accept no liability in respect of any alleged or actual enror(s) and/or ornission(s).

(a) resulting from an inadventer mistake made by Watson Davies Transport (2018) Ltd in the formation and/or administration of this contract profes.

this contract; and/or contained in/ornitted from any literature (hard copy and/or electronic) supplied by Watson Davies Transport (2018) Ltd in 8.3 respect of the Works.

electronic) supplied by Walson Davies Transport (2018) Ltd in 8.3 respect of the Works.

In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of Walson Davies Transport (2018) Ltd, the Customer shall not be entitled to treat this contract as repudiated 9, nor render it invalid.

Authorised Representatives
Unless otherwise limited as per clause 4.2 the Customer agrees that should the Customer introduce any third party to Walson Davies Transport (2018) Ltd as the Customer's duly authorised representative, that once introduced that person shall have the full authority of the Customer to order any Materiais or Works on the Customer's behalf such or expected any third party to continue until all requested Works have been completed or the Customer oftensives notifies Walson Davies Transport (2018) Ltd in writing that said person is no longer the Customer's 50 the Customer's duly mind and person is no longer the Customer's duly mind and person is no longer the Customer's duly mindrosed representative).

Watson Davies Transport (2018) Ltd in writing that said person is no longer the Customer's chily authorised representative). In the event that the Customer's chily authorised representative as per clause 4.1 is to have only limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise Watson Davies Transport (2018). Ltd in writing of the parameters of the firmled authority granted to their representative. The Customer specifically acknowledges and accepts that they will be solely liable to Watson Davies Transport (2018). Ltd for all additional costs incurred by Watson Davies Transport (2018) Ltd for all additional costs incurred by Watson Davies Transport (2018) Ltd for profit margin in providing any Materials, Works or variation's requested by the Customer's duly authorised representative (subject always to the limitations imposed under clause 4.2 (if anyl)).

Custome a sup-inhaltans imposed under clause 4.2 (if any)). Change in Centrol The Customer shall give Watson Davies Transport (2018) Ltd not less than fourteen (14) days prior written notice of any proposed to the Customer and/or any other change in 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, contact prince or fax number/s, change of trustees, or business practice). The Customer shall be liable for any loss incurred by Walston Davies Transport (2018) Ltd as a result of the Customer's failure to comply with this clause.

Price and Payment

At Walston Davies Transport (2018) Ltd's sole discretion the Price shall be either.

shall be either:

(a) as indicated on invoices provided by Watson Davies Transport (2018) Ltd to the Customer in respect of Works performed or Materials supplied, or (b) Watson Davies Transport (2018) Ltd provided that the Customer shall be binding upon Watson Davies Transport (2018) Ltd provided that the Customer shall accept Watson Davies Transport (2018) Ltd provided that the Customer shall accept Watson Davies Transport (2018) Ltd special control (2018) Ltd provided that the Customer shall accept Watson Davies Transport (2018) Ltd reserves the right to change the Price.

(a) if a variation to the Materials which are the provided that the Customer shall accept the Price.

a variation to the Materials which are to be supplied is 9.5 squested; or

req. in a variation to the Natienals which are to be supplied is 9.5 requested, or (b) if a variation to the Works originally scheduled (including any 9.6 applicable plans or specifications) is requested; or (c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party not being completed, obscured building defects, change of design, hard rock barriers below the surface, inon reinforcing rods in concrete, or hidden pipes and 9 wining etc.) which are only discovered on commencement of the Works; or (d) in the event of increases to Watson Davies Transport (2018)

or ent of increases to Watson Davies Transport (2018)

(d) in the ewent of increases to Watson Davies Transport (2018). Lid in the coord of labour or materials which are beyond Watson Davies Transport (2018) Ltd a control. Variations will be charged for on the basis of Watson Davies Transport (2018) Ltd's quotation and will be detailed in writing, and shown as variations on Watson Davies Transport (2018) Ltd's quotation, and will be detailed in writing, and shown as variations on Watson Davies ransport (2018) Ltd's invoice. The Customer shall be required to respond to any variation 10 submitted by Watson Davies Transport (2018) Ltd by Watson Davies Transport (2018) Ltd so dat the cost of the variation to the Price. Payment (1019) 11 call variations must be made in full at the time of their completion. At Watson Davies Transport (2018) Ltd's sole discretion a non-refundable deposit may be required. Time for payment for the Works being of the essence, the Price will be payable by the Customer on the date/s determined by Watson Davies Transport (2018) Ltd's solvin high yet.

(a) before commencement of the Works and/or delivery of the 10.2 Materials; or

(a) before commencement of the Works and/or delivery of the 10.2 Materials; or element of the Works; or (b) on completion of the Works; or (c) for certain approved Customer's, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices; (d) the date specified on any invoice or other form as being the 11.1 date for payment or (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer (7) days following the date of any invoice given to the Customer (7) Watson Davies Transport (2018) Ltd.

Payment may be made by cash, cheque, bank cheque, 11.2 electronicon-line banking, or by any other method as agreed to between the Customer and Watson Davies Transport (2018) Ltd. The Customer shall not be entitled to set off against, or deduct from the Price, any sums oved or claimed to be oved to the Customer by Watson Davies Transport (2018) Ltd nor to withhold payment of any invoice because part of that invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer any supply by Watson Davies Transport (2018) Ltd nurst pay to Watson Davies Transport (2018) Ltd under this or any other contract for the sale of the

Materials. The Customer must pay GST, without deduction or set off 11.3 of any other amounts, at the same time and on the same basis as the customer pays the Price. In addition, the Customer must pay any other laxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

Provision of the Works

Price except where they are expressly included in the Finds.

Provision of the Works

Subject to clause 7.2 it is Walson Davies Transport (2018) Ltd's reasonably to ensure that the Works start as soon as it is 12. reasonably possible.

The Works' commencement date will be put back and the correlation date extended by whatever time is reasonable in the event that Walson Davies Transport (2018) Ltd claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond Walson Davies Transport (2018) Ltd's control, inducting but not limited to any failure by the Customer to:

(a) make a selection, or

(b) have the site ready for the Works; or

(c) notify Walson Davies Transport (2018) Ltd that the site is 12.3 ready.

ready.

Wetson Davies Transport (2018) Ltd may deliver the Works by separate instalments. Each separate instalment shall be involced and paid in accordance with the provisions in these terms and conditions.

and paid in accordance with the provisions in triese terms and conditions.

Any time specified by Watson Davies Transport (2018) Ltd for delivery of the Works is an estimate only and Watson Davies Transport (2018) Ltd 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 enable the Works to be supplied at the time and place as was arranged to the Works to be supplied at the time and place as was arranged (2018). Ltd is unable to supply the Works as agreed solling die (2018). Ltd is unable to supply the Works as agreed solling die (2018). Ltd is unable to supply the Works as agreed solling die (2018). Ltd is unable to supply the Works as agreed solling die (2018). Ltd is unable to supply the Works as agreed solling die (2018). Ltd is unable to supply the Works as agreed solling die (2018). Ltd is unable to supply the Works as a later time and date, and/or for storage of the Materials.

Site Access and Condition

of the Materials. Site Access and Condition The Customer shall ensure that Watson Davies Transport (2018) Lich has clear and free access to the work site at all times to enable them to undertake the Works. Watson Davies Transport (2018) Lid shall not be liable for any loss or damage to the site (including, without limitation, damage to overhead power lines, trees, pathways, chriveways and concreted or paved or grassed areas) unless due to the negligence of Watson Davies Transport (2018) Lid.

Ltd. It is the responsibility of the Customer to ensure that access is suitable to accept cranes or other equipment as may be deemed necessary by Watson Davies Transport (2018) Ltd. The Customer agrees to indemnify Watson Davies Transport (2018) Ltd against all costs incurred by Watson Davies Transport (2018) Ltd against all osts incurred by Watson Davies Transport (2018) Ltd in recovering such vehicles in the event they become bogged or otherwise immovable.

Introvacion. It is the intention of Watson Davies Transport (2018) Ltd and agreed by the Customer that it is the Customer's responsibility to provide Watson Davies Transport (2018) Ltd, while at the site, with adequate access to available water, electricity, tollet and washing

Watson Davies Transport (2018) Ltd retains ownership of the aterials under clause 12 then:

enals under clause 1.2 tren. Davies Transport (2018) Ltd is supplying where Walson Davies Transport (2018) Ltd is supplying Materials only, all risk for the Materials shall immediately pass to the Customer on delivery and the Customer must insure the Materials on or before delivery. Delivery of the Materials shall 13. be deemed to have taken place immediately at the time that 13.1

either.
(i) the Customer or the Customer's nominated carrier ta possession of the Materials at Watson Davies Trans (2018) Ltd's address; or (2018) Ltd's address; or

(2018) Ltd's address; or (ii) the Materials are delivered by Watson Davies Transport (2018) Ltd or Watson Davies Transport (2018) Ltd's nominated carrier to the Customer's nominated delivery address; (even if the Customer is not present at the

address (even if the Customer is not present at the address), where Watson Davies Transport (2018) Ltd is to both supply, and install Waterials then Wateron Davies Transport (2018) Ltd shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Customer. e Customer acknowledges that Materials (including) but not tiled to paint, timber, granife, tiles & concretely supplied may exhibit varietions in shade, colour, texture, surface, finish, markings and may control trained in surface. Finish, markings and may face for change colour over time; and expand, contract or distort as a result of exposure to heat, cold, weather; and

incentations and may table or changle colour over time, and (b) expand, contract or distort as a result of exposure to heat, cold, weather, and (c) mark or stain if exposed to certain substances; and (d) be damaged or disfigured by impact or scratching. Where Watson Davies Transport (2018) Ltd is required to install the Materials the Customer warrants that the structure of the premises or equipment in or upon which these Materials are to be installed or erected is sound and will sustain the installation and work incidental thereto and Watson Davies Transport (2018) Ltd shall not be libed for any claims, demands, losses, damages, costs and expenses the substance of the strength of the substance of the substance

Information.

14.

The Customer accepts that minor marks or slight imperfections in 14.1 the Materials are normal, and will not be considered defects. Where Watson Davies Transport (2018) Ltd is not contracted to provide excavation or foundation establishment, no lability shall be accepted by Watson Davies Transport (2018) Ltd for damage or delays caused by defects in the afore-mentioned works. Watson Davies Transport (2018) Ltd reserves the right to delay and/or cancel the provision of the Works if, in Watson Davies Transport (2018) Ltd soprimon, the exacuation or foundation works are not of an acceptable standard.

Carde in glorison, the excavation or foundation works are not of an acceptable standard works, information, assistance or service Parly advisor, precious Devise Transport (2018) Ltd or relation to patients by the common precise Transport (2018) Ltd or ne lation to patients by the common precise to give in good feith, is based on 14.3 Watson Davise Transport (2018) Ltd or ne lation to watson Davise Transport (2018) Ltd or ne lation to watson Davise Transport (2018) Ltd or ne lation to the part of Watson Davise Transport (2018) Ltd and it shall be the responsibility of the Customer to confirm the accuracy and reliability or the same in light of the use to which the Customer makes or 15. Intends to make of the Materials or Works.

Underground Locations
Prior to Watson Davise Transport (2018) Ltd of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Customer must identify include, but are not limited to, electrical services, purpling services, sewer connections, sewer studge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
Whilst Watson Davise Transport (2018) Ltd will take all care to avoid damage to any underground services the Customer agrees to indemnify Watson Davise Transport (2018) Ltd will take all care to avoid damage to any underground services the Customer agrees to indemnify Watson Davise Transport (2018) Ltd will take all care to avoid damage to any underground services and fines as a result of 15.2 change to services provious and fines as a result of 15.2 Compliance with Laws

In mpliance with Laws
Customer agrees that the site will compily with any WorkSafe delines and the Health and Safety at Work Act 2015 relating to dingloconstruction sites and any other relevant safety standards

signification that see an object with execution seeler sections continued to Customer's continued and seed of the Customer's continued and seed of the customer's continued and seed of the customer's continued to the customer of the Western Davies Transport (2018) Ltd of the precise location of all known risks present on the site, and where applicable, induct Western Davies Transport (2018) Ltd's workers (including any sub-contractors as required), on:

18. (i) any WorkSale management system;
(ii) site safety expectations.

18.1 (iii) site safety expectations;
(iv) risks and heric control measures; and (v) incident reporting expectations. (b)

Watson Davies Transport (2018) Ltd has not and will not at any time assume any obligation as the Customer's agent or otherwise which assume any obligation as "the Customer's agent or otherwise which may be imposed upon the Customer from time to time pursuant to the Health & Safety at Work Act 2015 (the "HSW Act") anising out of the engagement. The parties agree that for the purposes of the HSW Act, Waston Davies Transport (2018) Ltd shall not be the person who controls the place of work in terms of the HSW Act.

the engagement. The parties egiper as in this the places of the 162.

HSW Act, Walson Davies Transport (2018) Lid shall not be the person who controls the place of work in terms of the HSW Act.

Wilson Davies Transport (2018) Lid and the Usultomer agree that ownership of the Materials shall not pass unit:

(a) the Customer has paid Walson Davies Transport (2018) Lid all amounts owing to Walson Davies Transport (2018) Lid and some of payment other than cash shall not be suffered to the payment of payment of payment of the than cash shall not be deemed to be payment unit lated from the payment of pay

believes the Materials are kept and recover possession of the Materials. Watson Davies Transport (2018) Ltd may recover possession of any Materials in transit whether or not delivery has occurred, the Customer shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of Watson Davies Transport (2018) Ltd. Watson Davies Transport (2018) Ltd. Watson Davies Transport (2018) Ltd. Materials while they remain the property of Watson Davies Transport (2018) Ltd. Materials sold 20, notwithstanding that ownership of the Materials has not passed 20.1 to the Customer.

13.2

Tolkenizationing use owners and to the Customer.

sonal Property Securities Act 1999 ("PPSA")
n asserting to these terms and conditions in writing the tomer acknowledges and agrees that, these terms and conditions constitute a security agreement for the purposes of the PPSA; and a security interest is taken in all Materials and/or collected as the purpose of the PSA; and is security interest is taken in all Materials and/or collected. (b)

a security inherest is taken in all Materials and/or collateral (account) – being a monetary obligation of the Customer to 20.2 Watson Davies Transport (2018) Ltd for Works – that have previously been supplied and that will be supplied in the future by Watson Davies Transport (2018) Ltd to the Customer. Customer 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 Watson Davies Transport (2018) Ltd may use acceptate and up-to-date in all respects) which Watson Davies Transport (2018)

to-date in all respects) which Watson Davies Transport (2018) Lid may reasonably require to register a financing statement or financing change statement on the Personal Property 20,3 Socurities Register; indemnify, and upon demand reimburse, Watson Davies Transport (2019) Lid for all expenses incurred in registering a financing statement or financing change statement on the 20.4 Personal Property Securities Register or releasing any Materials charged thereby.

Materials charged thereby;
(c) not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Materials and/or 21, collateral (account) in favour of a third party without the prior 21.1 written consent of Watson Davies Transport (2018) Ltd, and (d) immediately advise Watson Davies Transport (2018) Ltd of any material change in its business practices of selling Materials which would result in a change in the nature of proceeds derived from such sales. Watson Davies Transport (2018) Ltd and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

to these terms and conditions. The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

120(2), 121, 125, 126, 127, 129, 131 and 132 of the FPSA.

Unless otherwise agreed to in withing by Wiston Device Transport (2018) Ltd, the Customer waives its right to receive a verification statement in accordance with section 148 of the FPSA.

The Customer shall unconditionally railify any actions taken by Watson Device Transport (2018) Ltd under clauses 13.1 to 13.5.

Security and Charge in Consideration of Watson Device Transport (2018) Ltd under clauses 13.1 to 13.5.

21.2 in consideration of Watson Device Transport (2018) Ltd agreeing to supply the Works, the Customer charges all of its rights, title and interest (whether joint or severall) in any land, realty or other assessed 21.3 to the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

congations under trese terms and conductors (including, our nor limited b, the payment of any money).

The Customer indemnifies Watson Davies Transport (2018) Ltd's costs from and against all Watson Davies Transport (2018) Ltd's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Watson Davies Transport (2018) Ltd's

basis incurred in experiencing watsorn Davies Transport (2019) Los Tiphis under this diause.

The Customer irrevocably appoints Walson Davies Transport (2018) Lid as the Customer's true and lawful attorney's to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Customer's behalf.

limited to, signing any document on the Customer's behalf. Defects in Materials The Customer shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being of the essence) notify Watson Davies Transport (2018) Ltd of any aleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Watson Davies Transport (2018) Ltd an opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials and effective in any way. If the Customer shall all to comply with these positions the Materials shall be presumed the use from any control of the state of the state of the state of the state of Transport (2018) Ltd has agreed in writing that the Customer is entitled to either (at Watson Davies Transport (2018) Ltd's liability is limited to either (at Watson Davies Transport (2018) Ltd's discretion) replacing the Materials will not be accepted for return other than in accordance with 15.1 above.

Materiass will not be accepted for return other than in accordance with 15.1 above.

Warranties
For Materials not manufactured by Watson Davies Transport (2018)
Ltd, the warranty shall be the current warranty provided by the manufacturer of the Materials. Watson Davies Transport (2019)
Ltd. the warranty shall be the current warranty provided by the manufacturer of the Materials.

Consumer Guarantees Act 1993
If the Customer is acquiring Materials for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993
If the Customer is acquiring Materials for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993
Intellectual Property
Where Watson Davies Transport (2018) Ltd to the Customer.

Intellectual Property
Where Watson Davies Transport (2018) Ltd has designed, drawn, or the Customer, then the copyright in all such designs, drawings, drawings, drawings, the manufacturer and products shall remain vested in Watson Davies Transport (2018) Ltd, and shall only be used by the

Customer at Watson Davies Transport (2018) Ltd's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of Watson Davies Transport (2018) Ltd.

The Customer warrants that all designs, specifications or instructions given to Watson Davies Transport (2018) Ltd will not cause Watson Davies Transport (2018) Ltd to Infinge any patent, registered design or trademark in the execution of the Customer's

Transport (2018) Ltd against any action taken by a third party against Watson Davies Transport (2018) Ltd in respect of any such

infringement.
The Customer agrees that Watson Davies Transport (2018) Lid may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which Watson Davies Transport (2018) Lid has created for the

Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar morth (and at Watson Davies Transport (2018) Ltds sole discretion such interest shall compound morthly at such a rate) after as well as before any

Compound Instituty as well as a second program of the control of t

Further to any other rights or remedies Watson Davies Transport (2018) Ltd may have under this contract, if a Customer has made

transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Watson Davies Transport (2018). Ltd under this clause 19, where it can be proven that such reversal is found to be libegal, fraudulent or in contravention to the Customer's obligations

under this contract.
Without prejudice to Watson Davies Transport (2018) Ltd's other remedies at law Watson Davies Transport (2018) Ltd shall be entitled to cancel all or any part of any order of the Customer which emains 1 Transport (2018) Ltd shall, whether or not due for payment, become

ediale able f: any money payable to Watson Davies Transport (2018) Ltd's becomes overdue, or in Watson Davies Transport (2018) Ltd's opinion the Customer will be unable to make a payment when it

(b) the Customer has exceeded any applicable credit limit provided by Watson Davies Transport (2018) Ltd; (c) the Customer becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the

arrangement with creditors, or manages benefit of its creditors, or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

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Cancellation
Without prejudice to any other remedies Watson Davies Transport
(2018) Ltd may have, if at any time the Customer is in breach of any
obligation (including those relating to payment) under these terms

terminate the supply of Works to the Customer. Watson Davies Transport (2018) Ltd will not be liable to the Customer for any loss

Watson Davies Transport (2018) Ltd 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 Customer. On giving such notice Watson Davies Transport (2018) Ltd shall repay to the Customer any sums paid in respect of the Price, less any amounts owing by the Customer to

Watson Davies Transport (2018) Ltd shall not be liable for any loss

In the event that the Customer cancels the delivery of Works the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Watson Davies Transport (2018) It da se direct up of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for products made to the Customer's specifications, or for non-stocklist items, will definitely not be

The Customer authorises Watson Davies Transport (2018) Ltd or Watson Davies Transport (2018) Ltd's agent to:

(a) access, collect, retain and use any information about the

(i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the

(ii) for the purpose of marketing products and services to the

(b) disclose information about the Customer, whether collected by Watson Davies Transport (2018) Ltd from the Customer directly or obtained by Watson Davies Transport (2018) Ltd from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reletence, debt collection or notifying a default by the

21.1 are authorities or consents for the purposes of the Privacy Act

The Customer shall have the right to request Watson Davies Transport (2018) Ltd for a copy of the information about the Customer relained by Watson Davies Transport (2018) Ltd and the right to request Watson Davies Transport (2018) Ltd to correct any

Construction Contract Act 2002
The Customer hereby expressly acknowledges that:
(a) Widston Davies Transport (2018) Ltd 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 Customer, and:
(i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the

(ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or (iii) the Customer has not compiled with an adjudicator's notice that the Customer must pay an amount to Watson Davies Transport (2018) Ltd by a perticular date; and

notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract.

(b) if Watson Davies Transport (2018) Ltd suspends work, it:

(i) is not in breach of contract and

(ii) is not label for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer and

(iii) is entitled to an extension of time to complete the contract

(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 paid or an adjudicator's determination has not been complied with. if Watson Davies Transport (2018). Lid exercises the right to suspend work, the exercise of that right does not: of affect any rights that would otherwise have been available to Watson Davies Transport (2018). Lid under the Contractual Remedies Act 1979; or (ii) enable the Customer to exercise any rights that may

Act as a direct consequence of Watson Davies Transport (2018) Ltd suspending work under this provision.

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

Watson Davies Ltd — Terms & Conditions of Trade

- (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's last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary
- If the Customer at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust 'Trust') then whether or not Walson Davies Transport (2018). Lid may have notice of the Trust, the Customer covenants with Watson Davies Transport (2018). Lid as follows:

 (a) the contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and

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 any breach of trust or be a party to any other action which might prejudice that right of indemnity.

(c) The Customer will not without consent in writing of Watson

- - Ltd will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events;
 (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
 (ii) any alteration to or variation of the terms of the Trust;
 (iii) any alteration to distribution of capital of the Trust; or
 (iv) any resettlement of the trust property.
- 25.2
- (iii) any essettlement of the trust property.

 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waker of that provision, nor shall it affect that party's right 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 and are subject to the jurisdiction of the courts of New Zealand and are subject to the jurisdiction of the courts of New Zealand. Watson Davies Transport (2018) Ltd shall be under no liability whatsoever to the Customer arising out of a breach by Watson Davies and the court of the courts of a single out of a breach by Watson Davies and the court of the courts of the court of the court of the court of the court of the courts of the courts of the court of the court of the court of the courts of the court of the courts of the court of the court of the court of the court of the courts of the court of the cour
- 25.4
- 25.5
- Watson Davies Transport (2018) Ltd may elect to subconfract out any part of the Works but shall not be relieved from any liability to colligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Watson Davies Transport (2018) Ltd's sub-contractors without the authority of Watson Davies Transport
- The Customer agrees that Watson Davies Transport (2018) Ltd may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date
- willing. These charges shall be deemed to take electricity in each example.

 Shall be charged to provide Works to the Customer.

 Shelther party shall be liable for any default due to any act of Sod, war, terrorism, strike, lock-out, industrial action, file, flood, storm or other event beyond the reasonable control of either party.

 Shelther 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.