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 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 at the Customer at the Dustomer's request from time to time (where the context so permits the terms Goods' or Services' shall be "Pritoe" means the Pritoe paylel for the Goods as a greed between JTCP and the Customer in accordance with dause 4 below. 12 1.3 JTCP and the Customer in accordance with dause 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 series and conditions may only be amended with JTCPs 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 be any other section of drain. The Customer accepts that JTCPs Price is based on the 6.9 presumption that all existing installations complies with all relevant laws, regulations, codes, compliance and Australian Standards, but to standard to meet relevant laws, regulations codes, compliance and Australian Standards, but to standard to meet relevant laws, regulations codes, 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 better only regulations. The control of the Act or any Regulations referred to in that Act. **2.** 2.1 2.2 vanation as per clause 4.2 and charged accordingly. Electronic signatures shall be deemed to be accepted by either feather party providing that the parties have compiled with Section 22 of the Electronic Transactions Act 202 or any other applicable provisions believe to the party provisions and the party of the party o 2.5 (d) 43 default.

(a)

default.

(b)

Time 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: on delivery of the Goods; for creatin approved Customers, due twenty (20) days following the for creatin approved Customers, due twenty (20) days following the for creatin approved Customers, due to the Customer's address or address for notices; failing any notice to the contrary, the date specified on any invoice or other form as being the date for payment.

Payment may be made by cash, cheque, bank cheque, 8.1 electronicon-line banking, credit card (plus a surcharge of up to two and a haft percent (2.5%) of the Price, by by any other method as agreed to between the Customer must pay to JTCP an amount equal to any GST JTCP must pay for any supply by JTCP under this or any other agreement for the sale of the Goods. The Customer must pay SST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price, and the payon of the price of the same basis as the Customer pays the Price.

Delivery of Goods

Sulpet to Quase 5.2 it is JTCP's responsibility to ensure that the Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the Services 4.5 4.6 Customer to: make a selection; or have the site ready for the Services; or notify JTCP that the site is ready or lement weather. JTCP's sole discretion the cost of delivery is included in the Drives and the second of the s Risk
Risk
Risk
If JCP relatins 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
Goods shall be deemed to have taken place immediately at the time
that the Goods are delivered by JTCP or JTCP? nominated carrier
to the Customer's nominated delivery address (even if the Customer
to the Customer's nominated delivery address (even if the Customer
the address.) (a) (b) to the Customer's nominated delivery address (even if the Customer is nominated of the control o 6.2 damägae or destroyed men replacement or the cooks shall be at the Customer'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 agree State in the event that any of this information provided by the Customer is inaccurate, JTCP accepts for esponsibility for any loss, damages, or costs however reguling from these inaccurate plans, specifications or other accepts more possibility for any loss damages or costs however sessiting from these inaccurate plans, specifications or other fromation. The customer acknowledges that he 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 orther 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 acknowledges to indemnify JTCP against any loss or damage to the Goods, or caused by the Goods, or any part thereof howeverver arising.

The Customer warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods and that any plumbing connections (including, but on time the connections including, but on the connections that any plumbing connections (including, but on the connections including, but on the connections including the talk of the connections of the connect be damegue or ususquere by more reale undesirable smalls caused by a system as a result of its normal operation.

(Lustomer Acknowledgments It is the internation of JTCP and agreed by the Customer that it is the responsibility of the Customer to provide and have erected scaffolding to enable the Services to be undertaken (where in scaffolding or enable the Services to be undertaken (where in scaffolding or enable the Services to be undertaken (where in scaffolding or enable the Services to be undertaken (where in scaffolding step is the scaffolding sca Goods and/or Services supplied by JTCP unless it is made in writing or implied by Jux; 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 JTCP 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 1 safety standards or legislation, particularly those in relation to 19.1 oAsbestos/Hazardous Materials and the safe removal and disposal of (b) Asbestos/Hazardous Materials and the safe removal and disposal of [a) the same.

JTCP shall only supply and connect to New Zealand approved (c) equipment. All gas pipework must be compliance tested prior to the compliance tested prior tested prior to the compliance tested prior te will be invoiced in accordance with clause 4.2.

Access
The Customer shall ensure that JTCP has clear and free access to
19.3 the Customer shall ensure that JTCP has clear and free access to
17.5 the Customer shall ensure that the thing to undertake the Services.
17.5 the customer shall ensure that the sole of the site (including, without limitation, damage to pathwayer, drivewaye and 20. concreted or paved or grassed areas) unless due to the negligence 20.1 of JTCP.

JTCP reserves the right to refuse to enter the site to be unsafe, In this event, the Customer agrees that it is their responsibility to ensure the site is made safe before JTCP will enter the site. JTCP 20.2 shall not be liable for any delays caused, loss, damages, or costs (a) however resulting from an unsafe site.

Indecorporate the site of the however resulting from an unsafe site.

Monderground Locations

Prior to JTCP commencing any work where JTCP has not been contracted to locate services. New 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, gave services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.

Whilst JTCP will take all care to avoid damage to any underground (b) services the Customer agrees to indemnify JTCP in respect of all and any liability dams, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per dause (c). 10.1." (c)
Surplus Goods
Unless otherwise stated elsewhere in this contract:
demolished Goods remain the Customer's propertyr, and
Goods which JTCP brings to the site which are surplus remain the
property of JTCP.
Insurance
Location State Contract
Contraction
Location State
L dollars (\$5m). It is the Customer is responsible.

Title

Tribe

insurance in the event of the Goods being ital, uninegate destroyed, the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for JTCP and must pay or deliver the proceeds to JTCP or demand. 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 resulting product on trust for the benefit of JTCP as and must sell, dispose of or return the resulting product to JTCP as 23. and must sell, dispose of or return the resulting product to JTCP as 21. it so directs.
the Customer irrevocably authorises JTCP to enter any premises where JTCP believes the Goods are kept and recover possession of

whele 310P believes the 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)

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.

ITCP 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 acknowledges and agrees that:
these terms and conditions constitute a security agreement for the purposes of the PS had and Goods and/or collateral (account) being a monetary objigation 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 complete, accurate and up-to-date in all respects) which JTCP may reasonably require to register a register of the property Securities Register indemnify, and upon demand reimburse. JTCP for all expenses (incurred in registering a financing statement on the Personal Property Securities Register or releasing any Goods charged thereby, not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or (c) consent of JTCP, and invested the property Securities Register or releasing any Goods charged thereby, not register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or (c) consent of JTCP, and invested to the property securities register or releasing any Goods charged statement in relation to the Goods and/or (c) consent of JTCP, and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions. The Customer waives its right to receive a verification slatement in accordance 24.2 with section 148 of the PPSA.

The Customer shall unconditionally ratify any actions taken by JTCP under clauses 14.1 to 14.5.

Security and Charge.

The Customer shall unconditionally ratify any actions taken by JTCP under clauses 14.1 to 14.5.

Security and Charge
In consideration of JTCP agreeing to supply the Goods, the Customer charges all of list rights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Customer either now or in the future, by 25. secure the performance by the Customer of its obligations under 25.1 happenent of any money). The Customer indemnifies JTCP from and against all JTCP's costs and disbursements including legal costs of a solicitor and own client basis incurred in exercising JTCP's notifus under this clause. The Customer irrevocably appoints JTCP and each director of JTCP as the Customer's twe and lawful attorney's 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 behalf.

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 damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by JTCP and the Customer acknowledges that the Goods are bought relying 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 6 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 service provided by the Contractor in relation to Goods or Services supplied. The performance of the Goods in dependent on the environment, (b) product selection, handling, installation and maintenance.

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Returns
Return

the Goods 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 stored or used in a proper manner, and the control of the delivery date; and JTCP will not be liable for Goods which have not been stored or used in a proper manner, and the control of the returned and with all packaging material, brochures and instruction material in as new condition as is new condition as the state of the return of Goods for credit but this may incur a handling fee of thirty percent (30%) of the value of the returned Goods plus any freight.

Non-stocklist tens or Goods ordered or made to the Customer's specifications are under no circumstances acceptable for credit or return.

Warrany
Warrant in the conditions of warranty set out in dause 20.2 JTCP submits that if any defect in any workmanshor of JTCP becomes apparent and is reported to JTCP will either (at JTCP's sole discretion) replace or remedy the workmanship. The conditions applicable to the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

(i) failure on the part of the Customer to follow any instructions or consistent of the part of the Customer to follow any instructions or consistent of the part of the Customer to follow any instructions or consistent of the part of the Customer to follow any instructions or consistent of the part of the Customer to follow any instructions or consistent of the part of the Customer to follow any instructions or consistent of the part of the Customer to follow any instructions or consistent of the part of the Customer to follow any instructions or consistence of any Goods after any defect becomes apparent or would have become apparent to a reasonably 29. prudent operator or user, of Goods, for the warranty shall cease and JTCP shall not be liable to compensate the Customer for one del

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 manufacturer of the Goods. JTCP 29.3 shall not be bound by nor be responsible for any term, condition, representation or warranty their than that which is given by the manufacturer of the Goods. JTCP 29.3 shall not be bound by nor be responsible for any term, condition, representation or warranty their than that which is given by the manufacturer of the Goods. However, the condition of the Goods or warranty that he has had full opportunity 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 sultability for any upropse and any imple dwarranty, statutory or otherwise, is expressly excluded. JTCP shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however anising.

29.5 Consumer Guarantees Act 1993 of ont of apply to the supply of Goods by JTCP to the Customer. Act 1993 of ont of apply to the supply of Goods by JTCP to the Customer. Intellectual Propers. Act 1993 of ont of apply to the supply of Goods by JTCP to the Customer. The Latter of the configuration of the Customer warrants that all designs, specifications or instructions given to JTCP will not cause JTCP to infininge any 29.8 patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify JTCP against any action taken by a third party against JTCP in respect of any such infiningement.

The Customer agrees that JTCP may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designed, clawings or Goods whit JTCP has created fo

documents, designs, drawings or occording to 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 JTCP's sole
discretion such interest shall compound monthly at such a rate) after

"I se before any judgment."

The Customer shall discretion such interest shall compound monthly a such a rate) after as well as before any judgment. If the Customer owes JTCP any money the Customer shall indemnify JTCP from and against all costs and disbursement 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). 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, fraudulent or in contravention to the Customer's obligations under this agreement. Without prejudice 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 illegal to the Customer of any loss or damage the Customer suffers because JTCP has exercised its rights under this clause.

Customer suriers because JICP has exercised its rights under this clause.

Without piece to JTCP's after remedies at law JTCP shall be writted to cancel all or any part of any order of the Customer which are all the piece of the customer which are all the piece of the piece of

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

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

a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed 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 apply or cancel delivery of Goods at any time before the Goods are apply or cancel delivery of Goods are the Goods. JTCP that repay to the Customer any money paid by the Customer for the Goods. JTCP shall not be table for any loss or damage whatsoever arising from such cancellation. In the event 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, but not limited to, any loss of profits). Cancellation of orders for Goods made to the Customer's specifications, or for non-stockist items, will definitely not be access, collect, retain and use any information about the Customer's profits of the purpose of marketing products and services to the Ministry of Justice) for the purpose of marketing products and services to the Ministry of Justice) for the purpose of marketing products and services to the Ministry of Justice) for the purpose of marketing products and services to the Ministry of Justice) for the purpose of marketing products and services to the Ministry of Justice) for the purpose of marketing products and services to the Ministry of Justice) for the purpose of marketing products and services to the Ministry of Justice) for the purpose of marketing products and services to the Ministry of Justice) for the purpose of marketing products and services to the Ministry of Justice) for the purpose of marketing products and services to the Ministry of Justice) for the purpose of marketing products and services to the Ministry of Justice) for the purpose of marketing products and services to the Ministry of Justice) for the purpose of marketing products and services to the Ministry of Justice

1993. Stomer shall have the right to request JTCP for a copy of the information about the Customer retained 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 had test step the restriction of the control of the service in 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 if by the Customer, JTCP shall have, until all monies owing to JTCP are paid:
a lien on the item; and 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 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 moises owing to JTCP having been obtained against the Customer.

Dispute Resolution (IN) noses between the Customer and JTCP Additional Conference of the Section of the Section

(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.
(if) ITCP suspends work, it
(i) is not in breach of contract, and
(ii) is not in breach of contract, and
(iii) is not in breach of contract, and
(iii) is entitled to any boss or damage whatsoever suffered, or
admiring through the Customer; and customer or by any person
claiming through the Customer; and
(iv) keeps its rights under the contract including the right to
terminate the contract, and may at any time lift the suspension,
even if the amount has not been paid or an adjudicator's
determination has not been complied with
if JTCP exercises the right to suspend work, the exercise of that
print does not.
(ii) ITCP under the Contractual Remedies Act 1979; or
(ii) enable the Customer to exercise any rights that may otherwise
have been available to the Customer under that Ad as a direct
consequence of JTCP suspending work under this provision.
General
The failure by JTCP to enforce any provision of these terms and

(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 perforce any provision of these terms and conditions shall not be treated as a warver of that provision, of any provision of these terms and conditions shall be investigated as a warver of the provision, of any provision of these terms and conditions shall be invalid, voicing the provision of these terms and conditions shall be invalid, voicing the provision of these terms and conditions shall be invalid, voicing the provision of 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 Hamilton, New Zealand.

JTCP shall be under no liability whatsoever to the Dustomer for any indirect and/or consequential loss and/or expense (including loss of morth) suffered by the Oustomer airsing out of a breach by JTCP and by the Oustomer airsing out of a breach by JTCP and by the Oustomer or ourcumstances shall exceed the Price of the Goods).

The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by JTCP nor to withhold payment of any invoice because part of that invoice is in dispute.

JTCP may license or sub-contract all or any part of its rights and conditions any imm. If JTCP makes ot change to be seen seen and outlines and running the proper of the customer agrees that JTCP may amend these terms and conditions any imm. If JTCP makes ot change to be seen seen and the proper of the proving the customer was a further request for JTCP to provide Goods to the Customer was a further request for JTCP to provide Goods to the Customer was a further request for JTCP to provide Goods to the