

Pipe Technologies Limited

PO Box 8109, NEW PLYMOUTH 4342 1 / 2 Dakota Place, Bell Block, NEW PLYMOUTH 4312 Phone: (06) 755 0309

Email: rowan@pipetech.net.nz Web: www.pipetech.net.nz GST No: 084 278 297

CLIENT INFORMATION FORM

Please complete all sections and read the Terms and	a Conditions of Trade (overieai or attached.		
Client Details: ☐ Individual ☐ Sole Trader	Trust □ Part	tnership 🗖 Compan	y Dther:	
Full or Legal Name:				
Physical Address:				Postcode:
Billing Address:				Postcode:
Email Address:				
Phone No:	ax No:		Mobile No:	
Personal Details: (please complete if you are an In	dividual)	T		
D.O.B.	Driver's Licence No		:	
Duoinaga Dataila, /alagas samalata if yay ara a Ca	Ja Tradar Trust Dartner	rahin Campany as Other	an an aifiad)	
, , ,	siness Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified) ding Name: GST No: (if applicable)			
		Date Incorp. (current owners):		
Company Number: Date Incorp Contact Person:			Phone No.	
Nature of Business:			PHONE INO.	
	and attack a comprete of	- a a t l		
Directors / Owners / Trustee: (if more than two, ple	ase allach a separale sr		D.O.B.	
(1) Full Name:			J.U.B.	Dostoodo
Private Address:	Dhono No.	1,	Mahila Na	Postcode:
Driver's Licence No:	Phone No:		Mobile No:	
(2) Full Name:			D.O.B.	D. J. J.
Private Address:	Diama Na		Madata Na	Postcode:
Driver's Licence No:	Phone No:		Mobile No:	
I certify that the above information is true and correthe TERMS AND CONDITIONS OF TRADE (over in conjunction with this Client Information Form a detailed in the Privacy Act clause therein.	leaf or attached) of Pi	pe Technologies Limite	ed which form part of and a	re intended to be read
		SIGNED (PIPETECH):		
Name:		Name:		
Position:		Position:		
Dato		Data		

OFFICE USE ONLY		
Account / Ref. No.	DATA INPUTTED	DATE
		1 1

Pipe Technologies Limited - Terms & Conditions of Trade

Definitions
Contract' means the terms and conditions contained herein,
together with any quotation, order, invoice or other document or
6.4
amendments expressed to be supplemental to this Contract.
'Pipe fech' means Pipe Technologies Limited, its successors and
6.5 ardiendments expressed to be supplemental to this Contract.
Pipe Tech means Pipe Technologies Limited its successors and 6.5
assigns.

The property of the Central registering property of the property of the Central Acceptance
The Client is taken to have exclusively accepted and is
immediately bound, jointly and severally, by these terms and
conditions if the Client places an order for or accepts delivery of 2. 2.1

immediately bounds, purposes an order for or accepts delivery or the Goods. In the econd in the conditions if the Client places an order for or accepts delivery the Goods. In the event of any inconsistency between the terms and conditions of the Contract and any other prior document or Contract shall prepittles have entered into, the terms of this Contract shall prepittles have entered into, the terms of this Contract shall prepittles and conditions contained in this Contract shall prepit the complete of Conditions contained in this contract shall prepit the complete of Condition credit shall be completed foronds on credit shall be completed foronds on credit shall be completed foronds on credit shall be completed for conditions.

Any amendment to the terms and conditions contained in this 7.6 Contract may only be amended in writing by the consent of both The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with Pipe 1ech and it has been approved with a credit invite stablished for the account.

7.7 In the event that the supply of Goods requested exceeds the client credit in more than the contract of the c

3. 3.1

Frors and Omissions
The Client acknowledges and accepts that Pipe Tech shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s).
It is the control of the control o

Change in Control
The Client shall give PipeTech not less than fourteen (14) days
prior written notice of any proposed change of ownership of the
prior written notice of any proposed change of ownership of the
not limited to changes in the Client's name, address and cortlact
phone or lax numbers, change of trustees or business practice.
The Client shall be liable for any loss incurred by PipeTech as a
result of the Client's failure to compst with this clause.

The Client shall be liable for any loss incurred by Pipe Fech as a result of the Client's failure to comply with this clause.

Price and Payment At Pipe I chos shoe discretion the Price shall be either.

(a) as indicated on any invoice provided by Pipe Fech to the Client; or (b) Pipe I chos so descretion the Price shall be either.

(b) Pipe I chos so under price (subject to clause 5.2) which will be 9.2 period of hirty (20) days.

Pipe I chose the period stated in the quotation or otherwise for a period of hirty (20) days.

Pipe I chose the period stated in the quotation or otherwise for a period of hirty (20) days.

Pipe I chose the period stated in the quotation or otherwise for a period of hirty (20) days.

Pipe I chose the period stated in the quotation or otherwise for a period of the period stated in the period state of the period of the pe

All Pipe Tech's solie discretion a non-refundable deposit may be 10.4 required.

Time for payable by licent on the date's determined by pipe exhibition may be (a) before delivery of the Goods:

(a) before delivery of the Goods:

(b) way of instalments/progress payments in accordance with pipe tech's payment schedule;

(b) the pipe tech's payment schedule;

(b) the pipe tech's payment schedule;

(c) be tech payment schedule;

(d) be delivery of the Goods:

(e) beginning the cate of the Goods:

(e) beginning the date of the Goods:

(e) delivery of the Goods:

(e) delivery of the Goods:

(f) delivery of the Goods:

(g) delivery of t

(e) falling any footice to the contrast, the date winch is seven (1) (any 5) (onling) the date of any invoice given to the Client by Payment may be made by cash, electronic/or-line banking, or by 11.2 any other method as agreed to between the Client and Piple 1 cct. Piple 1 cch may in its distretion allocate any payment received from the Client towards any invoice that Piple 1 cch determines and may 11.3 do so at the time of receipt or at any time alterwards. On any 1 contrast of the client towards any invoice that Piple 1 cch determines and may 11.3 do so at the time of receipt or at any time alterwards. On any 1 contrast of the client and allocated in such mariner as preserves the maximum value of Piple 1 cch's Purchase Money Security Interest (as defined in the PPSA) in the The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owned to the Client by Piple 1 cch, or to withhold payment of any invoice because part of that invoice is in dispute addition to the Price, the lent must pay to Piple 1 ch an amount, at the same time and on the

6. 6.1

whele they are expressly included in the Price.

Privision of the Services
Subject to datuse 6.2 it is Pipe Tech's responsibility to ensure that
the Services start as soon as it is reasonably possible.

The Services commencement date will be put back, and the
completion date extended by whatever time is reasonable in the
event that Pipe Tech claims an extension of time (by giving the
Client written notice) where completion is delayed by an event
beyond Pipe Tech's control, including but not limited to any failure
by the selection; or
(in) have the site prayd for the Services; or
(i) have the site prayd for the Services
(ii) notify Pipe Tech that the site is ready.

Delivery ('Delivery') of the Goods shall be deemed to have taken
place once Pipe Ecch has that all Language and provided all 'Services

Con point and that a Language Tech and the Control

Technology ('Delivery') of the Goods shall be deemed to have taken
place once Pipe Ecch has that all Language Technology ('Delivery') of the Goods shall be deemed to have taken
place once Pipe Ecch has the Services

(including, but not limited to, the use of CCTV equipment, cleaning etc.) as have been agreed between the parties to this Contract. At Pine Feb's sole discretion the cost of Delivery is included in the

Dipid.

Pipel Tech may deliver the Goods in separate installments. Each separate installment shall be invoiced and paid in accordance with the provisions in these terms and conditions.

Any time specified by Pipel Tech for Delivery of the Goods is an estimate only and Pipel Tech will not be libble for any loss or damage incurred by the Client as a result of Delivery being late. However both parties agree that they shall make very enclasionar to enable the Goods to be delivered at the time and place as was arranged between both parties.

Risk Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before

Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before the Client on Delivery and the Client must insure the Goods on or before the Client on Delivery and the Client must insure the Goods on or before the Client of the Client property of the Goods. The Client according to the Client property of the Goods on or before the Client of the Client property of the Goods of the Goods of the Goods of the Client property of the Goods of the Goods

Access
The Client shall ensure that PipeTech has clear and free access
The Client shall ensure that PipeTech has clear and free access
The Client shall ensure that PipeTech has clear and free access
PipeTech 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 PipeTech.

negligence of PipeTech.

"Underground Locations
Prior to PipeTech commencing any Services the Client must advise PipeTech of the precise location of all underground services on the site and dearly mark the same. The underground mains and services the Client must identify include, but are not limited to electrical services, gas services, sever services, include the services in the services services services in the services that it is serviced to the services that may be on site. Whilst PipeTech will fake all care to avoid damage to any underground services the Client agrees to indemnify PipeTech in this service is the services as a result of damage to services not precisely located and notified as per clause 9.1.

nines as a result of undique to services not precisely located and notified as per clauses 9.1:

Compliance with Laws
The Client and Pipel Eech 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, including statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services. Including any statutes of the Services and any facilist interest in those products. However, the Services and the Services and any facilist interest in the Services and the Interest day as and any facilist interest in the Services and the Interest and Services and Services and Services and the Interest Services and Services

6.2. pains and uesty in the temoderal accordance with close to The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services. Novith/Standing clause 10.1 and pursuant to the Health & Safety at Work Act 2015 (the *15W Act"), Pipe I ech agrees at all times to comply with sections 28 and 34 of the HSW Act" with meeting their complexity of the Service and Se

Title
Pipe Tech and the Client agree that ownership of the Goods shall
right pass until.

(a) the Client has paid Pipe Tech all amounts owing to Pipe Tech.
Receipt by Pipe Tech of any form of payment has been
the Client has met all of its other obligations to Pipe Tech.
Receipt by Pipe Tech of any form of payment has been
the Client has controlled to be payment until half from 10 payment has been
the Client has cord-crache with clause 1.1.*

(a) the Client agreed that until ownership of the Goods and must return the
One Client in accord-cance with clause 1.1.*

(a) the Client is only a ballee of the Goods and must return the
One Client in Pipe Tech and must pay to Pipe Tech the
One Client in Pipe Tech and must pay to Pipe Tech the
One Client of the Client with the Client with the
One Client of the Client with the Client with the
One Client of the Client with the Client with the
One Client of the Client with the Client with the
One Client of the Client with the Client with the
One Client of the Client with the Client with the
One Client of the Client with the Client with the
One Client of the Client with the Client with the
One Client of the Client with the Client with the
One Client of the Client with the Client with the
One Client of the Client with the Client with the
One Client of the Client of the Client with the
One Client of the Client of the Client of the Client
One Client of the Client of the Client of the Client
One Client of the Client of the Client of the Client
One Client

Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that: (a) these terms and conditions constitute a security agreement for the purposes of the PPSA: and

a security interest is taken in all Goods that have previously geen, supplied and that will be supplied in the future by Pipel ech to the Client, and the proceeds from such Goods as listed by Pipel ech to the Client in invoices rendered from

as listed by Pipe Tech to the Client in invoices rendered from time to time; the control time time; the control time time time; the control time time time; the control time; the co

(d)

provisions of the PPSA.

Security and Charge in consideration of PipeTech agreeing to supply the Goods, the Client charges all of its rights, fille and interest (whether joint or charged, owned by the Client lether now so in the future, and the Client grants a security interest in all of its present and after-aquired property, to secure the performance by the Client of its obligations under these terms and conditions (including, but not imitted to, the payment of any money). The terms of the charge and security interest are the terms of Alemorandum 2019/4/344. The Client Indemntities Pipe Tech from and against all Pipe Techs costs and disbursements including legal costs on a solitoir and own client basis incurred in exercising Pipe Techs and each director of Pipe Techs and the Client's t

including, but not lifnited to, signing any document on the Client's behalf.

Defects
The Client shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify Pipel ech of any alegaed defect, shortage in quality, damage of failure to comply with the description of quote. The Client shall reasonable time following Delivery (time being the leves the Goods are defective in any way. If the Client shall all to comply with hisse provisions the Goods shall be resumed to be free from any detay of the conditions of the pipel shall be goods are defective in any way. If the Client shall fail to comply with hisse provisions the Goods shall be resumed to be free from any detay or defective Coods, with only pipel shall be coods and the condition of the coods of

Warranty
Subject to the conditions of warranty set out in clause 15.2
Pipel ech warrants that if any defect in any workmanship proyded
by Pipel ech becomes apparent and is reported to Pipel ech
within twelvel (27) months of the date of Delivery (time being of the
essence) then Pipel ech will either (at Pipel ech sole discretion)
replace or remedy the defect.

Are:

**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by clause 15.1
**The Conditions applicable to the warranty given by

replace or remedy the detect.

The conditions applicable to the warranty given by clause 15.1

By the warranty shall not cover any defect or damage which may be caused for partly caused by or arise through.

(a) Failure on the part of the Client to properly maintain any 21.2

(a) Goods or serviced tiern client to follow an instructions or guidelines provided by Pipel eich; or (iii) any use of any Coods of serviced tiern otherwise than for any application specified on a quote or order form; or 22.1

(b) the continued use of any Goods of serviced tiern after application of the control o

Consumer Guarantees Act 1993
If the Client is acquairing Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 (*CGA*) do not apply to the supply of Goods by Piper tech to the Client.

documents, degings, drawings of Goods which Pipe Tech has created for the Client.

23.3

Default and Consequences of Default inferest on overdue invoices shall accuse daily from the date when payment becomes due, until the date of payment, at a rate of two and a hall percent (2.5%) per calendar month (and at Pipe Tech size described in such interest shall compound monthly at such a rate) effect as yield as before any judgment. Client shall indemnify Pipe Tech from and against all costs and disbursements incurred aby Pipe Tech from and against all costs and disbursements incurred aby Pipe Tech from and against all costs and disbursements incurred aby Pipe Tech from and against all costs and solicitor and own client basis. Pipe Tech solicition agency costs, and bank 23.7

Further to any other rights or remedies Pipe Tech may have under his Contract, If a Client has made payment, to Pipe Tech, and the transaction is subsequently reversed; the client shall be liable for the amount of the reversed thransaction, in addition to any further or proven that such reversal is found to be illegal, fraudulent or in 23.8 contravention to the Client's obligations under this Contract. Without projucine to Pipe Tech stall be tentilled to carried and orany part of any order of the Client will be unable to make a gayment when it falls due.

(a) any money payable to Pipe Tech becomes overdue, or in 23.9

Pipe Tech solventies and the proposed of the Client will be unable to make a gayment when it falls due.

(b) the Client 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 proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors or proposes or enters into an arrangement with creditors. Or makes an assignment for the benefit of its creditors or proposes or enters into an arrangement with creditors.

Cancellation
Without prejudice to any other remedies PipeTech may have, any time the Client is in breach of any obligation (including the relating to payment) under these terms and conditions PipeTech way stispend or terminate the supply of Goods to the Client prepared to the Client for any loss or damage client suffers because PipeTech has exercised its rights tim

Pipe I ech may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by glioning witten notice to the Client. On giving such police Pipe I ech shall repay to the Client any money paid by the Client for the Goods. Pipe I ech shall not be flable for any loss or damage whatsever arising from such cancellation. Shall be fable for any and all loss incurred (whether direct or indired) by Pipe I ech as a direct result of the cancellation (including, but roll milled to any) and all loss incurred (whether direct or indired) by Pipe I ech as a direct result of the cancellation (including, but roll milled to any) loss of profils). Cancellation or orders for "Goods made to the Client's specifications or for non-sockist terms, will definitely not be accepted once production has commenced, or an order has been placed.

Privacy Policy
All emails, documents images or other recorded information held or used by Pipe Icch is "Personal information" as defined and referred bit house 20.1 and therefore considered confidential entered by the personal information as defined and referred bit house 20.1 and therefore considerated confidential, use, disclosure and processing 01 Personal information pursuant to the Privacy Act 2000 (the Adri) including Part II of the OECD Guidelines as set out in the Act. Pipe Icch acknowledges that in the Chief Confidence and processing 01 Personal information pursuant to the Privacy Act 2000 (the Adri) including Part II of the OECD Guidelines as set out in the Act. Pipe Icch acknowledges that in the Chief Confidence and the Privacy II of the OECD Confidence and the Privacy II of the OECD Confidence and the Privacy II of the OECD Confidence and the OEC

(a) the statement of the solution of the solut

creditivortimess; or arrakeling products and services to the (f) of the purpose of markeling products and services to the (f) officiolise information about the Client, whether collected by Pipe Tech from the Client directly or obtained by Pipe Tech from the Client directly or obtained by Pipe Tech from the Client directly or obtained by Pipe Tech from the Client directly or obtaining a credit reporting agency for the purposes of providing of the Pipe Tech and the same that the authorities under clause 20.3 are authorities or consents for the purposes of the Privacy Act 2020.

The Client shall have the right to request (by e-mail) from the Client order of the Pipe Tech and the Pipe Tech and the Client correct any incorrect Personal information about the Client correct any incorrect Personal information upon the Client's request (by e-mail) or fit is no longer required unless it is required in order to furth the obligations of this Contract or is required to note to furth the obligations of this Contract or is required to most in the Client can make a privacy complaint by contacting Pipe Tech will respond to that complaint within seven (2) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20 days of receipt directly complaint). The cent make a privacy complaint is not solidated with the Privacy Commissioner at http://www.privacy.org.nr.z.

Privacy Commissioner at http://www.privacy.org.nz_'
Service of Notices
Amy written notice even under this Contract shall be deemed to
find received;
(a) by handling the notice to the other party, in person;
(b) by leaving it at the address of the other party as stated in this
Contract;
(c) by sending it by registered post to the address of the other
party as stated in this Contract;
(d) I sent by tassmite transmission to the fax number of the other
party as stated in this Contract;
(d) I sent by tassmite transmission to the fax number of the other
party as the contract of the contract of the other
party as the contract of the contract of the other
party as the contract of the contract of the other
party as the contract of the contract of the other
party as the contract of the contract of the other
party as the contract of the contract of the other
party as the contract of the contr

course of post, the notice would have been delivered.

Trusts.

If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of truste of any flux of Irust's the Contract is acting in the capacity of truste of any flux of Irust's contract is acting to the Contract sedents with Pige letch as follows:

(a) the Contract extends to all rights of indemnity which the Client pow or subsequently may alway eagainst the Trust and the trust (b) the Irust has full and complete power and authority under the Irust do not purport to exclude or take alway the right of indemnity of the Client and the trust fund. The Client will not release the right of indemnity or commit any breach of flux of the Pige 1 the Irust fund. The Client will not release the right of indemnity or commit any breach of flux of the appearance in writing of Pige 1 the Irust fund. The Client will not reasonably withhold consent), cause, permit, or suffer to happen any of the following events:

(b) the removal, replacement or retirement of the Client as trusted of the Irust.

(ii) any advancement or distribution of capital of the Irust.

(iii) any advancement or distribution of capital of the Irust.

(iv) any resettlement of the trust property.

(iii) any advancement or distribution of capital of the Trust. (iv) any resettlement of the trust property.

General Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or control to the property of the control of the

12.