## Pipe Technologies Limited – Terms & Conditions of Trade

Usefutions

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.

Priperech means Pipe Technologies Limited, its successors and 6.5 antiendments expressed to be supplemental to this Contract. 
Pipe Tech means Pipe Technologies Limited, its successors and 6.5 
858/978.

Client means the person's, entities or any person acting on behalf of and with the authority of the Client requesting Pipe Tech 6.6 
to behalf of and with the authority of the Client requesting Pipe Tech 6.6 
order, invoice or other documentation, and? 
(a) if there is more than one Client, is a reference to each Client 
jointly and severally, and 
(b) if the Client is a partienship, it shall bind each partner jointly 
(c) if the Client is a part of a Trust, shall be bound in their capacity 
(7.1 
a) as a trustee; and 
(d) includes the Client's executors, administrators, successors 
(3.2 
Gods means all Codors or Services supplied by Pipe Tech to 7.2 
the Codes means all codors or Services supplied by Pipe Tech 10.7 
(7.2 
Technology or Codes or Codes or Services shall be 
interchangeable for the other). 
Codies means small files which are stored on a user's 
computer. They are designed to hold a modest amount of data 
(moduling Personal Information) specific to p personal entering 
(1.2 
Technology or the Codes of the Codes 
(1.3 
Technology or 
(1.3 
Te 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 7.5.

The Client places an order for or accepts delivery of 7.5.
In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entified into, the terms of this Contract shall prevail.

Contract may only be amended in writing by the consent of both parties. **2.** 2.1 2.3 Any amendment to the terms and conditions contained in this 7.6 Contract may only be amended in writing by the consent of both parties.

The contract may only be amended in writing by the consent of both parties, and the contract was consent of both on the contract and c 2.10 That Arc.

Errors 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).

(a) tesuling from an inacentent mistake made by Pipe Tech in (c) tesuling from an inacentent mistake made by Pipe Tech in (c) confained informative from any illerature (hard copy and/or electronic) supplied by Pipe Tech in respect of the Services. In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or swillsum insportduct of Pipel ech; the Client shall not be entitled to 8.1 treat this Contract as reputative no render it not be entitled to 8.1 treat this Contract as reputative no render it not be entitled to 8.1 treat this Contract as reputative no render it not be 3. Change in Control
The Client shall give PipsTech not less than fourteen (14) days
The Client shall give PipsTech not less than fourteen (14) days
The Client shall give Pip proposed terming of ourse shall give
The Client shall give proper the Client's edition duving but
not limited to changes in the Client's name, address and coffact
phone or fax numberls, change of trustees or business practice.
The Client shall be liable for any loss incurred by PipsTech as a
result of the Client's failure to comply with this clause.

phone or fax numbers, change of trustees or business practice). 9.1 The Client's failure to compty with this clause.

The Client's failure to compty with this clause.

Price and Payment
At Pipe I ech's sole discretion the Price shall be either,
(a) as indicated on any invoice provided by Pipe I ech to the
(b) Pipe I ech's quoted price (subject to clause 5.2) which will be 9.2 valid for the pends stated in the quotation or otherwise for a pipe I ech's expresses the right to change the Price:

(a) Fipe I ech's quoted price (subject to clause 5.2) which will be 9.2 valid for they pends stated in the quotation or otherwise for a pipe I ech's reserves the right to change the Price:

(a) Fipe I ech's expresses the right to change the Price:

(b) Pipe I ech's expresses the right to change the Price:

(c) If a variation to the Scruces originally scheduled (including any applicable plans or specifications) is requested; or or where additional Services are required they be 10 the decorated limited to, poor weather, limitations to accessing the site, host pipe that is subject to the Services is unsuitable for lining, incorrect measurements, plans andor specifications of the control of the services is unsuitable for lining, incorrect measurements, plans andor specifications of the control of the price that was first anticipated, interruption during the ing process due to unexpected use of the drainage line by the Client, undentified underground interruption during the ing process due to unexpected use of the drainage line by the Client and solvent as variations will like the price the scruces, or materials which are beyond Pipe I ech's control.

(d) in the event of increases to Pipe I ech in the cost of abour or materials which are beyond Pipe I ech's control. Pipe I ech's unique of the price I ech's surfacions will like the price I ech's control. A Pipe I ech's since is the Client's address or other son and the fill at the pipe I ech, within the pipe I ech,

e for payment, or ing any notice to the contrary, the date which is seven (7) s\_following the date of any invoice given to the Client by

days following the date of any fivorice given to the Client by Pipe Tech.

Payment may be made by cash, electronicon-line banking, or by 11.2 any other method as agreed to between the Client and Pipe Tech 11.2 any other method as agreed to between the Client and Pipe Tech 11.2 and the Client Tec

whele they are expressly included in the Price.

Privision of the Services.

Subject to clause 6.2 it is Pipe feet's responsibility to ensure that the Services start as soon as it is reasonably possible.

The Services commencement date will be put as a considerable of the services commencement, date will be put as a considerable of the services commencement, date will be put as a considerable in the event that Pipe feet chains an extension of time top gring the client written notice) where completion is delayed by an event beyond pipe feet is control, including but not limited to any failure (3) make a selection, or (4) make a selection, or (5) have the site ready for the Services; or (6) notify Pipe feet that the site is ready.

Delivery (\*Delivery\*) of the Goods shall be deemed to have believe to the services of the

12. 12.1

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

Priod.

Pipel Each 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 Each for Delivery of the Goods is an estimate only and Pipel Each will not be liable 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 endeavour to enable the Goods to be calevered 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
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 Delivery.

I any of the Goods are damaged or destroyed following Delivery but from to ownership passang to the Client Prop feet its entitled production of these terms and conditions by Pipe feet is sentitled production of these terms and conditions by Pipe feet is sufficient evidence of Pipe feets rights to receive the insurance proceeds without the need for any person dealing with Pipe feet in ose turnible evidence of Pipe feets rights to receive the insurance proceeds without the need for any person dealing with Pipe feet in ose turnible evidence of Pipe feets rights to receive the insurance proceeds without the need for any person dealing with Pipe feet in does not recommend the use of such equipment due to the risk of the equipment becoming together of such equipment due to the risk of the equipment becoming together of such equipment due to the risk of the equipment becoming together or stuck, the Client shall be presponsible for the cost of repair, replacement and/or retrieval of said equipment. The Client acknowledges that Pipe feet is only responsible for pass that are replaced and/or repaired by Pipe feet and in the total control of the pass that are replaced and/or repaired by Pipe feet and in the total control of the pass that are replaced and/or repaired by Pipe feet and in the total control of the pass that are replaced and/or repaired by Pipe feet and in the passes of the pipe feet and the passes of th

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. 15.2

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 gearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sever services, purping services, sever services that sever services that the services that services that services that may be on site. Our services that may be on site. Our services that may be on site. Whilst PipeTech will lake, all care to avoid damage to any underground services the Client agrees to indemnify Pipe Tech in respect of all and, any liability claims, loss, damage, costs and lines as a result of underge to services not precisely located and notified as per of dualmage to services not precisely located and notified as per of dualmage to services not precisely located and notified as per of dualmage to services not precisely located and notified as per of dualmage to services not precisely located and notified as per of dualmage to services not precisely located and notified as per client services.

onlined as per clause 9.1.

Compliance with Laws

The Clein and Pipel Ech shall comply with the provisions of all statutes, regulations and bylaws of government, local and other police authorities that may be applicable to the Services, including any statutes of the provision of the statutes of the provision of the statutes of the s

gure pairs and uesign will be invoiced in accordance with dause. The Client shall poten (at the soprene of the Client shall learness that may be required for the Services Notwithstanding clause (10.1 and pursuant to the Health & Safety at Work Act 2015 (the "HSW Act)", Pipe 1ech agrees at all times to comply with sections 28 and 34 of the "HSW Act" with meeting their obligations for health and safety laws in the workplace regardless of whether they may be the party in corn't of the site and the section of the s

province they may be actific as a sub-contractor for the Client won in as engaged a third party flead contractor.

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Tita

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

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 been supplied and that will be supplied in the future by PipeTech to the Client, and the proceeds from such Good as listed by PipeTech to the Client in invoices rendered from

133 and 134 of the PFSA shall apply to these terms and conditions. Given the property of the provisions of the provision

provisions of the PPSA.

Security and Charge
in consideration of Pipe Tech agreeing to supply the Goods, the
Client 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 Client either no or in the future, and the
acquired properly, to secure the performance by the Client of its
obligations under these terms and conditions (including, but not
limited to, the payment of any money.) The terms of the charge
and security interest are the ferms of Memorandum 2014/344
registered pursuant to s.209 of Hemorandum 2014/345
registered pursuant to s.200 o 20.3

pictuding, but not limited to, signing any document on the Client's behalt.

Defects

The Client shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify pipel ent of any alegaed defect, shortage in quality, darriage of a strength of the strength of the strength of the defect of the strength of the strength

Warranty
Subject to the conditions of warranty set out in clause 15.2
Pipel ech warrants that if any detect in any workmanship proyided
by Pipel ech becomes apparent and is reported to Pipel ech
within twelve (17) 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.
The conditions applicable to the warranty given by clause 15.1

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The conditions applicable to the warranty given by clause 15.1

(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through.

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

(i) failure of the part of the Client to properly maintain any 21.2

(ii) failure on the part of the Client to properly maintain any 21.2

(ii) failure on the part of the Client to properly maintain any 22.1

(iii) any use of any Goods or serviced item otherwise than for any application specified on a quote or order form, or 22.1

(iii) any use of any Goods or serviced item otherwise than for any application specified on a quote or order form, or 22.1

(iii) any defect becomes appearent or would have become apparent to a reasonably prudent operator or user, or (v) fair weer and tear any adjudent of act of the other services of the control of the client of colimant of the current warranty provided by the manufacture of the Goods. Pipe Tech shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacture of the Goods.

Consumer Guarantees Act 1993
If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 (\*\*PGA\*\*\*) do not apply to the supply of Goods by Pipel Feo to the Client.

supply of Goods by Pipe I ech to the Client.

23.1

Intellectual Property
Where Pipe I ech has designed, drawn or developed Goods for the
Client, then the copyright in any designs and drawings and
documents shall remain the property of Pipe I ech. Under no
drocumstances may such designs, drawings and documents be
used without the express written approval of Pipe I ech.
The Client warrest that all designs, septicalization en any patient,
registered design or trademark in the execution of the Client's
order and the Client agrees to indemnity. Pipe I ech against any
action taken by a third party against Pipe I ech in respect of any
such infringement. that Pipe I ech may lat no cost use for the
The Client agrees to the may lat no cost use for the
documents, designs, drawings of Goods which Pipe I ech has
created for the Client.

documents, designs drawings of Goods which Pipel rech has created for the Client.

Default and Consequences of Default Interest on overdue invoices shall accure daily from the date when 23.4 payment becomes slue, until the date of payment, at a rate of two sole discretion such interest shall compound monthly at such a sole discretion such interest shall compound monthly at such a step) after as well as before any ludgment. If the Client owes Pipel ech any more the Client shall indemnify Pipel ech of the costs and disbursements incurred 23.5 internal administration fees, legal costs on a solicitor and own client basis. Pipel ech's collection agency costs, and bank (Jishponur fees). Pipel feeth collection agency costs, and bank (Jishponur fees). Pipel feeth collection agency for pipel ech and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Pipel ech under this clause 18 where it can be proven that such reversed is found to be illegal, fraudulent or in Available entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owns to Pipel ech shall be not the contract of the Client which remains unfulfilled and all amounts owns to Pipel ech shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owns to Pipel ech shall be entitled to cancel all or any part of any order of the Client which entitled to the client shall be entitled to cancel all or any part of any order of the Client which entitled to acceled all or any part of any order of the Client which entitled to acceled all or pipel ech consense overdee, or in 23.9 pipel ech sole, or the client when the shall be entitled to cancel all or any part of any order of the Client which entitled to acceled all or appropriate to the shall be entitled to cancel all or any part of any order of the Client when the shall be entitled to cancel all or any part of any orde

by PipaTech; the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors or proposes or enters into an arrangement with creditors or makes an assignment for the benefit of its creditors, are convened an assignment for the benefit of its creditors, are convened an assignment for the benefit of its creditors, are receiver, manager, liquidator (provisional or orthewise) or 33.10 smallar person is appointed in respect of the Client or any

Cancellation
Without prejudjec to any other remedies Pipe Tech may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Pipe Tech may suspend or terminate the supply of Goods to the Client. Pipe Tech will not be liable to the Client for any loss or damage the Client suffers because Piper Tech has exercised its nights under

place on may cornel any corried for which these terms and conditions anyl or cancel pollupier of cooks at any time before the Goots are delivered by giving written notice to the Client. On giving such notice place fest shall repay to the Client any money paid by the Client for the Goods. Pipe fest shall not be fable for any loss or damage whatesever arising from such cancellation. The property of the client of the cooks of the control of

Privacy Policy
All emails, documents, images or other recorded information held or used by Pipe I cel 18, Personal Information\* as defined and reference in the Pipe I cel 18, Personal Information\* as defined and reference in the Pipe I cel 18, Personal Information as defined and reference in the Pipe I cel 18, Personal Information in the manding, use, disclosure and processing of Personal Information pursuant to the Piracy Act 2000 ("the Act") including Part I of the OECD Guidelines as set out in the Act. Pipe I cel acknowledges that in the event it peopre seems of any data breaphiss, and/or the event it peopre seems of any data breaphiss and/or the event it peopre seems of any data breaphis and the event it peopre seems of any data breaphis and or the event it peopre in the Personal Information must be in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Client by without the Client in accordance with the Act and must be approved by the Client by military and the personal information and the Client in the See Pipe I cel significant in the Act and the Personal Information and the Client in the See Pipe I cel significant in the Act and the Personal Information and th

(a) TP address, browser, small ordern type and other similar details;
(b) tracking website usage and traffic, and (c) the results are equilable to Pipe Ech when Pipel Ech ends an important of the pipel Ech when Pipel Ech ends an important of the pipel Ech ends and information (collectively Personal Information) of view that important on the Ech ends and State wishes to without a window to the Ech ends and later wishes to without a window to sent the Client may manage and control Pipel Ech sprayor control so the Client to the December of the Ech ends of

Common version and use any information about the Client Linding, name, address, D.O.B. occupation, driver's Common version and the control of the Common version and other contact information (where applicable), previous previous credit applications, credit history of any ustice for the purpose of assessing the Client's preditionness, or control of the common version and common version and common version and common version and common version v

(b) disclose information about the Client, whether collected by Pipel earl from the Client directly or obtained by Pipel earl from the Client directly or obtained by Pipel earl or the Client directly or obtained proving control of the Client directly or obtaining a credit reference, debt collection or notifying or obtaining a credit reference, debt collection or notifying a Wheter the Client is an individual the authorities under clause 20.3 are guilhorities or consensat for the purposes of the Privacy Act The Client shall have the client and the control of the Client shall have the client and the control of the Client shall have the client and the control of the Client shall have the client and the control of the Client shall have the client and the control of the Client shall have the client and the control of the Client shall have the client and the control of the client shall have the client and the control of the client shall have the client and the client shall have the client and the client shall have the client shall be control of the client shall have the client shall be control of the client shall be controlled to the client shall be

are authorities or consents for the purposes of the Privacy Act 2020. But shall have the right to request (by e-mail) from the client cache a capy of the Personal Information about the Client retained by Pleatech and the right to request that Pipe lech correct any incorrect Personal Information upon the Client's request (by e-mail) or fit is no longer equired unless it is required in order to fulfil the obligations of this Contract or is required to maintained and/or stored in accordance with the law in the law in the client can be compared to the contract of the cont

Privacy Commissioner at http://www.privacy.org.nz.

Service of Notices
Any written notice given under this Contract shall be deemed to
Any written notice given under this Contract shall be deemed to
(i) by handling the notice to the other party, in person;
(ii) by leaving it at the address of the other party as stated in this
Contract;
(ii) by sending it by registered post to the address of the other
party as stated in this Contract;
(ii) I sett by taxsmite transmission to the fax number of the other
party as stated in this Contract;
(iii) I set by the statement that the contract
(iii) I set by the mail to the other party is last known email address.
Any notice that is posted shall be deemed to have been served,
unless the contrary is shown, at the time when by the ordinary
course of 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 expectly of trustee of any trust (Trust') Contract is acting in the expectly of trustee of any trust (Trust') Client covenants with Tipe Tech as follows:

(a) the Contract extends to all nights of indemnty which the Client (a) the Contract extends to all nights of indemnty which the Client (a) the Contract extends to all nights of indemnty which the Client (a) the Contract extends to all the contract in the

"the Contract extends to all rights of indemnity which the Client your outsequently may have against the Tust and the trust fund", the Client has full and complete power and authority under the Tust to enter into the Contract and the provisions of the Tust of the Contract and the provisions of the Tust of the Contract and the provisions of the Contract of the Contract and the provisions of the Contract of the Contract and the provisions of the Contract that the Contract and the

(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 inechanisms including arbitration or out the responsibility. The parties shall be stated to the control of the dispute. The parties shall be stated to the dispute resolution receives the dispute, the parties shall be free to pursue other dispute resolution avenues. The failure by either party to enforce any provision of these terms nor shall it affect that partys right to subsequently enforce hat provision. If any provision of these terms and conditions shall be invalid. Void. Regal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be these terms and conditions and ny contract to which they apply shall be governed by the laws of New Zeland and gre subject to the pursue of the course of New Propublish New Zeland. When the provision of the course of New Propublish New Zeland and provision of the course of New Propublish New Zeland and provision of the course of New Propublish New Zeland and provision of the Course of New Propublish New Zeland and provision of the Course of New Propublish New Zeland and provision of the Course of New Propublish New Zeland and provision of the Course of New Propublish New Zeland and provision of the Course of New Propublish New Zeland and provision of the Course of New Propublish New Zeland and provision of the Course of New Propublish New Zeland and provision of the Course of New Propublish New Zeland and provision of the Course of New Propublish New Zeland and Provision of New Yeland New Zeland New Z

and or obligations under this Contract without the Client's condent. The Client cannot licence or assign without the written approval of Pipe Jech.

The Client cannot licence or assign without the written approval of Pipe Jech.

The Client cannot licence or assign without the written approval of Pipe Jech.

The Client cannot be releved from any lability or obligation under this understands that they have no authority to give any instruction to any of Pipe Jech.

The Client cannot be releved to the contracts without the authority of Pipe Jech.

The Client cannot be releved to the contracts without the authority of Pipe Jech.

The Geometric Client cannot be releved to the contracts with the Client accepts and conditions for subsequent future contracts with the Client accepts such changes, or otherwise at such time as the Client accepts such changes, or otherwise at such time as the Client accepts such changes, or otherwise at such time as the Client accepts such changes, or otherwise at such time as the Client accepts such changes, or otherwise at such time as the Client accepts such changes, or otherwise at such time as the Client accepts such changes, or otherwise at such time as the Client accepts such changes and the Client accepts and the Cl

I certify that the above information is true and correct. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Pipe Technologies Limited which form part of and are intended to be read in conjunction with this <b>++Name of form++</b> and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.	
SIGNED (CLIENT):	SIGNED (PIPETECH):
Name:	Name:
Position:	Position:
Date:	Date:
ID: Date of Birth: (Driver's Licence, Passport, etc.)	

++ Insert Type of Form e.g. Application for Credit, Quotation, Sales Order & Quote etc