## J T Carter Plumbers Ltd – Terms & Conditions of Trade

Definitions "JTCP" means J T Carter Plumbers Ltd, its successors and assigns or any person acting on behalf of and with the authority of J T Carter 1. 1.1 r any perso lumbers Lto

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- Plumbers Ltd. "Customer" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one customer is a reference to each Customer jointly and severally. "Goods" means all Goods or Services supplied by JTCP to the Customer at the Customer's encycles from time to time (where the context so permits the terms Goods or Services shall be "Phoe" means the Price paylel for the Goods as a greed between JTCP and the Customer in accordance with dause 4 below. 1.4
- **2.** 2.1
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- JTCP and the Customer in accordance with clause 4 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 6.8 these costs. The Customer places an order for or accepts delivery of 6.9 consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and JTCP. Where the Customer specifically instructs JTCP to clear a branch drain or section of drain only, then any warranty will only apply to sections cleared and not any Uter section of drain. The Customer accepts that JTCPs Price is based on the 6.9 presumption that all existing installations combines with all relevant laws, regulations, codes, compliance and Australian Standards, compliance and New Zealand Standards shall be treated as a variation as per clause 4.2 and Charged accordingly. Electronic signatures shall be deemed to be accepted by either 6.10 party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations. 2.4
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- 3. 3.1
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- 4.2 (a) (b) (c)
- Vanation as per clause 4.2 and charged accordingly. Electronic signalures shall be deemed to be accepted by either 6.10 party providing that the parties have complied with Section 22 of the Electronic Strasschors Act 2020 c any other applicable provisions the Customer shall give .ICC bond to the shall be applicable provisions the Customer shall give .ICC customer's details (including but not limited to, changes in the Customer's details (including but not limited to, changes in the Customer's details (including but not limited to, changes in the Customer's details (including but not limited to, changes in the Customer's details (including but not limited to, changes in the Customer's details (including but not limited to, changes in the Customer's details (including but not limited to, changes in the Customer's details (including but not limited to, changes in the Customer's details (including but not limited to, changes in the Customer's details (including but not limited to, changes in the Price shall be .ITCP's quoted price Augliect Sea 4.2 which using the Price. (a) 11CP reserves the right to change the Price. (b) and a serves are required due to the discovery of hidden or undentifiable difficulties (including, but not limited to, frad (e) nock or other obscured barries per degred due to the discovery of hidden or undentifiable difficulties (including, but not limited to, frad (e) nock or other Services are only discovered on commencement of the Services, range of design, or hidden press and wing in walls, etc.) which are only discovered on commencement of the Services, or in the event of increases to JTCP in the cost of labour or materials which are been made in the Price store of albour or materials which are been made in the Areas of albour or materials which are been made in the Areas of albour or materials which are been made in the Areas of albour or materials which are been made in the Areas of albour or materials which arease been made in the Areas of albour or mater (d)
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- 4.4
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- (a) (b)
- (c) 4.6
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- default. The for payment for the Goods being of the essence, the Price will be payable by the Customer on the date's determined by JTCP, which may be more constrained by the Customer on the date's determined by JTCP. (b) for certain approved Customers, due twenty (20) days following the for certain approved Customers, the date specified on any invoice address or notices. The specified on any invoice or other form as being the date for payment. By any other method as a date and a half percent (2.5%) of the Price, not by any other method as and a half percent (2.5%) of the Price, not by any other method as address to between the Customer and JTCP and a half percent (2.5%) of the Price, not by any other method as address of the Customer must pay to JTCP and until the Customer must pay to JTCP and the sent fort. Based the Price, not by the Customer must pay any other method. In addition, the Customer must pay and the fore, in addition, the Customer must pay and the fore, in the Services start as soon as it is reasonable prise. The Services commencement date will be put back and/or the completion is delayed by an event the Customer must pay to start by the Start or the Services start as soon as it is reasonable prise. The Services commencement date will be put back and/or the counter must pay for any customer written notice) where completion is delayed by an event Customer must pay it as a set or start and by an event Castomer must pay the set of the day by an event the Customer must pay the set of the Code Striper of Goods.
- **5.** 5.1 52
- Customer to: make a selection; or have the site ready for the Services; or notify JTCP that the site is ready or
- (a) (b) (c) (d) 5.3
- lement weather. JTCP's sole discretion the cost of delivery is included in the At JT( Price. JTCP 5.4
- 5.5
- TCP may deliver the Goods in separate instalments. Each separate instalments Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. The Customer shall take delivery of the Goods tendered 10.1 movimits anding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that: (a) such discrepancy in quantity shall not exceed five percent (a) such discrepancy in quantity shall not exceed five percent (b) the Price shall be adjusted pro rata to the discrepancy. Any time or date given by JTCP to the Customer is an estimate only. The Customer such as a result of the delivery of the Goods even if late and JTCP will not be lable for any loss or damage incurred by the Customer as a result of the delivery being late. 5.6
- 6.1 (a)
- Text Construction of the Coods under clause 13 then: If JTCP retains ownership of the Goods under clause 13 then: where JTCP is supplying Goods 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 11. Goods shall be deemed to have taken place immediately at the time 11.1 that the Goods are delivered by JTCP or JTCP's norminated carrier (a to the Customer's nominated delivery address (even if the Customer that and finas). (a) (b) (b)
- In the Distortion of the address of the distort of a minimate canner (b) to not present the address of the address (seen if the Cuistomer (b) to not present the address (seen if the Cuistomer (b) to not present the address (seen if the Cuistomer (b) to not present the address (seen if the Cuistomer (c) to not present the address (seen if the Cuistomer (c) to not present the services (seen if the Cuistomer (c) to not present (see the constraints) (see the cuistomer (c) to the cuistomer (c) the cuistomer (c) to the cuistomer (c) th 6.2
- damages or destroyed then replacement or the Goods shall be at the Gustomer's expense. JTCP shall be entitled to rely on the accuracy of any plans, 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, JTCP accepts no responsibility for any loss, damages, or costs however regulting from these inaccurate plans, specifications or other 13.3 6.3
- accepts in mane publicly of any loss damages the coulds. Job resulting from these inaccurate plans, specifications or other resulting from these inaccurate plans, specifications or other The Customer acknowledges that the presence of plant or tree root growth and/or other blockages may indicate damaged pipe work and therefore where JTCP is requested to merely clear such blockages, JTCP can offer no guarantee against reoccurrence or truther damage. In the event of collapse during the pipe clearing process, JTCP will immediately advise the Customer of the same and shall provide the Customer with an estimate for the full repair of the damaged pipe work. The Customer acknowledges that JTCP is only responsible for parts that are replaced by JTCP and does not at any stage accept any other third party that subsequently fail and found to be the source of the failure, the customer agrees to indemnify JTCP against any loss or damage to the Goods, or caused by the Goods, or any part thereof howscever anisng. 6.4
- 6.5
- or damage to the cuous, or cause of a contract thereof howsever arising. Where the Customer has supplied goods for JTCP to complete the Services, the Customer acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the goods. JTCP shall not be responsible for any defects in the goods any loss or damage to the Goods (or any pat thereof), howsever arising from the use of goods supplied by the Customer. 6.6 Please note that a larger print version of these terms and conditions is available from JTCP on request.

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Goods and/or Services supplied by JTCP unless it is made in writing rimplied by law; and failure on the part of the Customer to fix, install, erect, or maintain the Goods in accordance with any advice, recommendation, specification, information, assistance or service provided by JTCP in relation to Goods or Services supplied. The performance of the Goods in dependent on the environment, product selection, handling, installation and maintenance. Compliance with Laws TCP agree that they will at all times ensure that they comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including occupational safety and health laws relating to building/construction sites, and any other relevant Asbestos/Hazardous Materials and the safe removal and disposal of the same.

Asbestos/Hazardous Materials and the safe removal and disposal of [a] bit the same and the safe removal and disposal of [a] bit the same and the safe removal and disposal of [a] bit the same and the safe removal and disposal of [a] bit the same safe and the safe removal and the safe removal and the safe removal and the safe removal and the safe proved [c] bit the customer shall obtain (af the segmes of the Customer safe of the the segmes of the Customer shall obtain (af the segmes of the customer safe of the segmes of the customer safe of the segmes of the customer safe of the segmes of

Will be inviced in accordance with clause 4.2. Access The cork site all limes to enable them to undertake the Services. UTCP shall not be liable for any loss or damage to the site (including, without limitation, damage to pathwaye, drivewaye and 20. concreted or paved or grassed areas) unless due to the negligence 20.1 of UTCP. UTCP reserves the right to refuse to enter the site to undertake the Services in the event that JTCP believes the site to be unset. In this event, the Customer agrees that it is their responsibility to ensure the site is made safe before JTCP will enter the site. (CP 20.2 shall not be liable for any delays caused, loss, damages, or costs (a) however resulting from an unset site. Undercround Locations

However resulting from an unsafe site. Underground Locations Prior to JTCP commension any work where JTCP has not been contracted to locate services, the Customer must advise JTCP 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, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, ingation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site. Whilst JTCP will kake all care to avoid damage to any underground (b) services the Customer agrees to indemnify JTCP in respect of all and any liability claims, loss, damage, costs and mesa as result of damage to services not precisely located and notified as per clause (c)

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(d)

10.1. (c) Surplus Goods Unless otherwise stated elsewhere in this contract: demolished Goods remain the Customer's property, and Goods which JTCP brings to the site which are surplus remain the property of JTCP. Internate Internate Internate Internate Internate Internate Internate Internate International International

- dollars (SEm). It is the Customer's responses, are similarly insured. THE In CP and the Customer agree that ownership of the Goods shall not pass until: the Customer has paid JTCP all amounts owing to JTCP, and the Customer has paid JTCP all amounts owing to JTCP, and the Customer has met all of its other obligations to JTCP. Receipt by JTCP of any from of payment during than cash shall not 21. be deemed to be payment until that form of payment has been 21.1 it is further agreed that: until ownership of the Goods passes to the Customer in accordance with dause 13.1 that the Customer is only a Balee of the Goods 22. and must return the Goods to JTCP on request. The Customer holds the benefit of the Customer's insurance of the Goods on trust for JTCP and must pay to JTCP the proceeds of any insurance in the event of the Goods being lost, damaged or 22.2 destroyed. .o (a) (b)
- Insurance in the event of the Goods being rus, using to a considered to be the Goods of the Goods of the fand in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods of the than in the Customer rust hold the proceeds to any such ad on trust for JTCP and must pay or 22.3 deliver the proceeds to JTCP and meand. The Customer rust hold the proceeds to JTCP and demand the Customer holds the resulting product on trust for the the far the Customer holds the resulting product to JTCP as 23.1 if so directs. (c)

  - it so directs. the Customer irrevocably authorises JTCP to enter any premises where JTCP believes the Goods are kept and recover possession of ssion of
- Whele 31CP believes ine Goods are kept and recover possession of the Goods. JTCP may recover possession of any Goods in transit whether or 23.2 not delivery has occurred, the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of JTCP. (f)
- (g)

JTCP may commence proceedings to recover the Price of the 23.3 Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

Further to any other rights or remedies JTCP may have under this contract, if a Customer has made payment to JTCP, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by JTCP under this clause 23 where it can be proven that such reversal is found to be illegal, tradulent or in contravention to the Customer's obligations under this agreement. Without prejudce to any other remedies JTCP may have, if at any relating to payment) under these terms and conditions. JTCP may suspend or terminate the supply of Goods to the Customer. JTCP will not be liable to the Customer for any loss or damage the Customer suffers because JTCP has exercised its rights under this clause.

Customer suffers because JTCP has exercised its rights under this datage. e.e., the second s

the Customer 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

a receiver, manager, liquidator (provisional or otherwise) or similar person is apporting in respect of the Customer or any asset of the Customer. Cancellation JTCP may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are notice. JTCP thall repay to the Customer any morey paid by the Customer for the Goods. JTCP shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Customer cancels delivery of Goods the Customer for that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by JTCP as a direct result of the cancellation (including). JTCP as a direct result of the cancellation (including), but not limited to, any loss of profits). Cancellation or of orders for Goods made to the Customer's special organized the customer concellation (including). The Customer and use any information about the Customer, or (i) finculding any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's caredinavitiness, or (i) for the purposes of marketing products and services to the disclose information about the Customer, whether collected by JTCP from the Customer directly or obtained by JTCP from any delived level and use any information about the customer. Where the Customer is an individual the authorities of the Privacy Act 1745. Customer shall have the night to request JTCP for a roy of the information about the customer, relation by JTCP for any or contex of the privacy Act 1745. Customer shall have the night to request JTCP for a roy of the information about the Customer relation for the Castomer.

1993. The Customer shall have the right to request JTCP for a copy of the information about the Customer relained by JTCP and the right to request JTCP to correct any incorrect information about the Customer held by JTCP.

request JTCP to correct any incorrect information about the Customer held by JTCP. Unpaid Seller's Rights Where the Customer has left any item with JTCP for repair, modification, exchange or for JTCP to perform any other service in relation to the item and JTCP has not received or been tendered the whole of any monies owing to it by the Customer, JTCP shall have, until all monies owing to JTCP are paid: a lien on the item; and a custom or the item; and a custom or the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.

the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. The lien of JTCP shall continue despite the commencement of proceedings, or judgment for any monies owing to JTCP having been obtained adjust the Customer. Dispute Resolution (M2), and the same state of the same state of the same state of arbitration under a single arbitrator agreed upon by both paties, or arbitration to be carried out in accordance with provisions of the Arbitration Act 1996. Construction Contracts Act 2002 The Customer hereby expressly acknowledges that: JTCP has the faight 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 in relation to the payment damin is not paid in full by the customer, and: (1) the payment is not paid in full by the due date for payment and no payment is not paid in a payment damin is not paid in full by the Customer hereby expressly acknowledges that: JTCP has the relation to the payment is not paid in full by the Customer in relation to the payment families in the day in full by the Customer in relation to the payment families in the day in full by the Customer in relation to the payment families in the day in full by the Customer methor payment some anount in .TCP the as negative by the Customer in relation to the anount that day the and and in full by the Customer methor and anount that the anount that the Customer or the Customer methors and amount in .TCP the as negative and the customer methors and anount that the anount that the customer and anount the customer and the customer in the cu

(iii) the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to JTCP by a particular date;

the Customer must pay an amount to JTCP by a particular date; and
 (iv) JTCP has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract.
 (ii) TGP suspends work, it
 (iii) a not in breach of contract, and
 (iii) and the for any desy to the Customer or by any person claiming through the Customer; and
 (iii) a entited to an extension of time to complete the contract, and
 (iii) sentited the contract, and may at any time lift the suspension, even if the contract, and may at any time lift the suspension, even if the contract and may at any time lift the suspension, even if the contract and dottener and adjudicator's determination has not been paid or an adjudicator's determination has not been complied with.
 (ii) CPC evercises the right to suspend work, the exercise of that right dates not.
 (iii) entited to customer or evercises any rights that may otherwise in each wailable to the Customer under that date as direct consequence of JTCP suspending work under this provision.
 Ceneral

(ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of JTCP suspending work under this provision. General The failure by JTCP to enforce any provision of these terms and conditions shall not be threated as a waiver of that provision, or framy provision of these terms and conditions shall be invalid, void, liegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced of impaired. These terms and conditions shall be invalid, void, shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of Hamilton, New Zealand. JTCP shall be under no liability whatsover to the Customer for any indirect and/or consequential loss and/or expense (including loss of the invision of the courts of Hamilton, New Zealand. JTCP shall be govern a sing out of a breach by JTCP or for all suffered by the Customer for any indirect and/or consequential loss and/or expense (including loss of the invision of the courts of thamiton, New Zealand. JTCP shall be govern a sing out of the customer for any indirect and/or consequential loss and/or expense shall exceed the Price of the Gods). The Customer shall not be entitled to set off against, or deduct from the Price, any muser, but JCP may amend these terms and conditions at insplue. JTCP may license or sub-contract all or any part of its rights and conditions at any time if JCP may amend these terms and conductions any time is JCP or provide Goods to the Customer with TCP to ontitis the Customer of such changes. The Customer with TCP to provide the accustomer of such change. The Customer with a such to have accepted such changes in the customer makes a further request for JCP to provide Goods to the Customer with a such to have accepted such changes in the customer with a generemict and has obtained all necessary avoid for a dot, solitor or other event beyond the reasonable control of etter par

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receiver, manager, liquidator (provisional or otherwise) or erson is appointed in respect of the Customer or any ass

- TICP may commence proceedings to recover the Price of the 23.3 Goods sold notwithstanding that ownership of the Goods has not passed to the Customer. Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Customer achieved security agreement for the parcener of the PPSA, and process of the PPSA, and and Goods and/or colleteral (account) -being a monetary obligation of the Customer to JTCP for Services -that have previously been supplied and that will be supplied in the future by JTCP to the Customer. The Customer undertakes to sign any further documents and/or provide any further information (such information to be complied, accurate and up-to-date in all respects) which JTCP may reasonably require to register a Property Securities Register indemnify, and upon demand reimburse, JTCP for all expenses (i) indemnify, and upon demand reimburse, JTCP for all expenses any Goods Actarged thereby, not register, or permit to be registered, a financing classe practices of selling the Goods which would result in a change in the JTCP and the Customer are that not the Goods and/or consent of JTCP and way material change in its business practices of selling the Goods which would result in a change in the JTCP and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA, and JTCP and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA and any material change in its business practices of selling the Goods which would result in a change in the 24.1 JTCP and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA and 130 or PCP the Customer waives its right to receive a verification statement in accordance 24.2 with section 148 of the PPSA. The Customer shall unconditionally ratify any actions taken by JTCP under clauses and the or the state and the prevention of the customer shall unconditionally ratify any actions taken by JTCP under clauses and of the prevention statement in accordance 24.2 with sectio

- The Customer shall unconditionally ratify any actions taken by JTCP under clauses 14.1 to 14.5. Security and Charge 24.3 In consideration of JTCP agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of body of the future, by 25. Secure the performance by the Customer of its obligations under 25.1 theyment of any money). The Customer of its obligations under 25.1 theyment of any money). The Customer of this obligations under 25.1 theyment of any money). The Customer of this obligations under 25.1 the Customer indermities JTCP from and against all JTCPs costs and disbursements including legal costs of a solicitor and own client basis incurred in exercision JTCPs rights underlys to perform all (b) necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the Customer's toeland.

- Customer's behalf. Customer's Disclaimer The Customer hereby disclaims any right to rescind, or cancel any 25.2 contract with JTCP or to sue for damages or to claim restitution

contract with JTCP or to sue for darages or to claim restitution arising out of any inadvertent misregnesentiation made to the Customer by JTCP and the Customer acknowledges that the Goods 25.3 are budght leving solely upon the Customer's skill and judgment. Fitness of Purpose The Customer agrees that the Contractor shall not be liable for any: representation, promise or undertaking the fitness or otherwise of 26. Goods and/or Services supplied by the Contract unless it is made in 26.1 writing or implied by law; and failure on the part of the Customer to fix, install, erect, or maintain the Goods in accordance with any advice, recommendation, specification, information, assistance or services provided by the Contractor in relation to Goods or Services provided by the performance of the Goods in dependent on the environment, (b) product selection, handling, installation and maintenance.

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- TCP is addressing to be accepted provided that: the Customer has compiled with the provisions of clause 18.1; and TCP has agreed in writing to accept the return of the Goods; and the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and JTCP will not be liable for Goods which have not been stored or the cost of the delivery and the for Goods which have not been stored or the cost of the delivery and the store of the store of the delivery and the store of the store of the delivery and the store of the delivery and the store of the store of the delivery and the store of the store of

the Gloods are returned at the Customer's cost within seven (/) days of the delivery date; and JTCP will not be liable for Goods which have not been slored or used in a prover namer, and of the delivery entances, and of the delivery of the delivered and which they were delivered and with all packaging material, brochures and instruction material in a new condition as is reasonably possible in the droumstances. JTCP may (in its discretion) accept the return of Goods for credit but this may incur a handing fee of thirty percent (30%) of the value of the returned Goods plus any freight. Non-stockist terms or Goods ordered or made to the Customer's specifications are under no circumstances acceptable for credit or return. Warranty bus contrasting the second of the second second second apparent and is reported to JTCP with six (6) months of the date of delivery (time being of the warranty yeet out in dause 20.2 JTCP warranty that conditions of warranty set out in dause 20.2 JTCP avainants that if any defect in any workmanship. The conditions applicable to the warranty yeet out plause 20.1 are: the warranty shall not cover any defect or damage which may be caused or party caused by or area through: (i) facility caused by or area through: apparent or the part of the Customer to follow any instructions or (ii) any use of any Goods after any defect becomes apparent or would have become apparent to a reasonably **29**. pudent operator or user; or (ii) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably **29**. I he warranty shall not exter or or cost of the duranty if the workmarship is repaired, alleved or order down cor customer for any delay in there dor order down cor customer for any delay in there or order down cor customer for any delay in the there rehaind without JTCPs or mont.

circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without JTCP's consent.
in respect of all claims JTCP shall not be liable to compensate the Customer for any delay in either replacing or remedying the 29.2 workmanship or in properly assessing the Customer's claim.
For Goods not manufactured by JTCP, the warranty shall be the current warranty provided by the manufacture of the Goods. TCP 29.3 shall not be liable to compensate the 10 to the double of the construction, representation or warranty other than that which is given by the manufacture of the Goods. TCP 29.3 shall not be bound by onr be responsible for any term, condition, representation or warranty other than that which is given by the manufacture of the Goods. TCP shall not be liable to quality or subterily to inspect the same and that he accepts the same with all faults and that no warranty is given by 29.4.
JTCP as to the quality or subterily to inspect the Goods, or caused by the Goods, or any part thereof however anisn.
29.5 Consumer Guarantees Act 1933
If the Customer is acquiring Goods for the purposes of a trade or 29.6 business, the Customer achoweldeges that all despined, drawn or developed Goods for the Customer warrants that all despins, specifications or instructions given to JTCP will not cause JTCP to the Customer's actions and drawings and 29.7 documer's out hat all DTCP may (at no cost) use for the purposes of market designs, specifications or instructions given to JTCP will not cause JTCP to the Customer's domains and the due warranty action taken by at that all despins, specifications or instructions given to JTCP may (at no cost) use for the purposes of marketing or entry into any competition, any document's designs, drawings or Goods which JTCP has the customer's domain the property of JTCP.

documents, designs, drawings or occore ...... for the Customer. Default and Consequences of Default 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 month (and at JTCPs sole discretion such interest shall compound monthly at such a rate) after the before any judgment.

also etion such meters shall compound monunity at such a rate janet as well as before any judgment. If the Customer owes JTCP any money the Customer shall indemnify JTCP from and against all costs and disbursements incurred by JTCP in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, JTCP's collection agency costs, and bank dishonour fees).