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T8 Traffic Control Limited

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CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.			
Type of Business: Sole Trader □ Trust □ Partnership □ Company ☑			
Company Name: FABRII 60	LUTTONS LTD	Company No:	
	LUTIONS UTD		
	LEY AVENUE, MAHLERE,	2022	Postcode: 2022
Billing Address:	THE PULL STREET	1010	Postcode:
Email Address: admin@ Pabril Solutions CO. 17		Phone No: 02040577777	
Alternative Email Address: Giddhu dona @ gmail (cm Fax No:			
Directors / Owners / Trustee (if more than two, ple	A CONTRACTOR OF THE PROPERTY O		
FUIL Name: SIDDHARIHA CHOWDARY DOMA D.O.B. 15/6/1989			
Private Address: 3/1A DRANGLEY AVE Postcode: 2000			
Driver's Licence No: DD 6884		Mobile No: 02040	0577777
Full Name:		D.O.B.	
Private Address:			Postcode:
Driver's Licence No:	Phone No:	Mobile No:	
Date Business / Company Established: (Current Ov	uners) Take Ocil	Credit Limit Required: \$	
Date Business / Company Established: (Current Owners) Nature of Business: True Company Established: Paid Up Capital:		Estimated Monthly Purchases: \$	
Principal Place of Business is: ElRented Mowned Mortgaged (to whom)			
Purchase Order Required: ☑ YES ☐ NO Accounts to be emailed? ☑ YES ☐ NO			
Accounts Email Address: Odmin@fabrilSolutions Cont		Mobile No: 02045733777	
Accounts Contact: 02040533333 Phone No:		Mobile No: 02040571777	
Bank and Branch:		Account No:	
Accountant's Name:		Phone No:	
Account Terms: 20 Days EOM COD COD Other:			
Trade References: (Please provide companies that are willing to do trade references)			
Name	Address	Phone / Fax / Email:	
1. Coszys Electrical	Penrose.	KAHA- O	277022946
2.			
3.			
I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of T8 Traffic Control Limited which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract. SIGNED (CUSTOMER): SIGNED (AGENT):			
Name: STODIA PTHA DOMA Name:			
Position:Position:			
WITNESS TO CUSTOMER'S SIGNATURE:			
Signed: Name: Chal Malayan Date: T) 2018			
This is a Credit Account Application Form under the Construction Contracts Act 2002. If you are a "Residential Occupier" please read clause 25 on the reverse.			
OFFICE USE ONLY			
ACC / Ref No CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE

T8 Traffic Control Limited – Terms & Conditions of Trade

- Definitions
 "Agent" means T8 Traffic Control Limited its successors and assigns or any person acting on behalf of and with the authority of T8 Traffic
- Control Limited.

 Costinol Limited.

 Customer means the person's requesting the Agent to provide the Services/Equipment as specified in any invoice, document or order, and if there more than one person requesting the Services/Equipment is a reference to each person jointly and
- Sarvices/Euplement is a reference to each person jointly and severally.
 Incidental items' means any goods, documents, reports, plans, 7.5 designs, drawings or materials supplied, consumed, created or deposited incidentally by the Agent in the course of it conducting, or supplying to the Customer, any Services.
 "Equipment" means all Equipment including any accessories supplied on hire by the Agent to the Customer (and where the context so permits shall holded any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by the Agent to the Customer. Services' means all Services supplied by the Agent to the Customer.
 Services' means all Services supplied by the Agent to the Customer at the Customer at the Customer.
 Price' means the price payable for the Services and/or Equipment 8, hire as agreed between the Agent and the Customer in accordance 8.1 with clause 8 of this contract.

- Acceptance
 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these lems and conditions if the Customer places an order for, or accepts 8.2 SendossFcuipment provided by the Agent. These tems and conditions may only be amended with the Agents consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the 8.3 Customer and the Agent. Services are supplied by the Agent only on the terms and conditions of trade hearin to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these terms and 9. onntitions of trade.

- conditions of trade.

 Authorised Representatives

 Unless otherwise limited as per clause 3.2 the Customer agrees thatshould the Customer introduce any third party to the Agent as the
 Customer's duly authorised representative, that once introduced
 that person shall have the full authority of the Customer to order any
 Equipment hire or Services on the Customer's behalf and/or to
 request any variation to the Services on the Customer's behalf
 (such authority to continue until all requested Services have been
 completed or the Customer otherwise notifies the Agent in milling
 that said person is no longer the Customer's duly authorised
 representative).

 In the event that the Customer's duly authorised representative as
 per clause 3.1 is to have only limited authority to act on the
 Customer's behalf then the Customer must specifically and clearly
 advise the Agent in writing of the parameters of the limited authority
 granted to their representative.

 The Customer specifically actionatedges and accepts that they will
 be solely liable to the Agent for all additional costs incurred by the
 Agent (including the Agent's profit mergin) in providing army's
 cluptomen time, Services or variationals requested by the Customer's
 duly authorised representative (subject always to the limited one
 imposed under dausa 3.2 (if any)).

 Electronic Transactions Act 2002

Electronic Transactions Act 2002
Electronic signatures shall be deemed to be accepted by either parly providing that the paries have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.

Change in Control
The Customer shall give the Agent not less than fourteen (14) days
prior written notice of any proposed change of connenship of the
Customer and/or any other change 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 name,
address, contact phone or fax numberly, or business practice). The
Customer shall be liable for any loss incurred by the Agent as a 12.2
result of the Customer's failure to comptly with this clause.

- Price and Payment
 At the Agent's sole discretion the Price shall be either.

 (a) as inducted on any limotice provided by the Agent to the Customer.

 (b) the Price as at the date of delivery of the Services/Equipment according to the Agent's current price list and/or schedule of the Agent's current price list and the Age
 - (c) the Agent's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a
- valid for the period stated in the qualation or otherwise for a period of thirty (30) days.

 The Agent reserves the right to change the Price if a variation to the Agent's quotation is requested. Any variation from the plan of scheduled Services (including, but not limited to, any variation as a result of additional Services required due to unforessen circumstances such as poor weather conditions, initializers is accessing the site, site specific considerations, availability of staff, safety considerations, or as a result of any increase to the Agent's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion. completion.

 At the Agent's sole discretion a non-refundable deposit may be
- At the Agent's sole discretion a non-ferrinceatre usquore may be required.

 Time for payment for the Services/Equipment being of the essence, the Price will be payable by the Customer on the date's determined by the Agent, which may be:

 (a) on delivery of the Services/Equipment;

 (b) before delivery of the Services/Equipment;

 (c) by way of instalments/progress payments in accordance with 13.

 13.1

 (d) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address.

 (e) the date specified on any invoice or other form as being the date for payment; or

 (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Agent.
- days following the date of any timotes given to the Customer by the Agent.

 Payment may be made by cash, cheque, bank cheque, electronicton-line banking, or by any other method as agreed to between the Customer and the Agent.

 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Agent an amount equal to any GST the Agent must pay for any supply by the Agent and the agreement for providing the Agent's Cart of the Agent must pay for any supply by the Agent and chick sort any other agreement for providing the Agent's Services/Equipment. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and cuties that may be applicable in addition to the Price except where they are expressly included in the Price.

- Delivery of Services/Equipment
 At the Agent's sole discretion delivery of the Services/Equipment 13.3
 shall take place when:
 (a) the Services/Equipment are supplied to the Customer at the
 - (a) the Services/Equipment are supplied to the Customer at the Agent's address; or (b) the Services/Equipment are supplied to the Customer at the customer's nominated address. At the Agent's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.

- elivery of the Services to a third party nominated by the Custo deemed to be delivery to the Customer for the purposes of
- is deemed to be delivery to the Customer for the purposes or trisagreement.

 The Customer must take delivery by receipt or collection of the 14.1 Goods/Equipment whenever either is tendered for delivery. In the 14.1 event that the Customer is unable to take delivery of the Goods/Equipment as arranged then the Agent shall be entitled to charge a reasonable fee for redelivery of the Goods/Equipment and/or the storage of the Goods.

 Any time specified by the Agent for delivery of the Services/Equipment is an estimate only and the Agent will not be lable for any loss or damage incurred by the Customer as a result of delivery being late. Horsever both parties agree that they shall not be supplied at the time and glace as was arranged between both parties anged between both parties anged between both speries.

 Services/Equipment as agreed solely due to any action or inaction of the Customer than the Agent will not be services/Equipment to both or the Customer and the control of the Customer as a result of the Customer than the Agent is unable to supply the 14.3 Services/Equipment as agreed solely due to any action or inaction of the Customer than the Agent shall be entitled to charge a reasonable fee for re-supplying the Services/Equipment at a later time and date.

- Risk 15.

 Insspective of whether the Agent retains ownership of any 15.1 incidental items all nisk for such items shall pass to the Customer as soon as such items are oblivered to the Customer and shall remain with the Customer until such time as the Agent may repossess the Incidental Items in accordance with clause 12.3(f). The Customer must insure all crickental Items on before delivery. The Agent reserves its tight to seek compensation or damages for any damage, destruction or loss suffered in relation to the Incidental 16.1 items as a result of the Outstomer's failure to insure in accordance 16.1
- with clause 8.1.
- wur cause 8.1. If the Customer requests the Agent to leave Equipment outside the Agent's premises for collection or to deliver the Equipment to an unattended location then such Equipment shall be left at the Customer's sole fisk.

Agent's Disclaimer
The Agent will not be accept any liability for loss, damage or injury
or any other inaccuracy contained within or resulting from
acceptance of a report generated by the Agent, where the loss,
damage, righty or-other unspecified loss occurs as a result of the
recipient of the report relying on the contents of the report for the
discovery of a latent defect which is expressly excluded from the
report, or where the Agent could not gain access to the part of the
property at the time of inspection, where the defect was in evidence. 16.2

Access
The Customer shall ensure that the Agent has clear and free access
to the site at all times to enable them to undertake the Services. The
Agent shall not be liable for any loss or damage to the site
(including, without limitation, damage to pathways, driveways and
concreted or paved or grassed areas) unless due to the negligence concreted or of the Agent.

- Compliance with Laws
 The Gustomer and the Agent shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.

 The Customer shall obtain (at the expense of the Customer) all consents, permits, licenses and approvals that may be required for 17.2.
- the Services.

 The Customer agrees that the site will comply with any occuleatith and safety laws relating to such site and any other safety standards or legislation. 11.3

- Title to Incidental Items
 The Agent and the Customer agree that where it is intended that the ownership of Incidental Items is to pass to the Customer that such ownership of an Incidental Items is to pass to the Customer that such ownership shall not pass until:

 (a) the Customer has paid the Agent all amounts owing for the 18.2
- (a) the Customer has paid the Agent att amounts owing for the 18.2 Services/Ecptoment and (b) the Customer has met all other obligations due by the Customer to the Agent in respect of all contracts between the Agent and the Customer.

 Receipt by the Agent 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 and onfall then the Agent's ownership or rights in respect of the Incidental flams shall confine.

 19.

 (a) the Customer is only a ballee of the Incidental flams and must 19.1 return the Incidental flams to the Agent immediately upon recurset by the Agent,

- he Customer is only a basele of the incidental items and must 19.1 return the Indicatral items to the Agent immediately upon request by the Agent, in the Customer holds the benefit of the Customer's insurance of the incidental items on trust for the Agent and must pay to the Agent the proceeds of any insurance in the event of the 20. Incidental items being lost, damaged or destroyed; 20.1 the Customer must not self, dispose, or otherwise part with possession of the incidental items the Customer selfs, disposes or parts with possession of the incidental items then 20.2 the Customer must hold the proceeds of sale of the Indidental Items on trust for the Agent and must pay or deliver the proceeds the Agent on demand; the Customer should not convert or process the incidental items or interms' them with other goods, but if the Customer does so then the Customer holds the resulting product not thus 20.3 for the benefit of the Agent and must dispose of or return the insulting product to the Agent and must dispose of or return the insulting product to the Agent and must dispose of or return the insulting product to the Agent and must dispose of or return the insulting product to the Agent and must dispose of or return the insulting product to the Agent and or grant an encumbrance over the incidental items nor grant nor otherwise give away any 21, interest in the Incidental items while they remain the property of 21.1 the Agent.

- Intelest in the inducate items while they permise in the popular of the Agent, the Customer irrevocably authorises the Agent to enter any premises where the Agent believes the Incidental Items are kept and recover possession of the incidental Items.

- Personal Property Securities Act 1999 ("PPSA")
 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
- the purposes of the PPSA; and
 (b) a security inlinent is latent in all incidental items and/or 21.3
 (c) a security inlinent is latent in all incidental items and/or 21.3
 (c) according to the Agent for Services that have previously been supplied and that will be supplied in the future by the Agent to the Customer.

 The Customer undertakes to:
 (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-21.4

- information (such information to be complete, accurate and up-to-date in all respects) which the Agent may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register, the Agent for all expenses incurred in registering a financing statement or financing change statement or the Personal Property Securities Register or releasing any incidental Items charged thereby:
- thereby.

 (5) not register, or permit to be registered, a financing statement or a financing change statement in relation to the incidental items and/or collateral (account) in favour of a third party without the prior written consent of the Agent.

 The Agent and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and

- The Customer walves its rights as a debtor under sections 116, 22.

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

 22.1

 Unless otherwise agreed to in writing by the Agent, the Customer walves its right to receive a verification statement in accordance with section 148 of the PPSA.

storner 13.6 The Customer shall unconditionally ratify any actions taken by the

- Security and Charge In consideration of the Agent agreeing to supply 22. Sendes/Equipment the Customer charges all of its 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, to secure the performance by the Customer of its coligations under these terms and conditions (including, but not 23. Time to, the payment of any money).

 The Customer Indemnifies the Agent from and against all the Agent's costs and disbursements including legal costs on a sociator and own client basis incurred in exercising the Agent's rights under this clause.

 The Customer Inverceably appoints the Agent and each director of the Agent as the Customer's the and leaville attempts to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Security and Charge In consideration

Customer's Disclaimer
The Customer hereby disclaims any right to rescind, or cancel any
contract with the Agent or to sue for damages or to claim restitution
arising out of any inadvertent misrepresentation made to the
23.2
Customer by the Agent and the Customer achowedges that the
Services are boughit relying solely upon the Customer's still and

- Error and Omissions
 The Customer shall inspect the Services on delivery and shall within
 seven (f) days of delivery notify the Agent of any alleged defect,
 shortage in quantity, errors, omissions or failure to carroly with the
 description or quate. The Customer shall afford the Agent an
 opportunity to inspect the Services within a reasonable time
 folioning delivery if the Customer believes the Services are
 officiative in any way. If the Agent shall fail to comply with these
 provisions, the Services shall be conclusively presumed to be in
- accordance with the territs and otherwise and the doctor and other or damage. For defective Services, which the Agent has agreed in writing that 24 her Customer is entitled to reject, the Agent's stability is limited to either (at the Agent's discretion) replacing the Services or rectifying the Services provided that the Customer has compiled with the provisions of datuse [6.1].

- Returns of Incidental Items (goods supplied)
 Returns of Incidental Items will only be accepted provided that:
 (a) the Customer has complied with the provisions of clause 16;

- and
 (b) the Agent has agreed in writing to accept the return of the Incidental Items; and
 (c) the Incidental Items are returned at the Customer's cost within 24.3 seven (7) days of the defivery date; and
 (d) the Agent will not be liable for Incidental Items which have not
- seven (7) days of the definery data; and (d) the Agest will not be liable for incidental tems which have not been stored or used in a proper manner, and (e) the incidental items are returned in the condision in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances. Non-stucklist product or incidental items made or provided to the Customer's specifications are under no circumstances acceptable for credit or return.

Warranty
For Incidental Items not manufactured by the Agent, the warranty
For Incidental Items. The Agent shall not be braiched Items. The Agent shall not be bound by nor be
responsible for any term, condition, epresentation or warranty other
than that which is your by the manufacturer of the Incidental Items.
In the case of second hand Incidental Items, the Cultioner
acknowledges that he has had the Opporturity to inspect the same
and that he accepts the same with all faults and that no warranty is
given by the Agent als to the quiffly or suitability for any purpose
and any implied warranty, statutory or otherwise, is expressly
excluded. The Agent shall not be responsible for any loss or
damage to the Incidental Items, or caused by the Incidental Items,
or any part thereof however arisin.

Consumer Guarantees Act 1993
If the Customer is acquiring Services for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Services by the Agent to the Customer.

- Intellectual Property
 Where the Agent has designed, drawn or developed incidental
 Items for the Customer, then the copyright in any incidental Items
 shall remain the property of the Agent.
 The Customer warrants that all designs, specifications or
 instructions given to the Agent with not cause the Agent to infringe
 any patent, registered design or trademark in the execution of the
 Customer's order and the Customer agrees to indemnify the Agent,
 against any action taken by a third party against the Agent in
 respect of any south infringement.
 The Customer agrees that the Agent may (at no cost) use for the
 purpose of marketing or entry into any competition, any incidental
 items which the Agent has created for the Customer.

- Default and Consequences of Default Interest on verdxia 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 the Agents sole discretion such interest shall compound monthly at such a ratio after as well as belore any judgment.

 If the Customer owes the Agent any money the Customer shall indeemly the Agent from and against all costs and disbursements incurred by the Agent in recovering the dobt (including but not imitted to internal administration frees, legal costs on a solicitor and own client basis, the Agent's contract default fees, and bank dishonour fees).
- own clent Dass, the region's control dishonour feast, without prejudice to any other remedies the Agent may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Agent may suspend or terminate the supply of Services/Equipment to the Customer. The Agent will not be liable to the Customer or any loss or damage the Customer suffers because the Agent has contacted the debts under this claim.
- any loss or camage the customer surers because the Agent ras-exercised its fights under this clause.

 Without prejudice to the Agent's other remedies at law the Agent, shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Agent shall, whether or not due for payment, become immediately
- payable if:

 (a) any money payable to the Agent becomes overdue, or in the
 Agent's opinion the Customer will be unable to make a 26.6
 payment when it falls due;
 (b) 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
- readins; or cellors; or receiver, manager, liquidator (provisional or otherwise) o imilar person is appointed in respect of the Customer or an asset of the Customer.

Cancellation
The Agent may cancel any contract to which these terms and
conditions apply or cancel delivery of Services/Equipment at any
lime before the Services are commenced or Equipment provided by
giving written notice to the Customer. On giving such notice the

Agent shall repay to the Customer any money paid by the Customer for the provision of the Services/Equipment. The Agent shall not be liable for any loss or damage whatsoever arising from such

ellation.

The event that the Customer cancels delivery of the loss/Equipment the Customer shall be liable for any and all loss tred (whether direct or indirect) by the Agent as a direct result of ancellation (including, but not limited to, any loss of profits).

- Privacy Act 1993
 The Customer authorises the Agent or the Agent's representative to:
 (a) access, collect, retain and use any information about the Customer.
 - (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the
 - in manage or suspect for the purpose of assessing the Gustomer's creditworthiness; or (ii) for the purpose of marketing products and services to the Customer.
- Oustomer.

 (b) disclose information about the Customer, whether collected by the Agent from the Customer directly or obtained by the Agent from any other source, to any other credit provide or any credit reporting agency for the purposes of providing or obtaining a credit reletence, debt collection or notifying a default by the
- Where the Customer is an individual the authorities under clause 23.1 are authorities or consents for the purposes of the Privacy Act
- 1993. The Customer shall have the right to request the Agent for a copy of the Information about the Customer retained by the Agent and the right to request the Agent to correct any incorrect information about the Customer held by the Agent.

Equipment Hire
Equipment shall at all times remain the property of the Agent and is
returnable on demand by the Agent. In the event that Equipment is
not returned to the Agent in the condition in which it was delivered
the Agent retains the right to charge the Customer the full cost of
repairing the Equipment. In the event that Equipment is not returned
at all the Agent shall have right to charge the Customer the full cost of
repairing the Equipment.
The Customer shall.

- of replacing the Equipment.

 The Customer shall:

 (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment.

 (b) not aller or make any additions to the Equipment including but without limitation altering, make any additions to, distoring or eassing any identifying make, plate or rumber on or in the Equipment or in any other manner interfere with the Equipment.

 (c) keep the Equipment, complete with all pasts and accessories, clean and in good order as detivered, and shall comply with any maintenance schedule as advised by the Agent to the Customer.

maintenance schedule as advised by the Agent to the Customer.

The Customer accepts full responsibility for the sefekceping of the Equipment and the Customer agrees to instance; pice Agent's interest in the Equipment and agrees to indemnify the Agent against physical loss or damage including, but not limited to, the perits of accident, fine, that and burglary and all other susel risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to properly or persons artising out of the use of this Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

Construction Contracts Act 2002 25. 25.1

- Construction Contracts Act 2002
 The Customer hereby expressly extroowledges that
 (a) the Agent has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer, and.
 (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Customer or
 (ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment or
 (iii) the Customer has not compiled with an adjudicator's notice that the Customer must pay an amount to the Agent by a particular date; and
 (iv) the Agent has given written notice to the Customer of its intention to suppend the carrying out of construction work under the construction work.
 (ii) is not labele for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer, and
 (iii) is not labele for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer, and
 (iii) service is tricklet unrefer the contract leaders the right to fixed to the customer or by any
- (iii) is trivited in a factorisation and to compose consequence of the contract, and may at any time lift the suspension, even if the amount has not been paid or an adjudcator's determination has not been compiled with.

 (c) if the Agent exercises the right to suspend work, the exercise of that right does not:

 (i) affect any rights that would otherwise have been available to the Agent under the Contractual Remedies Act 1975; or

 (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 the Agent suspending work under this provision.

General The failure by the Agent to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Agent's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legally and enforceability of the remaining provisions shall not be affected,

invalue, voice, along or inventorieates the value of the control of an order of a control or in the control of the terminal provisions shall not be affected, prejudiced of inspirate, the site principal phase of business, and are subject to the plurisdiction of the courts of New Zealand. The Agent hall be under no liability whatscover to the Customer for any indirect another consequential loss another expense (including loss of profit) suffered by the Customer arising out of a breach by the Agent of these terms and conditions (alternatively the Agent of these terms and conditions (alternatively the Agent for indirect by any control of the Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or daimed to be owed to the Customer by the Agent not withhold payment of any invoice because part of that invoice is in dispute.

The Agent may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

The Agent may agrees that the Agent may amend these terms and

The right hely sizes to addressing the state of the plant has been addressed to the customer's consent. The Customer agrees that the Agent may amend these terms and conditions at my time. If the Agent may amend these terms and conditions, then that change will take effect from the date on which the Agent notifies the Customer will be taken to have accepted such changes if the Customer was a further request for the Agent to provide Services/Equipment to the Customer.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, inclusival action, fin, flood, storm or other search the second the reasonable north of either party.

war, terronsm, strike, lock-out, inclustrial action, fire, flood, storm or other event beyond the reasonable control of either party. The Customer warrants that it has the power to enter into tris agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.