

CREDIT ACCOUNT APPLICATION

Insinc Products Limited Terms & Conditions of Trade Insinc Products Limited 29 Albatross Road, Red Beach, Auckland 0932 Phone: 0508467462 Email: stephanie@insinc.co.nz Web: www.insinc.co.nz

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer's Details:	□ Individ	ual 🗆 Sole	Trader 🛛 Trus	t 🛛 Partnership	Company	Other:				
Full or Legal Name:										
Trading Name:										
Nature Of Business:										
Physical Address:									Postcode:	
Previous Address:									Postcode:	
Billing Address:									Postcode:	
Email Address:				Phone No:			Mobile No:		_	
Solicitors Firm:				Partner:			Phone No:			
Accountants Firm:				Partner:			Phone No:			
Personal Details: (To b	pe complet	ed by individua	al applicants, if m	ore than one, please a	attach a separate	e sheet)				
First Name.				Last Name:				D.O.B.		
Driver's Licence No:			Phone No):		Mobile No:				
Private Address:						-			Postcode:	
Business Details: (To	be comple	ted by Sole Tra	aders, Trust, Part	nerships, Companys o	or Other – as sp	ecified)			_	
Company Number:				Paid Up Capital:	\$		Date In	ncorp. (current ow	(ners):	
Estimated Annual				GST No: (if appli	cable)				_	
Purchases: \$ Maximum Credit Requested: \$				_		ccounts available	? 🗆 Yes	□ No		
Business Premises:	Owned	□ Rented □	I Mortgaged (to w	hom):						
Directors / Owners /	Trustee (i	f more than two	o, please attach a	separate sheet)						
(1) Full Name:							D.O.B.			
Private Address:									Postcode:	
Driver's Licence No:			Phone No):		Mobile No:			_	
(2) Full Name:							D.O.B.			
Private Address:									Postcode:	
Driver's Licence No:			Phone No):		Mobile No:			_	
Privacy Officer Contac	ct Name:					-				
Email:					Phone No:					
Account Terms:	7 Days	🗆 20 Days		□ Other:						
Purchase Order Require	ed?	□ YES	□ NO		Accounts to b	e emailed?	I YES I	□ NO		
Accounts Email:										
Accounts Contact:					Phone No:					
Bank and Branch:					Account No:					
Trade References: (ple	ease provid	le companies t	hat are willing to	do trade references)						
Name:			Location:			Phone / Email	:		Average Mon	thly Spend
								· .		
I certify that the above inf	formation is	true and correct a	and that Laccent the	supply of credit by by Ing	sinc Products Limit	ed (IPL) I have read	and understan	nd the TERMS AND (TRADE (overleaf
or attached) of Insinc Pro										

or attached) of Insince Products Limited which form part of, and are intended to be read in conjunction with this Credit Application Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein

SIGNED (CUSTOMER):	SIGNED (IPL):						
Name:	Name:						
Position:	Position:						
Date:	Date:						
n 1 af 2							

- Definitions
 Continues the terms and conditions contained heaving together with any Price, order, invoice or other document or interact means the terms and conditions contained.
 'Piter means inside: Products Limited (or otherwise referred to as the Vendor'). As successors and assigns or any person acting on behalf of and with the authority of tersic Products Limited.
 'Catomer' means the persons, entities or any person acting on behalf of and with the authority of these Chordus Limited.
 'Catomer' means the persons, entities or any person acting on behalf of and with the authority of these Chordus Limited.
 'Catomer' is an antership, it shall all catod potter priority and sevenity; and
 If there is more than one Customer, is an efference to each Customer primity and sevenity; and
 If the Customer's a part of a Trust, shall be bound in their capacity as a trustee, and
 (in clucks the Customer's accustos, administrations, successors and personality, and/yet the Customer's and the Customer's and the Customer's and the set of the customer's execution, administration, and their expanding and the set of the Customer's and periods, or Services, subject by PL to the Customer's devices' shall be tool.
 Cohela's means small fields or a deviced on a user's altectoric device. They are designed to hold a modelst amount of data (include) PII specific an autorias fractioner does not with the advice able concores the background when ordering from the website, them the Customer's alta the customer's net whether and on the background when ordering from the Price paytel (cluster) shall be accusof and the prices are clustees.
 Price' means the Price paytel (cluster) shall be accusof and the prices are clustees to a the scale the Price shall clustees are Customer's alta the price paytel (

- Acceptance
 Construmer is taken to have exclusively accepted and is immediately bound, pintly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Goods.
 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the praters tave entered into, the terms of this Contract and provide .
 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of this manual conditions contained in this Contract may only be amended in writing by the consent of this manual conditions contained in this Contract the consent of this manual conditions contained in this Contract the consent of the manual conditions contained in the consent of the manual conditions contained in this Contract the consent of the manual conditions contained in this Contract the consent of the manual conditions contained in the consent of the manual conditions contained in the consent of the manual consent of the consent of the manual conditions contained in the consent of the manual consent of the manual conditions contained in the consent of the manual conditions contained in the consent of the manual cons
- 2.3 Any amendm of both part
- 2.4 The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has con a Customer Information Form with IPL and it has been approved with a credit limit established for the acc

- the classifier Audition Early of Goods request encoded that is also that the defined unit in the Classifier Audition that the support of Goods request encoded that additional that the defined unit in the Classifier Audition that the support of Goods request encoded the classifier Audit of the Audit Audit Audit of the Audit of the Audit of the Audit of the Audit Audit of the Audit of the Audit Audit of the Audit Audit of the Audit

Errors and Omissions The Customer acknowledges and accepts that IPL shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s); or actual error(s) and/or omission(s): (a) resulting from a inadventent missiake made by IPL in the formation and/or administration of this Contract, and/or (b) contained infomitted from any literature (hard cocy and/or electronic) supplied by IPL in respect of the Cootta in the event such a nerror and/or omission occurs in accordance with clause 31 and is not attributable both engligence and/or wild misconduct of IPL; the Customer shall not be entitled to treat this Contract as repudiated nor render it investigation of the contract as repudiated nor render its of the contract as repudiated nor render its investigation of the contract as repudiated nor render its of the contract as repudiated nor render its investigation of the contract as repudiated nor render its of the contract as repudiated nor render its investigation of the contract as repudiated nor render its of the contract as repudiated nor render its investigation of the contract as repudiated nor render its of the contract as repudiated nor render its investigation of the contract as repudiated nor render its of the contract as repudiated nor render its of the contract as repudiated nor render its investigation of the contract as repudiated nor render its of the contract as repudiated nor

- 32
- Clerical errors or omissions, whether in computation or otherwise in the quotation, acknowledgement or invoice shall be subject to correction.

- 4. Authorised Representatives
 4.1 The Customer adnowledges that [PL shall (for the duration of the Goods) liaise directly with one (1) authorised representatives, and that one introduced as such to IPL, that person shall have the full authority of the Customer to order any Goods, and/or to request any variation thereto on the Customer's behall. The Customer accepts that they will be solely table to IPL or all additional costs incurred by IPL (including IPL's potth margin) in providing any Goods, or variation's day authorised representative.
 4.2 If the Customer's dury authorised representative as previous 4.1 is to have only limited authority to at on the Customer's behall. There requested the the Customer's dury advised representative.
- Coscuers s verain, user the coscuere max spectrum, and coarry arvive inclument on the planners of the limited authority granted to their representative. The Costomer specifically acknowledges and accepts that they will be solely liable to IPL for all additional costs incurred by IPL (including) Fits yorth margin) in providing any Goods, or variations requested by the Customer's duly authorised representative (subject always to the limitations imposed under clause 4.2 (if any)).

Change in Control
 The Custome shall give IPL not less than fourteen (14) days prior written notice of any proposed change of ownersh of the Customer and/or any other change in the Customer's details (including but not limited to, changes in th Customer's name, address, contact details, change of diredors, change of truttees, or business practice). Th Customer shall be liable for any loss incurated by FLB as result of the Customer's failure to comply with this clause

- Customer shall be liable for any loss incurred by IPL as a result of the Customer's failure to comply wen this cause.

 Price and Payment
 11 A IPL's sole discrition the Price shall be either:

 as indicated on invices provided by IPL to the Customer in respect of Goods performed or Goods supplied; or
 IPL's Price in writing writin thirty (30) ages unless specifically quoted otherwise, within the quotation.
 IPL serve in writing writin thirty (30) ages unless specifically quoted otherwise, within the quotation.
 IPL serve in writing writin thirty (30) ages unless specifically quoted otherwise, within the quotation.
 IPL serve in writing the Proces.
 III a variation to the Goods which are to be supplied in sequenced or
 IPL server of Incursates to IPL. In the cost of Inboar or materials (including but, not limited to any variation as a result of fluctuations in currency sechange rates or incraases to IPL in the cost of taxes, levies, freight or insurance charges, or delays in shipment / wheeless supplied in variation to the Price. Payment for the Goods being of the sestion of the variation to the Price. Payment for all variations must be imaged for on the basis of IPL's Price, and will be delayed in writing, and shown as variations on IPL's invice.

 If the data specified on any invice or other completion. The Price will be payable by the Customer on the dates' determined by IPL, which any point of the sestion of the area for any non-took list term or basic server (a) immediately applied at the inte Other conclose; due ther grades an order for any non-took list term or basic codes there (a) grades flower or holes, set indices and there are no to-basic its exert in the to basic and pays flowing the end of the mode hi warkinnes (a) submices and the pays and by the mode in the mode in the coustomer's address or address for notalit

- 6.6
- (c) immediately payable at the time the Customer places an order for any non-stock list term or bespoke Goods that IPL have to pay third party supplier.
 Payment may be made by detertunicon-line banking, EFIPOS, Google Pay, Apple Pay, craft card (a surcharge par transaction may apply) of by any other method as agreed to between the Customer and PL.
 [PL may in its discription allocate any payment received from the Customer towards any involce that IPL determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer IPL may re-allocate any payments previously received and allocate. In the absence of any payment allocation by IPL, payment will be deemed to be allocated in such marine as preserves the maximum value of IPL's Purchase Money Security Interest (as defined in the FPSA) in the Goods.
- in the PPSA) in the Goods. 5. 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 PL. nor to withhold payment of any invoice because part of that invoice is in dispute. So Unless otherwise stated the Price does not include CST. In addition to the Price, the Customer must pay to JPL an amount equal to any CST IPL must pay for any supply by JPL under this or any other agreement for the sale of the Goods. The Customer must pay CST, without deduction or set off of any other auxorst, at the same time and on the same basis as the Customer pays pay by the Price. In addition to the manufits, at the same time and on the same basis as the Customer pays pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are excepted involuted in the Price.

- Delivery of the Goods
 1: At IP's sole discretion, delivery of the Goods shall take place when the Goods are supplied to the Customer at the Customer's norminated address, even if the Customer is not present at the address or when the Customer or the Customer's norminated address possession of the Goods at IP's address.
 2. At IP'L's sole discretion the cost of delivery is added to the cost price of the Goods.
 3. Delivery of the Goods to a third party norminated by the Customer is deemed to be delivery to the Customer for the

- 7.3 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this Contract.
 7.4 IPC may delive the Goods by geparate instalments. Each separate instalment shall be invoiced and paid in accordance with the provident in these terms and conditions.
 7.3 Any time specified by IPC for delivery of the Goods is an element endy and IPC. We limit by the limit of the provident by the grade by the provident by the grade b

- Dimensions, Plans and Specifications
 Plans and Specifications and other information provided by the Customer.
 The Customer achnowledges and agrees that in the event that any of this information provided by the Customer is inaccurate. [PL accepts on responsibility for any loss, damages, or costs however resulting from these inaccurate all be responsible providing accurate data. [PL short eth all be velocity of the accurate and be velocity of the Customer is a supplied by the Customer's and the velocity of the accurate data being supplied by the Customer's end of the velocity of the accurate of the Customer's and the customer's and the customer's end of the customer's end of the customer's end of the accuracy of the measurements and quantities. PLaceards the customer's hours of the supplied by the responsibility for any loss, damages, or costs however resulting from the customer's fault.

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- Risk
 Risk
 If IPI retains ownership of the Goods under clause 13 then where IPL is supplying Goods only, all risk for the Goods
 shall immediately pass to the Coutomer on delivery and the Customer must insure the Goods on or before delivery.
 Delivery of the Goods shal be deemed to have taken place immediately at the time that the Goods are delivered by
 IPL or IPL's noninated carrier to the Customer's noninated delivery address (even if the Customer's non the defines).
 Substitution of the maximum of the Customer's noninated delivery address (even if the Customer's non the defines).
 Substitution of the maximum of the Customer's non the defines). 92
- the address), built address) de provisions of clause 9.1 if the Customer specifically requests IPL to leave Goods outside IPL's premises for collection or to deliver the Goods to an unattended location then such Goods shall always be left at sole risk of the Customer and I shall be the Customer's engonsitibility to ensure the Goods are instrued adquetally or at all In the event that such Goods are lost, damaged or destroyed then replacement of the Goods shall be at the Customer's
- In the event trait stort Doctos are tools, taringen to essenye a train-procession and the event trait stort Doctos are tools, taringen to essenye are the event of the instance.
 32 Externe instances of weather, temperature or forecast weather, may cause delay to PL being able to deliver the Goods,
 1PL accepts no losses, damages or costs as a result of this instance.
 34 The Customer advowedges that Goods supplied may exhibit variations in texture, shade, tone, colour, surface, finish
 and may dee or change codour or time. While ILP use it marks event effort to match batches of product supplied
 minimes such variations. PL will not be held liable in any way whatsever, should such variations cocur.
 35 The Customer actionvedges that Gloscriptive specificitors, litterations, dimensions and weights stade in PL's or
 the manufacturers fact sheets, price lists or advertising material are approximate only and are given by way of

identification only. The Customer shall not be entitled to rely on such information, and any use does not constitute a sale by description and does not form part of the contract, unless expressly stated as such in writing by IPL. there IPL has effected delivery, all risk passes to the Customer dams the Customer dams the Codos have been stolen, it shall be the Customer's responsibility to contact the police, and shall not excuse the Customer from fulfilling ther financial deligations under this Contract. 9.6

Insinc Products Limited - Terms & Conditions of Trade

Overdia Payments
 Interest on overdia invoices pairs of the second s

Cancellation Without pepidote to any other rights or remedies IPL may have, if at any time the Customer is in breach of any obligation (including those relating to payment and/or failure to remedy any breach in respect of this Contract within ten (10) working days of receipt by the Customer of auxon notices) them IP. may suspend the Goods immediately, IPL with not be label to the Customer for any loss of damage the Customer suffers beause IP. Lass exerced is rights

under this clause. IPL may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time befit the Goods are commenced by giving written notes to the Customer. On giving such notes IPL shall regost customer any sums paid in respect of the Price, less any anomato wing by the Customer IPL FL for Goods are performed. IPL shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Customer cancels the delivery of Goods the Customer shall be for any and all loss incur (whether direct or indirect) by IPL as a direct result of the cancellation (indiring, but not limited b, any loss of profit Cancellation of orders for products mades to the Customer shall be loss for proto-tional for the control and the the Customer shall be loss with any shall be any loss of profit Cancellation of orders for products mades to the Customer shall be size of non-stockist litems, will definitely be accepted once production has commenced, or an order has been placed.

22.4 Cancellation of orders for products made to the Customer's specifications, of non-stockist items, will definitely not be accepted one production has commended, or an order has been placed.
23. Privacy Policy
23.1 Af emails, a Sconnents, images or other recorded information including Personally Identifiable Information (PII) as diffield and referred to in datase 23.4 held or used by IPL is considered confidential. IPL acknowledges its obligation in relation to the barding, use, discourse and possible of the Privacy L42 COU FLA ACT) including Part I of the OECD Guidelines and as set out in Schedule of the Act and any statutory requirements where relevant in a European Economic Area EF4 them the EU Data Pilly IL It any restatut for the Act and any statutory requirements where relevant in a European Economic Area EF4 them the EU Data Pilly IL It any restatut for the Construm, IPL will not divide of the Act and any statutory requirements where relevant in a European Economic Area EF4 them the EU Data Pilly IL It any restatut is resinos ham to the Costomer. Pill Act and the COPR N (collective), IE U Data Privacy Law? (bludding the Greant Data Policetonia Regulation to divide site active of the COPR N, any release of such PII must be in accordance with the Act and the COPR (collective), IE Data Privacy Law? (bludding the strants bits and the Costomer Pilly and UP IL It any restatut is active to a operation of Jaw.
(a) Rowinstanding clause 23.1, privacy limitations will extend to IPL in respect of Cookies and/s similar boards and search and and the Costomer Pilly and the IC costomer Pilly and the Act and the Costomer Pilly and the Act and the Costomer Pilly Data Pilly and the Costomer Pilly and the Act and the Costomer Pilly and Pill

24. Service of Notices
 21. Any written notice given under this Contract shall be deemed to have been given and received:

 (a) by handing the notice to the other party, in person; or
 (b) by leaving it at the address of the other party astaliand in hits Contract, or
 (c) sy sending it by registered post to the address of the other party as stated in this Contract, or
 (d) strain by main to the other party astation than address.
 24. Any notice that is posted shall be deemed to have been served, Unless the contrary is shown, at the time when by the ordinary course of past, the notice would have been delivered.

Trusts
The Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any timst (Trust) then whether or not IPL may have notice of the Trust, the Customer covenands with IPL as follows: (a) the Contract enters to all rights of indemnity which the Customer nov or subsequently may have against the Trust and the trust fund; and (b) the Customer has full and complete power and authority under the Trust to enter into the Contract and the trust or the trust fund; and (b) the Customer has full and complete power and authority under the Trust to enter into the Customer against the Trust or the trust fund. The Customer will not reases the right of indemnity or the Customer against the customer the trust. The Customer will not reases the right of indemnity comma all yreads of trust or be party to any other action which might prejudice that right of indemnity or the Customer against the (b) the Customer will not which customer will not reases commal ally which did consent), cause, permit, (c) the reasoner in or validation of the terms of the Trust; or (c) any advancement or reliament of the Trust; or (c) any advancement or distribution of capital of the Trust; or (c) any advancement of the trust property.

(ii) any advancement or distribution of capital of the Trust; or
 (iii) any advancement or distribution of capital of the Trust; or
 (iii) any advancement or distribution of capital of the Trust; or
 (iii) Constant of the trust property.
 Constant of the trust property of the trust provision of the

PIC may learce and/or assign all or any part of its rights and/or colligations turcer mis Contract, which we consolve a consent.
 The Customer cannot learce or assign without the written approval of IPL.
 PIC may electro to subcontract or tary part of the Goods but shall not be relieved from any lability or obligation under this Contract by so obing. Furthermore, the Customer argress and understands that they have no authority to give any instruction to any of IPL.
 The Customer acress that IPL may amend their general terms and conditions for subsequent future contracts with the accustomer which the accustomer which the customer accepts such changes, or otherwise at such time as the Customer makes a further request for IPL to provide codes to the Customer?
 The Ham yeld codes to the Customer environment accessible control of them party.
 Staffer party shall be labed for any default due to any act of God, war, terrorism, pandemic, strike, lock-out, industrial accion, firs, bods, stomer other environ being and makes author targets and have obtained all necessary authorisations allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

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22.1

22.2

22.3 22.4

Service of Notices

Trusts Custor 25. 25.1 lft

10. 10.1

- from fulling their financial obligations under this Contract.
 On-line Ordering
 The Customer acknowledges and agrees that:
 (a) IPL does not guarantee the website's performance; and
 (b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed
 through the website does not guarantee the availability of any particular Goods; therefore, all orders placed
 through the website does not guarantee the availability of any particular Goods; therefore, all orders placed
 through the website shall be subject to confirmation of acceptance by IPL: and
 (c) or-line ordering may be unavailable for time to time for guarantee the availability of any gardinus devices and
 (c) orders or devices or any intermitting orders, and you gare that to the maximum extent
 permittee by law, IPL will not be liable for any tosses which the Customer's information ordering not
 (c) orders order is intersmitting orders; and
 (c) when making a transaction through the website information the customer's
 information cannot be read by or altered by outside influences; and
 (c) if the Customer is not the candide for any costic acte their guarantee the Customer's
 information cannot be read by or altered by outside influences; and
 (c) if the Customer is not the candide for any costic acte their guarantee the Customer's
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 read by or altered by outside influences; and
 (c) if the Customer's
 information cannot be
 read by or altered by outside influences; and
 (c) if the Cus

- PL reserves the right to terminate the Customer's order if it learns that you have provided false or misleading information, interfered with other users or the administration of IPL's business, or violated these terms and conditions 10.2 IPL res

11. 11.1 IPL

- surance and Liability all have public liability insurance of at least two (2) million dollars, it is the Customer's responsibility to ensure
- 11.1 IPL data faile gubic labely insurance of at least two (2) main objaces, it are Lustomer's responsionly to ensure that they are an imariary insure.
 11.1 IPL data faile gubic labely insurance of at least two (2) main objaces, it are Lustomer's test portsolution that be initial to damages. Under on craumstance shall be lubbly of IPL exceed the cost of Good's supplied.
 11.3 While IPL provides the Good's gud Gath and the best of its ability. FL is not liable for any costs, damages or loss suffered by the Customer s as result of omissions or inaccurates in the information provided. The Customer accepts IPL's Services on the basis that the maximum extent hermitted by two, any liability of IFL or the Services provided under the contract is thereby excluded. This is regardless of whether such liability arises in contract, tot (including negligence), occesedural loss, equity, heach of stativory duty or diversive.

- 12. 12.1 12.2
- Compliance With Laws The Customer and IPL shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public autointies that may be applicable to the Goods including any relating Worksafe health and safely laws or any other relevant safely standards or legislation pertaining to the Goods. Notwittiskning duals 12:1 and pursuant to the Health Safely at Work Act 2015 (the 'HSW Act') IPL agrees at all times to comply with sections 28 and 34 of the 'HSW Act' with meeting their obligations for health and safetly laws in the workplace regulates of whether them may be the party in control of the Workste or where they may be acting as a sub-contractor for the Customer who has engaged a third party namely IPL.

- Trite
 Trite
 In the Customer agree that ownership of the Goods shall not pass until:
 (a) the Customer has paid IPL all amounts owing to IPL; and
 (b) the Customer has met all of its other obligations to IPL.
 IZ Reacity IPL of any form of payment other than cash shall not be deemed to be payment until that form of payment
 has been honoured, cleared or recognised.
 Is this fum-gareed that:
 A is further agreed that:
 A is further agreed

- b) the Customer has met all of its other obligations to IPC.
 2 Readity U/P Constrom of payment there than cash shall not be deemed to be payment until that form of payment has been honcursed, deemed or necopised.
 3 Is further agreed to have compared to the form of the there is accordance with clause 11.1 that the Customer is only a 19 bit bit and the deemed to be payment until that form of payment has been honcursed, deemed or necopised.
 b) the distance that the clause for the Customer is necordance with clause 11.1 that the Customer is only a 19 the the proceeds of any insurance in the credit of the Code based to Customer is neared or the Code based or 10 FL or nequest; and () the Customer is neared or disclosed and the Customer is neared or the Code based or 10 FL or nequest; and () the customer is neared without the need for any person dealing with IPL to make further negurities; and of these terms and customer is neared without the need for any person dealing with IPL to make further negurities; and of the to customer involution of the codes are pay such act on trust for IPL and must be proceed to IP Co other than in the ordinary or user of business and or native table. If the Customer ends with possession of the Codes are the proceed to a the code are the codes are the code are the codes are the codes are the codes are the code are the codes are the c

- **14.** 14.1
- 14.2
- 14.4
- 14.5

- Imitating Unlarge statement of the President Popenty Sections Register to releasing any Social charged threefy, and permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or collaterial account) in favour of a third part without the prior written consert of IPL; and (a) immediately advised IPL of any material charge in its business practices of salling Goods which would result in a charge in the nature of proceeds stimuted from such states. 146. PIL and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- conditions.
 1/ Flary of the Goods are incorporated in or used as material for other goods before payment is made ownership in the
 whole of the other goods shall be and remain with the Vendor until payment is made. The Vendor's Security Interest
 in the Goods shall contrus in the terms of section 25 of the PFSA.
 148 The Customer waives is rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PFSA.
 149 Unless otherwise agreed to in wing type [L, the Customer waives is find to receive a verificant statement in
 accordance with section 148 of the PFSA.
 10 The Customer shall unconditionally right year, actions taken by IPL under clauses 14.1 to 14.9.

16.2

17. 17.1 IPL Returns

20. 20.1

20.2

14.3

- Security and Charge In consideration of the Regime to supply the Goods, the Customer charges all of its rights, tile and interest (whether joint or serveral) in any land, really or contrastes capable of bring charged, comparish plus Customer either now or in the tuture, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to the payment of any morely). The Customer indemnifies IPL from and against all IPL's costs and disfursments including legal costs on a solicitor and own Customer basis incurred in exercising IPL's inglus under this dause. The Customer indemnifies IPL from and against all IPL's costs and disfursments including legal costs on a solicitor and own Customer basis incurred in exercising IPL's inglus under this dause. The Customer is beined. The Customer is beined. Defects The Customer is beined. Using the Goods on delivery and shall within seven (7) days of delivery (time being of the sessence) notify IPL of an allegad defect, shortage in quantify, damage or failure to comply with the description or 15.2
- 15.3

17. Returns 17. PL has no obligation to accept the return of Goods for credit and specifically manufactured Goods will absolutely not be returned for credit whatsover unless meeting criteria contained in clause 16.1. 17.2 PL, may (at las de discretion), accept the return of Goods for credit but this may incur a handling fee of thirty parcent (30%) of the returned Goods plus any freight charges.

Warranties
 For Goods not manufactured by IPL, the warranty shall be the current warranty provided by the manufacturer of the

Goods. IPL shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods. Consumer Guarantees Act 1993
 The Customer agrees that if they are acquiring Goods for the purposes of a business (as that term is defined in the CGA, to the extent permitted by law the provisions of the CGA will not apply to the supply of Goods by IPL to the Customer.

Intellectual Property Where IPC has designed, dram, written plans or a schedule of Goods, or created any products for the Customer, then the conyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in IPL, and shall only be used by the Customer at IPL's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of IPL. The Customer avariants that all designs, specifications or instructions given to IPL, will not cusus IPL be infringe any patent, registered design or trademark in the execution of the Customer sord end the Customer agrees to indemnify IPL against any action taking by a third grafy against IPL in respect of any such infringement. The Customer avaries that IPL may if a use costs us of the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which IPL has created for the Customer.

16. Defects The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of essence) notify (FL of any alleged defect, shortage in quantify, damage or failure to comply with the description quote. The Customer shall afford (FL an opportunity for inspect the Goods within essenable time following deliv if the Customer tableways the Goods are defective in any way. If the Customer shall fail to comply with these provide the Goods shall be presented to be free from any defect or damage. For defective Goods, which FL has agree writing that the Customer is entitled to reject. IPL is biality is limited to either (at IPL's discretion) replacing the Go or repairing the Goods, for forter norther than in accodance with 16 1 shore, and provided that: Good PL have agreed in writing to accept the vettor or the Goods: and (b) the Goods are cultured af LHC Quictancer cost with fin Cuttomer (14) days of the delivery date; and (c) IPL with not be liable for Goods which have not been stored or used in a proper manner.