



CEG New Zealand
76 - 86 Cuba Street, PALMERSTON NORTH 4410
Ph: (06) 357 8940
Fax: (06) 356 2093
Email: admin@ceg.co.nz
Web: www.ceg.co.nz

CREDIT ACCOUNT APPLICATION

Please complete all sections of the attached Credit Account Application and Personal Guarantee form and read the Terms and Conditions of Trade.

Send completed forms to admin@ceg.co.nz or **CEG Admin, 76-86 Cuba Street, Palmerston North 4410**



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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.

DATE: _____ REF No. _____

BUYER'S TRADE NAME: _____

BUYER'S FULL or LEGAL NAME: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

_____ Postcode: _____ _____ Postcode: _____

COMMERCIAL BUYERS ONLY

Company Number: _____

Requested Credit Limit: _____ Date Established: _____

Contact 1: _____ Contact 2: _____

Position: _____ Position: _____

Phone: _____ Phone: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company) OR TRUSTEES (If a Trust)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

_____ Postcode: _____ _____ Postcode: _____

ID: _____ Date of Birth: _____ ID: _____ Date of Birth: _____
(Driver's Licence, Passport, etc.) (Driver's Licence, Passport, etc.)

Home Phone: _____ Home Phone: _____

TRADE REFERENCES

Business Name 1: _____ Address or A/C No: _____

Phone: _____ Fax: _____

Business Name 2: _____ Address or A/C No: _____

Phone: _____ Fax: _____

Business Name 3: _____ Address or A/C No: _____

Phone: _____ Fax: _____

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 Keith R Norling Ltd T/A CEG New Zealand 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 Buyer I shall be personally liable for the performance of the Buyer's obligations under this contract.***

SIGNED (BUYER): _____ **SIGNED (CEG):** _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO BUYER'S SIGNATURE:

Signed: _____ **Name:** _____ **Date:** _____

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Keith R Norling Ltd T/A CEG New Zealand and its successors and assigns ("CEG") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

("the Buyer") *[Insert Company Name In Box Provided]*

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

1. **GUARANTEE** the due and punctual payment to CEG of all monies which are now owing to CEG by the Buyer and all further sums of money from time to time owing to CEG by the Buyer in respect of goods and services supplied or to be supplied by CEG to the Buyer or any other liability of the Buyer to CEG, and the due observance and performance by the Buyer of all its obligations contained or implied in any contract with CEG, including but not limited to the Terms & Conditions of Trade signed by the Buyer and annexed to this Guarantee and Indemnity. If for any reason the Buyer does not pay any amount owing to CEG the Guarantor will immediately on demand pay the relevant amount to CEG. In consideration of CEG agreeing to supply the Goods to the Buyer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under these terms and conditions (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to CEG registering any interest so charged. The Guarantor irrevocably appoints CEG and each director of CEG as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which CEG may reasonably require to:
 - (a) register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - (b) register any other document required to be registered by the PPSA or any other law; or
 - (c) correct a defect in a statement referred to in clause 1(a) or 1(b).
2. **HOLD HARMLESS AND INDEMNIFY** CEG on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, CEG in connection with:
 - (a) the supply of goods and/or services to the Buyer; or
 - (b) the recovery of monies owing to CEG by the Buyer including the enforcement of this Guarantee and Indemnity, and including but not limited to CEG's nominees costs of collection and legal costs; or
 - (c) monies paid by CEG with the Buyer's consent in settlement of a dispute that arises or results from a dispute between, CEG, the Buyer, and a third party or any combination thereof, over the supply of goods and/or services by CEG to the Buyer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. **I/We have received, read and understood CEG's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
4. This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until the whole of monies owing to CEG by the Buyer and all obligations herein have been fully paid satisfied and performed.
5. No granting of credit, extension of further credit, or granting of time and no waiver, indulgence or neglect to sue on CEG's part (whether in respect of the Buyer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Buyer's obligations to CEG, each Guarantor shall be a principal debtor and liable to CEG accordingly.
6. If any payment received or recovered by CEG is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and CEG shall each be restored to the position in which they would have been had no such payment been made.
7. The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean and refer to each of them individually and all of them together unless the context otherwise requires, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
8. **I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Buyer to CEG.**
9. I/we irrevocably authorise CEG to obtain from any person or company any information which CEG may require for credit reference purposes. I/We further irrevocably authorise CEG to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with CEG as a result of this Guarantee and Indemnity being actioned by CEG.
10. The above information is to be used by CEG for all purposes in connection with CEG considering this Guarantee and Indemnity and the subsequent enforcement of the same.

<p>GUARANTOR-1 SIGNED: _____</p> <p>FULL NAME: _____</p> <p>HOME ADDRESS: _____</p> <p>DATE OF BIRTH: _____</p> <p>SIGNATURE OF WITNESS: _____</p> <p>NAME OF WITNESS: _____</p> <p>OCCUPATION: _____</p> <p>PRESENT ADDRESS: _____</p> <p>EXECUTED as a Deed this day of 20____</p>
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<p>GUARANTOR-2 SIGNED: _____</p> <p>FULL NAME: _____</p> <p>HOME ADDRESS: _____</p> <p>DATE OF BIRTH: _____</p> <p>SIGNATURE OF WITNESS: _____</p> <p>NAME OF WITNESS: _____</p> <p>OCCUPATION: _____</p> <p>PRESENT ADDRESS: _____</p> <p>EXECUTED as a Deed this day of 20____</p>
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Note: 1. If the Buyer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).
 2. If the Buyer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

1. Definitions

- 1.1 "CEG" means Keith R Norling Ltd T/A CEG New Zealand, its successors and assigns or any person acting on behalf of and with the authority of Keith R Norling Ltd T/A CEG New Zealand.
- 1.2 "Buyer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Buyer is a reference to each Buyer jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by CEG to the Buyer at the Buyer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4 "Price" means the Price payable for the Goods as agreed between CEG and the Buyer in accordance with clause 5 below.

2. Acceptance

- 2.1 The Buyer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Buyer places an order for or accepts Delivery.
- 2.2 These terms and conditions may only be amended with CEG's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Buyer and CEG.
- 2.3 Where CEG has been requested by the Buyer to diagnose a fault that requires disassembly and/or testing, all costs involved will be charged to the Buyer irrespective of whether or not the repair goes ahead.
- 2.4 In the event that the Buyer requires CEG to work outside normal business hours (including but not limited to working through lunch breaks, weekends and/or public holidays) then CEG reserves the right to charge the Buyer additional labour costs (penalty rates will apply), unless otherwise agreed between CEG and the Buyer.
- 2.5 The Buyer acknowledges that Goods are supplied on the understanding that they will be installed and/or maintained by a suitably qualified and experienced technician. CEG will not be liable for any defect in the Goods where arising from incorrect/faulty installation and/or maintenance of the Goods.
- 2.6 If the Buyer's property or any component is submitted for repair under a warranty or insurance claim, and the claim is declined or payment delayed, the Buyer is liable for payment and agrees to pay for any such repair.
- 2.7 If CEG is requested to organise other products and/or services on behalf of the Buyer, the Buyer agrees to pay the third party's invoice by the due date.

3. Change in Control

- 3.1 The Buyer shall give CEG not less than fourteen (14) days prior written notice of any proposed change of ownership of the Buyer and/or any other change in the Buyer's details (including but not limited to, changes in the Buyer's name, address, contact phone or fax number/s, or business practice). The Buyer shall be liable for any loss incurred by CEG as a result of the Buyer's failure to comply with this clause.

4. Authorised Representatives

- 4.1 Unless otherwise limited as per clause 4.2, the Buyer agrees that should the Buyer introduce any third party to CEG as the Buyer's duly authorised representative, that once introduced that person shall have the full authority of the Buyer to order any Goods, and any variation thereto, on the Buyer's behalf, and such authority to continue until all requested Goods have been delivered or the Buyer otherwise notifies CEG in writing that said person is no longer the Buyer's duly authorised representative.
- 4.2 In the event that the Buyer's duly authorised representative (as per clause 4.1) is to have only limited authority to act on the Buyer's behalf, then the Buyer must specifically and clearly advise CEG in writing of the parameters of the limited authority granted to their representative.
- 4.3 The Buyer specifically acknowledges and accepts that they will be solely liable to CEG for all additional costs incurred by CEG (including CEG's profit margin) in providing any Goods, or variation/s thereto, requested by the Buyer's duly authorised representative (subject always to the limitations imposed under clause 4.2 (if any)).

5. Price and Payment

- 5.1 At CEG's sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by CEG to the Buyer; or
 - (b) the Price as at the date of Delivery according to CEG's current price list; or
 - (c) CEG's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 5.2 CEG reserves the right to change the Price:
 - (a) if a variation to the Goods which are to be supplied (including any applicable system design, plans or specifications) is requested or required due to stock availability; or
 - (b) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, obscured defects which are found upon disassembly and/or further inspection, poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party not being completed, change of design, pre-existing sub-standard / non-compliant / faulty work or sub-standard materials, hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and wiring in walls, etc.) which are only discovered on commencement of the Services; or
 - (c) in the event of increases to CEG in the cost of labour or materials, or fluctuations in currency exchange rates, which are beyond CEG's control.
- 5.3 At CEG's sole discretion, a non-refundable deposit may be required upon request.
- 5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Buyer on the date/s determined by CEG, which may be:
 - (a) before Delivery;
 - (b) twenty (20) days following the end of the month in which a statement is posted to the Buyer's address or address for notices;
 - (c) the date specified on any invoice or other form as being the date for payment; or
 - (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Buyer by CEG.
- 5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card, or by any other method as agreed to between the Buyer and CEG.
- 5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Buyer must pay to CEG an amount equal to any GST CEG must pay for any supply by CEG under this or any other agreement for the sale of the Goods. The Buyer must pay GST, without

deduction or set off of any other amounts, at the same time and on the same basis as the Buyer pays the Price. In addition the Buyer 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.

- 5.7 In the event that the Goods supplied by CEG are the subject of an insurance claim that the Buyer has made, then the Buyer shall be responsible for the payment of any monies payable to the insurance company and agrees to honour their obligation for payment for such transactions invoiced by CEG and shall ensure payment is made by the due date irrespective of whether the insurance claim is successful.

6. Delivery

- 6.1 Delivery of the Goods ("Delivery") is taken to occur at the time that:

(a) the Buyer or the Buyer's nominated carrier takes possession of the Goods at CEG's address; or
(b) CEG (or CEG's nominated carrier) delivers the Goods to the Buyer's nominated address even if the Buyer is not present at the address.

- 6.2 At CEG's sole discretion, the cost of Delivery is in addition to the Price.

- 6.3 The Buyer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. In the event that the Buyer is unable to take Delivery as arranged then CEG shall be entitled to charge a reasonable fee for redelivery and/or storage.

- 6.4 CEG may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

- 6.5 Any time or date given by CEG to the Buyer is an estimate only. The Buyer must still accept Delivery even if late and CEG will not be liable for any loss or damage incurred by the Buyer as a result of the Delivery being late.

- 6.6 The Buyer acknowledges and accepts that the supply of Goods may be subject to availability and if, for any reason, the Goods are not or cease to be available, CEG reserves the right to vary the Price with alternative products as per clause 5.2. CEG also reserves the right to suspend the Buyer's order until such time as CEG and the Buyer agree to such changes.

- 6.7 The Buyer shall ensure that:

(a) CEG has clear and free access to the site at all times, and that such access is suitable to accept the weight of laden trucks, front end loaders or other earth moving equipment as may be deemed necessary by CEG, to enable them to make delivery; and

(i) CEG 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 of CEG; and

(ii) the Buyer agrees to indemnify CEG against all costs incurred by CEG in recovering such vehicles in the event they become bogged or otherwise immovable.

(b) prior to CEG commencing the Services, the Buyer must advise CEG of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Buyer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site. Whilst CEG will take all care to avoid damage to any underground services the Buyer agrees to indemnify CEG in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per this sub-clause (b).

7. Compliance with Laws

- 7.1 The Buyer and CEG shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods, including any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.

- 7.2 The Buyer shall obtain (at the expense of the Buyer) all licenses and approvals that may be required for the Goods.

8. Risk

- 8.1 Risk of damage to or loss of the Goods passes to the Buyer on Delivery and the Buyer must insure the Goods on or before Delivery.

- 8.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Buyer, CEG is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by CEG is sufficient evidence of CEG's rights to receive the insurance proceeds without the need for any person dealing with CEG to make further enquiries.

- 8.3 If the Buyer requests CEG to leave Goods outside CEG's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Buyer's sole risk.

- 8.4 The Buyer acknowledges that CEG is only responsible for components that are replaced by CEG and that in the event that other parts, subsequently fail, the Buyer agrees to indemnify CEG against any loss or damage to the parts, or caused by the parts, or any part thereof howsoever arising.

- 8.5 Where the Buyer requests CEG to insert or install any Goods (including, but not limited to, pumps) into existing wells or bores which have not been drilled by CEG, or CEG's authorised contractor, the Buyer agrees to indemnify CEG for any costs, damages, or delays caused by the condition of the existing well or bore (including, but not limited to, biological or mineral build-up, partial collapse, or limited or poor quality water supply). CEG accepts no liability or responsibility for repairs to, re-drilling of, retrieval of equipment/Goods from, or lack of performance of any well or bore which is due to the failure of such well or bore as a result of its existing condition.

- 8.6 Any advice, recommendation, information, assistance or service provided by CEG in relation to Goods supplied is given in good faith, is based on CEG's own knowledge and experience and shall be accepted without liability on the part of CEG and it shall be the responsibility of the Buyer to confirm the accuracy and reliability of the same in light of the use to which the Buyer makes or intends to make of the Goods.

- 8.7 Where the Buyer has supplied materials for CEG to complete the Services, the Buyer acknowledges that they accept responsibility for the suitability of purpose, quality and any faults inherent in those materials. CEG shall not be responsible for any defects in the Services, any loss or damage to Goods/materials (or any part thereof), howsoever arising from the use of materials supplied by the Buyer.

9. Title

- 9.1 CEG and the Buyer agree that ownership of the Goods shall not pass until:

(a) the Buyer has paid CEG all amounts owing to CEG; and

(b) the Buyer has met all of its other obligations to CEG.

- 9.2 Receipt by CEG 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.

- 9.3 It is further agreed that:

- (a) until ownership of the Goods passes to the Buyer in accordance with clause 9.1 that the Buyer is only a bailee of the Goods and must return the Goods to CEG on request.
- (b) the Buyer holds the benefit of the Buyer's insurance of the Goods on trust for CEG and must pay to CEG the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
- (c) the Buyer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Buyer sells, disposes or parts with possession of the Goods then the Buyer must hold the proceeds of any such act on trust for CEG and must pay or deliver the proceeds to CEG on demand.
- (d) the Buyer should not convert or process the Goods or intermix them with other goods but if the Buyer does so then the Buyer holds the resulting product on trust for the benefit of CEG and must sell, dispose of or return the resulting product to CEG as it so directs.
- (e) the Buyer irrevocably authorises CEG to enter any premises where CEG believes the Goods are kept and recover possession of the Goods.
- (f) CEG may recover possession of any Goods in transit whether or not delivery has occurred.
- (g) the Buyer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of CEG.
- (h) CEG may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Buyer.

10. Personal Property Securities Act 1999 ("CEGSA")

- 10.1 Upon assenting to these terms and conditions in writing the Buyer acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of CEGSA; and
 - (b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Buyer to CEG for Services – previously supplied (if any) and that will be supplied in the future by CEG to the Buyer.
- 10.2 The Buyer undertakes to:
- (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 CEG may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, CEG for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any registration made thereby;
 - (c) not register a financing change statement or a change demand without the prior written consent of CEG; and
 - (d) immediately advise CEG of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 10.3 CEG and the Buyer agree that nothing in sections 114(1)(a), 133 and 134 of CEGSA shall apply to these terms and conditions.
- 10.4 The Buyer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of CEGSA.
- 10.5 Unless otherwise agreed to in writing by CEG, the Buyer waives its right to receive a verification statement in accordance with section 148 of CEGSA.
- 10.6 The Buyer shall unconditionally ratify any actions taken by CEG under clauses 10.1 to 10.5.

11. Security and Charge

- 11.1 In consideration of CEG agreeing to supply the Goods, the Buyer 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 Buyer either now or in the future, to secure the performance by the Buyer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 11.2 The Buyer indemnifies CEG from and against all CEG's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising CEG's rights under this clause.
- 11.3 The Buyer irrevocably appoints CEG and each director of CEG as the Buyer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Buyer's behalf.

12. Buyer's Disclaimer

- 12.1 The Buyer hereby disclaims any right to rescind, or cancel any contract with CEG or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Buyer by CEG and the Buyer acknowledges that the Goods are bought relying solely upon the Buyer's skill and judgment, and it is the Buyer's responsibility to ensure that the Goods are suitable for their intended purpose.

13. Defects

- 13.1 The Buyer shall inspect the Goods on Delivery and shall within seven (7) days of such time (being of the essence) notify CEG of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Buyer shall afford CEG an opportunity to inspect the Goods within a reasonable time following such notification if the Buyer believes the Goods are defective in any way. If the Buyer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which CEG has agreed in writing that the Buyer is entitled to reject, CEG's liability is limited to either (at CEG's discretion) replacing or repairing the Goods.
- 13.2 Returns will only be accepted provided that:
- (a) the Buyer has complied with the provisions of clause 13.1; and
 - (b) CEG has agreed in writing to accept the return of the Goods; and
 - (c) the Goods are returned at the Buyer's cost within seven (7) days of Delivery; and
 - (d) CEG will not be liable for Goods which have not been stored or used in a proper manner; and
 - (e) the Goods 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.
- 13.3 CEG may (in its absolute discretion) accept non-defective Goods for return, in which case CEG may require the Buyer to pay handling fees of up to twenty-five percent (25%) of the value of the returned Goods, plus any freight costs. However, non-stocklist items or Goods made to the Buyer's specifications are under no circumstances acceptable for credit or return in these circumstances.

14. Warranty

14.1 The conditions applicable to the warranty given on Goods supplied by CEG are contained on the “Warranty Card” that will be supplied with the Goods.

15. Consumer Guarantees Act 1993

15.1 If the Buyer is acquiring Goods for the purposes of a trade or business, the Buyer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by CEG to the Buyer.

16. Intellectual Property

16.1 The Buyer warrants that they will not infringe any patent, registered design, logo or trademark which are the intellectual property of CEG.

16.2 The Buyer agrees that CEG may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which CEG has created for the Buyer, or pictures or photographs of completed projects.

17. Default and Consequences of Default

17.1 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 CEG’s sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

17.2 If the Buyer owes CEG any money the Buyer shall indemnify CEG from and against all costs and disbursements incurred by CEG in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, CEG’s collection agency costs, and bank dishonour fees).

17.3 Without prejudice to any other remedies CEG may have, if at any time the Buyer is in breach of any obligation (including those relating to payment) under these terms and conditions CEG may suspend or terminate the supply of Goods to the Buyer. CEG will not be liable to the Buyer for any loss or damage the Buyer suffers because CEG has exercised its rights under this clause.

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

- (a) any money payable to CEG becomes overdue, or in CEG’s opinion the Buyer will be unable to make a payment when it falls due;
- (b) the Buyer 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
- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Buyer or any asset of the Buyer.

18. Cancellation

18.1 CEG may cancel any contract to which these terms and conditions apply or cancel Delivery at any time before the Goods are delivered by giving written notice to the Buyer. On giving such notice CEG shall repay to the Buyer any money paid by the Buyer for the Goods. CEG shall not be liable for any loss or damage whatsoever arising from such cancellation.

18.2 In the event that the Buyer cancels Delivery the Buyer shall be liable for any and all loss incurred (whether direct or indirect) by CEG as a direct result of the cancellation (including, but not limited to, any loss of profits).

18.3 Cancellation of orders for Goods made to the Buyer’s specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

19. Privacy Act 1993

19.1 The Buyer authorises CEG or CEG’s agent to:

- (a) access, collect, retain and use any information about the Buyer;
 - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Buyer’s creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Buyer.
- (b) disclose information about the Buyer, whether collected by CEG from the Buyer directly or obtained by CEG 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 Buyer.

19.2 Where the Buyer is an individual the authorities under clause 19.1 are authorities or consents for the purposes of the Privacy Act 1993.

19.3 The Buyer shall have the right to request CEG for a copy of the information about the Buyer retained by CEG and the right to request CEG to correct any incorrect information about the Buyer held by CEG.

20. Unpaid Seller’s Rights

20.1 Where the Buyer has left any item with CEG for repair, modification, exchange or for CEG to perform any other service in relation to the item and CEG has not received or been tendered the whole of any moneys owing to it by the Buyer, CEG shall have, until all moneys owing to CEG are paid:

- (a) a lien on the item; and
- (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.

20.2 The lien of CEG shall continue despite the commencement of proceedings, or judgment for any moneys owing to CEG having been obtained against the Buyer.

21. General

21.1 The failure by CEG to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect CEG’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, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

21.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Palmerston North Court of New Zealand.

CEG New Zealand – Terms and Conditions of Trade

- 21.3 CEG shall be under no liability whatsoever to the Buyer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by CEG of these terms and conditions (alternatively CEG's liability shall be limited to damages which under no circumstances shall exceed the Price).
- 21.4 The Buyer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Buyer by CEG nor to withhold payment of any invoice because part of that invoice is in dispute.
- 21.5 CEG may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.
- 21.6 The Buyer agrees that CEG may amend these terms and conditions at any time. If CEG makes a change to these terms and conditions, then that change will take effect from the date on which CEG notifies the Buyer of such change. The Buyer will be taken to have accepted such changes if the Buyer makes a further request for CEG to provide Goods to the Buyer.
- 21.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 21.8 The Buyer warrants that it has the power to enter into this 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.