



**T8 Traffic Control Limited**  
27 Bowden Road  
Mount Wellington, AUCKLAND 1060  
Email haimz@t8traffic.co.nz  
Web www.t8traffic.co.nz  
Ph (09) 277 0572

## 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 <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input checked="" type="checkbox"/>		
Company Name: <b>FABRIL SOLUTIONS LTD</b>		Company No:
Trading Name: <b>FABRIL SOLUTIONS LTD</b>		
Physical Address: <b>3/1A PRANGLEY AVENUE, MANHURE, 2022</b>		Postcode: <b>2022</b>
Billing Address:		Postcode:
Email Address: <b>admin@fabrilsolutions.co.nz</b>	Phone No: <b>02040577777</b>	
Alternative Email Address: <b>Siddhu.doma@gmail.com</b>	Fax No:	
Directors / Owners / Trustee (if more than two, please attach a separate sheet)		
Full Name: <b>SIDDHARTHA CHOWDARY DOMA</b>		D.O.B. <b>15/6/1989</b>
Private Address: <b>3/1A PRANGLEY AVE</b>		Postcode: <b>2022</b>
Driver's Licence No: <b>DP688472</b>	Phone No:	Mobile No: <b>02040577777</b>
Full Name:		D.O.B.
Private Address:		Postcode:
Driver's Licence No:	Phone No:	Mobile No:
Date Business / Company Established: (Current Owners) <b>JUNE 2016</b>		Credit Limit Required: \$
Nature of Business: <b>TELECOMMUNICATIONS</b>		Paid Up Capital:
Principal Place of Business is: <input checked="" type="checkbox"/> Rented <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Mortgaged (to whom)		Estimated Monthly Purchases: \$
Purchase Order Required: <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO Accounts to be emailed? <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		
Accounts Email Address: <b>admin@fabrilsolutions.co.nz</b>		
Accounts Contact: <b>02040577777</b>	Phone No:	Mobile No: <b>02040577777</b>
Direct Credit Reference:		GST No:
Bank and Branch:		Account No:
Accountant's Name:		Phone No:
Account Terms: 20 Days EOM <input type="checkbox"/> COD <input type="checkbox"/> Other:		
Trade References: (Please provide companies that are willing to do trade references)		
Name	Address	Phone / Fax / Email:
1. <b>CORYS Electrical</b>	<b>Penrose</b>	<b>KANA - 0277022946</b>
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): **SIDDHARTHA DOMA**

Name: **SIDDHARTHA DOMA**

Position: **DIRECTOR**

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: **[Signature]**

SIGNED (AGENT):

Name:

Position:

Name: **[Signature]**

Date: **7/5/2018**

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

1.1	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.	7.3	Delivery of the Services to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.	13.6	The Customer shall unconditionally ratify any actions taken by the Agent under clauses 13.1 to 13.5.	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 cancellation.	
1.2	"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 a reference to each person jointly and severally.	7.4	The Customer must take delivery by receipt or collection of the Goods/Equipment whenever either is tendered for delivery. In the 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.	14. Security and Charge	22.2	In the event that the Customer cancels delivery of the Services/Equipment the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Agent as a direct result of the cancellation (including, but not limited to, any loss of profits).	
1.3	"Incidental items" means any goods, documents, reports, plans, 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.	7.5	Any time specified by the Agent for delivery of the Services/Equipment is an estimate only and the Agent will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Services/Equipment to be supplied at the time and place as was arranged between both parties. In the event that the Agent is unable to supply the Services/Equipment as agreed solely due to any action or inaction of the Customer then the Agent shall be entitled to charge a reasonable fee for re-supplying the Services/Equipment at a later time and date.	14.1	In consideration of the Agent agreeing to supply Services/Equipment, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty 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 obligations under these terms and conditions (including, but not limited to, the payment of any money).	23. Privacy Act 1993	
1.4	"Equipment" means all Equipment including any accessories supplied on hire by the Agent to the Customer (and where the context so permits shall include 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.	7.6	The Agent reserves its right to seek compensation or damages for any damage, destruction or loss suffered in relation to the Incidental Items as a result of the Customer's failure to insure in accordance with clause 8.1.	14.2	The Customer indemnifies the Agent from and against all the Agent's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Agent's rights under this clause.	23.1 The Customer authorises the Agent or the Agent's representative to:	
1.5	"Services" means all Services supplied by the Agent to the Customer at the Customer's request from time to time.	8. Risk	Respective of whether the Agent retains ownership of any Incidental Items all risk for such items shall pass to the Customer as soon as such items are delivered 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 Incidental Items at all times prior to delivery.	14.3	The Customer irrevocably appoints the Agent and each director of the Agent as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Customer's behalf.	(a) access, collect, retain and use any information about the Customer;	
1.6	"Price" means the price payable for the Services and/or Equipment hire as agreed between the Agent and the Customer in accordance with clause 6 of this contract.	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 risk.	15. Customer's Disclaimer	23.2	(i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or	
2. Acceptance		8.2	Agent's Disclaimer	15.1	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 Customer by the Agent and the Customer acknowledges that the Services are bought relying solely upon the Customer's skill and judgment.	(ii) for the purpose of marketing products and services to the Customer.	
2.1	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 Services/Equipment provided by the Agent.	9.1	Access	16. Error and Omissions	23.3	(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 provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.	
2.2	These terms and conditions may only be amended with the Agent's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Agent.	10. Compliance with Laws	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 concrete or paved or grassed areas) unless due to the negligence of the Agent.	16.1	The Customer shall inspect the Services on delivery and shall within seven (7) days of delivery notify the Agent of any alleged defect, shortage in quantity, errors, omissions or failure to comply with the description or quote. The Customer shall afford the Agent an opportunity to inspect the Services within a reasonable time following delivery. If the Customer believes the Services are defective 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 terms and conditions and free from any defect or damage.	23.4	Where the Customer is an individual the authorities under clause 23.1 are authorities or consents for the purposes of the Privacy Act 1993.
2.3	Services are supplied by the Agent only on the terms and conditions of trade herein 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 conditions of trade.	11.1	The Customer 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.	16.2	For defective Services, which the Agent has agreed in writing that the Customer is entitled to reject, the Agent's liability is limited to either (a) the Agent's discretion) replacing the Services or rectifying the Services provided that the Customer has complied with the provisions of clause 16.1.	24. Equipment Hire	
3. Authorised Representatives		11.2	The Customer shall obtain (at the expense of the Customer) all consents, permits, licenses and approvals that may be required for the Services.	17. Returns of Incidental Items (goods supplied)	24.1	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 replacing the Equipment.	
3.1	Unless otherwise limited as per clause 3.2 the Customer agrees that should 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 writing that said person is no longer the Customer's duly authorised representative).	11.3	The Customer agrees that the site will comply with any occupational health and safety laws relating to such site and any other relevant safety standards or legislation.	17.1	Refrains of Incidental Items will only be accepted provided that:	24.2	The Customer shall:
3.2	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.	12.1	Title to Incidental Items	(a)	The Customer has agreed in writing to accept the return of the Incidental Items;	24.3	The Customer accepts full responsibility for the safekeeping of the Equipment and the Customer agrees to insure, or self-insure, the Agent's interest in the Equipment and agrees to indemnify the Agent against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the 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.
3.3	The Customer specifically acknowledges and accepts that they will be solely liable to the Agent for all additional costs incurred by the Agent (including the Agent's profit margin) in providing any Equipment Hire, Services or variations requested by the Customer's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).	12.2	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 until then the Agent's ownership or rights in respect of the Incidental Items shall continue. It is further agreed that:	(b)	The Incidental Items are returned at the Customer's cost within seven (7) days of the delivery date; and	25. Construction Contracts Act 2002	
4. Electronic Transactions Act 2002		12.3	(a) the Customer is only a bailee of the Incidental Items and must return the Incidental Items to the Agent immediately upon request by the Agent;	(c)	The Agent will not be liable for Incidental Items which have not been stored or used in a proper manner; and	25.1	The Customer hereby expressly acknowledges that:
4.1	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.	12.4	(b) 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 Incidental Items being lost, damaged or destroyed;	(d)	The Incidental Items are returned in the condition 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.	(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
5. Change in Control		12.5	(c) the Customer must not sell, dispose, or otherwise part with possession of the Incidental Items. If the Customer sells, disposes or parts with possession of the Incidental Items then the Customer must hold the proceeds of sale of the Incidental Items on trust for the Agent and must pay or deliver the proceeds to the Agent on demand.	(e)	The Incidental Items are returned in the condition 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.	(i)	The payment is not paid in full by the due date for payment and no payment schedule has been given by the Customer;
5.1	The Customer shall give the Agent not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to changes in the Customer's name, address, contact phone or fax number, or business practice). The Customer shall be liable for any loss incurred by the Agent as a result of the Customer's failure to comply with this clause.	13. Personal Property Securities Act 1999 ("PPSA")	(d) the Customer should not convert or process the Incidental Items 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 the Agent and must dispose of or return the resulting product to the Agent as the Agent so directs.	18. Warranty	20. Intellectual Property	(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
6. Price and Payment		13.1	(e) the Customer shall not charge or grant an encumbrance over the Incidental Items nor grant or otherwise give away any interest in the Incidental Items while they remain the property of the Agent;	18.1	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.	(iii)	The Customer has not complied with an adjudicator's notice that the Customer must pay an amount to the Agent by a particular date; and
6.1	At the Agent's sole discretion the Price shall be either:	13.2	(f) 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.	18.2	The Customer acknowledges 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 the Agent as to the quality 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 arising.	(iv)	The Agent has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract.
6.2	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 unforeseen circumstances such as poor weather conditions, limitations to accessing the site, site specific considerations, availability of staff, safety considerations, or as a result of any increase in the Agent in the cost of materials and labour) will be charged for on the basis of 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.	13.3	Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:	19. Consumer Guarantees Act 1993	20.1	The Customer warrants that all designs, specifications or instructions given to the Agent will 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 such infringement.	
6.3	At the Agent's sole discretion a non-refundable deposit may be required.	13.4	(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and	19.1	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.	20.2	The Customer agrees that the Agent may (at no cost) use for the purposes of marketing or entry into any competition, any Incidental Items which the Agent has created for the Customer.
6.4	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:	13.5	(b) a security interest is taken in all Incidental Items and/or collateral (account) – being a monetary obligation of the Customer to the Agent for Services – that have previously been supplied and that will be supplied in the future by the Agent to the Customer.	20.3	The Customer agrees that the Agent may (at no cost) use for the purposes of marketing or entry into any competition, any Incidental Items which the Agent has created for the Customer.	20.3	Default and Consequences of Default
6.5	Payment may be made by cash, cheque, bank cheque, electronic funds transfer, or by any other method as agreed to between the Customer and the Agent.	13.6	The Customer undertakes to:	21.1	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 the Agent's sole discretion such interest shall compound monthly at such a rate) after all as well as before any judgment.	21.1	The Customer shall indemnify the Agent from and against all costs and disbursements incurred by the Agent in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Agent's contract default fees, and bank disbursements).
6.6	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 under this or 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 duties that may be applicable in addition to the Price except where they are expressly included in the Price.	13.7	(a) sign any further documents and/or provide any further 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 charge statement on the Personal Property Securities Register;	21.2	If the Customer owes the Agent any money the Customer shall indemnify the Agent from and against all costs and disbursements incurred by the Agent in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Agent's contract default fees, and bank disbursements).	21.2	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:
7. Delivery of Services/Equipment		13.8	(b) indemnify, and upon demand reimburse, the Agent for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Incidental Items charged thereby;	21.3	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 for any loss or damage the Customer suffers because the Agent has exercised its rights under this clause.	21.3	(a) any money payable to the Agent becomes overdue, or in the Agent's opinion the Customer will be unable to make a payment when it falls due;
7.1	At the Agent's sole discretion delivery of the Services/Equipment shall take place where:	13.9	(c) not register, or permit to be registered, a financing statement or a financing charge 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.	22. Cancellation	22.1	The Agent may cancel any contract to which these terms and conditions apply or cancel delivery of Services/Equipment at any time before the Services are commenced or Equipment provided by giving written notice to the Customer. On giving such notice the	(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 creditors; or
7.2	At the Agent's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.	13.10	The Agent and the Customer agree that nothing in sections 114(1)(b), 133 and 134 of the PPSA shall apply to these terms and conditions.	22.1	The Agent may cancel any contract to which these terms and conditions apply or cancel delivery of Services/Equipment at any time before the Services are commenced or Equipment provided by giving written notice to the Customer. On giving such notice the	22.2	(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

Please note that a larger print version of these terms and conditions is available from the Agent on request.