



CREDIT ACCOUNT APPLICATION

Corys Electrical Limited – Head Office
 Level 1, 61 - 63 Normanby Road, Mt Eden 1024
 PO Box 8444, Symonds Street, Auckland 1150
 Phone: 0800267977 opt.1
 www.corys.co.nz

ENTITY DETAILS:

Business' (Applicant's) Full Legal Name:			
Trading Name:			
(Please tick) <input type="checkbox"/> Limited Company (Private) <input type="checkbox"/> Limited Company (Publicly listed) <input type="checkbox"/> Sole Trader			NZBN:
<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Trust <input type="checkbox"/> Other (please state):			Company Number:
Postal Address:			Postal Code:
Physical Address: which is <input type="checkbox"/> owned <input type="checkbox"/> rented /leased			
Phone:	A/H	Mobile:	Fax:
Nature of business:	Years in Current Business:	No of Staff:	Est Monthly spend: \$
Contact Names	Manager:	DDI:	Email:
	Accounts:	DDI:	Email:
Email address for receiving invoices/credits/statements:			

OWNERSHIP & ADVISORS (please insert ALL Beneficial Owner(s) / Partner(s) / Director(s)/ Trustee(s) details in full as applicable – Please use additional sheet of paper if required)

1: Name	Address:	DOB:
Home Phone:	Email:	Mobile:
2: Name	Address:	DOB:
Home Phone:	Email:	Mobile:
3: Name	Address:	DOB:
Home Phone:	Email:	Mobile:

Affiliated or Parent Companies:

Bank	Solicitor:	Accountant:
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DECLARATION

You are applying to us for credit on the terms set out in this application. When you sign below you agree that:

1. You've received, read and understood our Terms.
2. You have the authority and capacity to bind the Applicant.
3. Any information you've given us is true and correct, and you have not withheld anything that we should be aware and could impact our decision to grant the applicant credit.
4. Authorise Corys to undertake credit checks on the Applicant as well as me personally.

Even if we discover one of the statements above is wrong, you agree you are still bound by and must comply with our Terms. However, you'll be responsible for any costs or losses we incur as a result.

SIGNED ON BEHALF OF THE APPLICANT BY

Print Name	Designation (please circle)	Signed	Date
1. Print Name	Director / Owner / Partner / Trustee / Other:	Signed	Date
1. Print Name	Director / Owner / Partner / Trustee / Other:	Signed	Date
1. Print Name	Director / Owner / Partner / Trustee / Other:	Signed	Date

NOTES:

1. If the Customer is a sole trader or partnership all owner(s)/partners should sign the declaration.
2. If the Customer is a company, ALL Directors must sign the declaration.
3. If the Customer is a Trust, all Trustees must sign the declaration.

1. TERMS:

Please read these terms carefully, as they explain how we supply goods and services to you. We must meet all our responsibilities to you under these terms, and you must satisfy all your obligations to us.

Throughout these terms, we use the words "we", "our" or "us" to refer to Corys Electrical Ltd and when we do it should be read to include any associated division, company, agent, employee, or supplier. We use the words, "you" or "your" to mean the buyer of our goods. The term "goods" covers where relevant all goods, equipment and services we supply to you and anything else we do whether that is at a cost or free of charge. When we say 'these terms' we mean these entire terms and conditions in this document, including any guarantee.

2. THESE TERMS ARE OUR ENTIRE AGREEMENT WITH YOU

These Terms form the entire contract between you and us for the goods we supply you. Any changes you want to these Terms must be agreed and signed by us in writing. Unless we agree in writing, no other terms apply to the goods we supply you. This is regardless of anything we imply, say or do, even if there are any terms in any document or thing you send us; for example any order form, purchase order, an invitation to tender, subcontract or head contract conditions.

3. ACCEPTANCE OF THESE TERMS

By ordering or purchasing our goods, you acknowledge that you have read and understand these Terms and agree to be bound by them. You also acknowledge you are the buyer or authorised to accept these Terms on its behalf.

4. QUOTES

Our quote is available for you to accept for 30 days from the date it is dated (or any longer period stated in the quote) or until we withdraw it in writing. Otherwise, our quote is subject to our confirming it is still valid.

5. PRICE

Our prices are stated in New Zealand dollars and based on costs and charges at the date of supply. We may change our prices at any time without telling you so you should check when you order any goods from us for our current prices.

Unless we state something as a fixed price, our price will be increased by any delivery charges, cutting charges, any taxes or duties, GST, or if you are not paying us by cash or direct credit, the method in which you pay us, for instance, credit card charges.

6. CREDIT FACILITIES

If you are a regular customer, you can apply for a credit account with us. We may grant or decline credit to you. If we grant you a credit facility you get extended payment terms with us (usually 20th of the month following the date of invoice) but only to a level we set.

Without impacting our rights against you, we may if we so choose and at any time without reason or notice to you:

- Increase or decrease the amount of credit we supply you;
- Terminate or suspend any credit arrangement we have with you (in which case all amounts you owe us become immediately due).
- Request additional security from you on terms satisfactory to us before proceeding further with any order.

7. BILLING AND PAYMENT TERMS

You must pay for the goods we provide you no matter who uses them. We may require a deposit before we supply any goods to you.

We will give you an invoice for all goods we supply you. Each invoice will tell you the due date for payment, and you must pay us by that date. Please ask us about how you can pay us. Some of our payment methods incur additional charges – for example paying by credit card.

Unless you have been granted a credit account with us, you must pay any amount owed to us before we supply any goods to you. If you have an approved credit account payment is due on the 20th of the month following the date of your outstanding invoices. We can deduct and set off any amount you owe us against any amount we owe you, but you must pay us in full for any goods by their due date even if we owe you.

We can allocate your payments as we see fit. We can rely on the fact all payments from you are valid and are being made to protect your continued business relationship with us. By accepting payment from you, you acknowledge we alter our position by;

- continuing to supply you (regardless of whether you have paid for those goods);
- using the payment for our needs;
- delaying our rights according to the PPSA;
- delaying our rights under these terms if you pay after the due date.

8. PLACING AND FULFILMENT OF ORDERS

We can choose to reject any order you place. You accept that there may be minor variations, within industry standards, between the goods and any samples, illustrations or colour indications we have shown to you. We may, at our discretion, supply similar alternative options, at the agreed cost.

You accept all advice, recommendations, and information in whatever form has been given by us to you gratuitously and without liability. We will not be liable for any loss you incur if you rely on or use any such information.

9. USING THE GOODS FOR YOUR INTENDED USE SAFELY

We do not warrant or represent any goods are suitable for your intended purpose. You agree to use your sole judgement to determine that the goods are appropriate and in a condition fit for the task you plan. We will not be responsible if they are not. Unless we agree in writing, we will not perform any design, design checks, engineering calculations or engineer's inspections, certifications or tests that may be required under the Building Act or otherwise.

You must obtain any necessary permits and comply with all legislation and their regulations or by-laws that you need to install and operate our goods.

You agree that we have provided you with information about how to use the goods safely including offering you any safety equipment required. You should not modify or disable any safety features included in the goods we supply you.

You must ensure someone suitably qualified safely installs, operates and maintains the goods and only for their designed purpose and capacity. You should take care and ensure they do not cause harm to you, others or the environment.

You agree to let us know as soon as possible if you suspect our goods have a design or manufacturing fault that may cause harm to someone or the environment.

10. SUITABLE ACCESS TO YOUR SITE

Each party will support each other to ensure compliance with the Health and Safety at Work Act 2015 including all its regulations and codes of practice by meeting the other's notified and reasonable safety requirements when on the other party's premises or designated worksite.

When accessing each other's premises or worksite, each party agrees to ensure they and any third party agents:

- Comply with any health and safety policy we make you aware of;
- Co-operate with instructions and procedures for maintaining a safe work environment and dealing with onsite emergencies;
- Immediately notify the site supervisor of any hazards, near miss incidents, accidents and take safe steps to mitigate or eliminate those risks;
- Co-operate with any investigations relating to health and safety matters.

If you ask us to enter your site to deliver our goods, carry out our work or for any other purposes you agree to:

- Provide suitable access, information, documents and facilities required by us to suitably complete or coordinate delivery of the goods.
- Provide or obtain all consents or other authorities needed for the work, including approvals from owners, occupiers, and others.
- Provide an explicit instruction if you do not wish our vehicles to enter the site.
- Ensure that where you have agreed to provide materials or to engage other contractors to perform work, all the relevant materials or services are delivered at the time agreed or within a reasonable time so as not to impede the reasonable progress of our delivery or work.
- Notify us of all relevant health and safety requirements and with any site-specific safety requirements including any hazards in the workplace to which we may be exposed to working on your premises. We may refuse to perform work if we are not satisfied that we can perform it safely.
- Assume liability and indemnify us for any damage caused by us due to us delivering the goods or performing the work; for example any damage to footpaths, curbs, drains and any other property.

11. VARIATION OR CANCELLATION OF ORDERS

You may not vary or cancel any order or part of it without our written consent. If we agree to supply a different quantity of the goods, we can choose to charge you either at the rate applicable to the original quantity or the revised quantity.

If you cancel an order, in addition to any other rights we have, we may retain any deposit paid, and you will be liable for all costs or losses (including profit and time) incurred by us as a result of you cancelling any order. We may also choose to charge a re-stocking fee as damages for any cancelled order we accept.

We may at any time and without reason or notice to you cancel without liability, any order or part of an order for goods we have not yet supplied you. Doing so won't impact our claim against you for any amount you owe us.

12. DELIVERY AND RISK OF GOODS

We have no responsibility to deliver our goods to you, but if asked, we may choose to arrange delivery to you provided it is at your cost and risk and without liability to us.

We will select how we deliver the goods. We will try to deliver all your goods at once, but we may supply and deliver your order in more than one instalment, and if we fail to deliver any instalment it does not allow you to cancel the remainder of the order.

We will try to deliver goods by your preferred date but if we don't, we will not be liable for any losses you incur if we are late with delivery. Delivery will be considered complete when we give possession of the goods either to you, to a carrier for delivery to you, or as you have directed. That means you will be responsible for the goods during transit irrespective of whether we agree to deliver or arrange delivery on your behalf. Risk (including insurance responsibility) in the goods will pass to you upon delivery.

If we are ready to deliver the goods to you but you ask us to delay delivering the goods until you are ready, we may or may not choose to do so. If we agree to store the goods, you will be liable for the goods, and we do so without responsibility or liability, irrespective of whether we provide the storage for a fee or free of charge.

13. RECEIPT OF GOODS

You must carefully check all goods upon receipt. Before acknowledging delivery to the carrier, you must ensure that you receive the complete consignment as per the carrier's note. You must check all goods (as detailed on the delivery docket) are correct in name, colour, quantity, size, mix, finish, and free from any fault at the time of delivery. If you do not tell us of any damage, shortage or incorrect order within seven days of receipt, you accept we can rely on the fact that the order is correct and free from any defect or damage.

You must endorse the carriers' delivery docket if there is any shortage or visible damage to the outer packaging of the goods. While we accept no liability for goods damaged or lost in transit, you should tell us details of any claim you have against the carrier. Our liability for any shortages in the number of goods delivered is limited to us making up the missing goods.

14. RETURN OF GOODS

You can only return goods if we agree that the goods are not what you ordered or faulty. Goods specifically imported, procured or manufactured for you can only be returned if we agree in writing.

You must make all requests for the return of goods within seven days of you receiving them. We will not consider any claims submitted after seven days. We are not obliged to accept the return of any goods for credit and can refuse any request to return the goods if we so choose. You must give us the opportunity to investigate and let us inspect the goods within a reasonable time. If you don't, any request for credits will be declined.

When we allow you to return goods for credit, you must deliver the goods (at your expense) intact and in their original condition and packaging to our store from where you purchased them. We can choose to charge a re-stocking fee for any returns we accept.

15. RESOLVING DISPUTES

Please let us know if you are unhappy with our goods or service. We aim to resolve any complaints quickly and equitably.

If you dispute what you owe us or what we supplied you, you must tell us in writing within seven days. We will not accept any claims after seven days. You need to tell us the nature of your dispute (including the value of any goods related to your disagreement).

We will investigate the matter as soon as possible, and you must provide us with reasonable opportunity to examine your claim and inspect the goods. While we investigate, you must pay the undisputed portion of any amount that you owe us. If we think your dispute is valid, we will meet with you to discuss it. If after considering your complaint we continue to disagree with you, we will explain why and give you reasonable time to consider our response and meet your responsibilities including paying any outstanding amounts due

for the disputed portion. If we do not resolve the dispute within 21 days, either party may refer the dispute to adjudication or any matter that is not finally resolved by adjudication to arbitration under the Arbitration Act 1996. For the avoidance of doubt, this clause does not stop either party from either seeking urgent injunctive relief to protect their rights or commencing court action if the matter remains unresolved beyond 21 days.

16. OWNERSHIP OF THE GOODS

Even if we grant you credit and intend for possession and risk of the goods to pass to you, ownership of the goods (and any related sale proceeds) remains with us until you pay all amounts owing to us for any goods we have supplied you. Our security interest created under these terms extends to any product or mass into which our goods are processed or merged and maintains its priority if the goods become part of an accession.

You can in the ordinary course of your business, use the goods or sell them. This authority is immediately revoked if you default in these terms or we notify you that it is. We may choose to register a financing statement on the Personal Property Securities Register (PPSR) to reflect our ownership of the equipment.

Until ownership of the goods pass to you, you agree to hold and deal with the goods (and any sale proceeds) as our agent and agree that:

- You will store and mark the goods and any related sale proceeds in a manner so they will not deteriorate and so that it clear that we retain ownership to the goods (or their sale proceeds);
- You will insure the goods on or before delivery for their full replacement value with our ownership interest noted on the insurance policy.
- You will immediately notify us of any action which aims to affect our rights in the goods.
- You will immediately notify us of any breakdown, damage, destruction, theft or loss of the goods and assist our related enquiries (including filing a Police report).
- If we ask you to do so, you will return the goods to us immediately;
- We can retake, sell or otherwise deal with and/or dispose of all or any part of the goods we supply to you.
- We can, at any time and without the need to give you notice enter any property which we have reason to believe any of the goods we have supplied to you are kept to inspect or retake possession of the goods. We will not be liable for costs or losses suffered by you or anyone else as a result of enforcing this right, and you agree to indemnify us for any liability we suffer as a result.

The value of any goods seized shall be assessed as the lesser of their current market value or the invoice value at the time of sale and may be subject to a restocking fee (see our Return of goods clause in these terms).

17. YOU GRANT US A SECURITY AGREEMENT

In this clause when we say 'PPSA' we mean the Personal Property Securities Act 1999 and its amendments or regulations or by-laws. All words in this clause have the same meaning as defined in the PPSA and any section references refer to the relevant clause in the PPSA.

Upon consenting to these terms or by accepting supply from us, you acknowledge and agree that you grant us a security interest (under our retention of ownership clause) in all goods supplied by us to you (if any). That includes all after-acquired goods supplied by us to you (or for your account) and any sale proceeds generated from our goods. Until you pay us all amounts you owe us for any goods we supply you:

- You cannot add our goods to any other property that is not subject to our security interest.
- You cannot do or fail to do anything to our goods that might adversely affect our security interest
- You will not move the goods out of New Zealand.
- You acknowledge, agree and undertake (as the case may be) to:
- Sign any documents and provide any information that we may reasonably need to register a financing statement or financing change statement on the Personal Properties Securities Register.
- Irrevocably appoint us to be your attorney to do anything which you agree to do under this agreement and anything which the attorney thinks desirable to protect our interest under these terms. You ratify anything that we do related to these actions.
- Not register a change demand without our prior written consent (which we may give or withhold at our absolute discretion)

You must give us at least 14 days prior written notice of any proposed change in your name or contact details. This includes any change in your place of incorporation, address, location, nature of business, ownership, phone number, or business practice.

If we request you to, you agree to pay any costs we incur:

- to register or release any related financing statement or financing change statement on the Personal Property Securities Register;
- to enforce our security interest rights including our legal costs on a full indemnity basis;

To the extent permitted by law, both parties agree to contract out of Sections 114(1)(a) 133, 134 and 148 of the PPSA. You also waive your rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the Act. You also waive your right to receive a verification statement from us.

18. HIRE OR SUPPLY OF EQUIPMENT

Any equipment we supply or hire you, whether for a cost or free of charge remains our property and is supplied subject to these terms.

You must use the equipment safely in the manner intended and comply with all manuals, instructions, and applicable laws.

While our equipment is in your possession, you are liable for the equipment and its physical security. You must keep it fully insured in our name against all risks of every usual description and such other risks as we may request. You cannot attempt to sell, assign, mortgage, sublet, lend, hire, lease or otherwise deal with or part with the possession or control of our equipment (or any part of it) and you must immediately notify us of any action which aims to affect our ownership rights.

You cannot interfere with or modify our equipment, including attempting to deface or erase any identifying mark, plate or number that helps identify the equipment as ours. You will immediately notify us of any breakdown, damage, destruction, theft or loss of our equipment and assist our enquiries in regards to the same (including filing a Police report). If our equipment is damaged and requires repair for reasons which we think are beyond fair wear and tear, you will be liable for the costs of those repairs. If our equipment is lost, stolen or damaged, while it is meant to be in your possession, you will be liable to pay all costs to replace our equipment, with no consideration for the depreciated state our goods were in before that event happening.

If we ask you to do so, you will return the equipment to us immediately.

19. FAILURE TO MEET YOUR OBLIGATIONS TO US

It is important you always comply with our Terms. If you do not, the results can be severe for you. Talk to us if you are having difficulties meeting your responsibilities under these terms to us or any other agreement with us. We may be able to work with you, or give you support and information that could help you get back on track.

When you do not meet your responsibilities to us, you will be in default of these terms of our agreement with you. That includes if you fail to pay us on time or you have anything happen to you that impacts your ability to not perform any other obligation under these terms, or if you: Examples include if you:

- Don't pay us on time
- Are unable to pay your debts as they fall due.
- Suffer what we consider a material adverse change in your financial position or stability.
- Act in any way which we believe is detrimental to us, our rights under these terms or our goods.
- Tell someone that you intend to cease trading.
- Propose a meeting of creditors scheme of arrangement or composition for the benefit of creditors.
- Take steps (or have steps taken by someone else) to have a receiver, liquidator, voluntary administrator or other statutory manager appointed.
- Are convicted of a criminal offence.
- Have anything happen that causes us to consider that Our goods are "at risk" within the meaning of section 109 of the PPSA.
- Have all or most of your assets acquired by another entity.
- Lose effective control of your business.
- Indicate that you no longer intend to comply with your obligations under these terms.

If you do not pay our charges or meet any responsibilities you have to us your right to possession of any goods which you have not yet paid for your right to sell or otherwise dispose of them will immediately end (until you pay us all amounts you owe us), and all amounts you owe us must be paid to us immediately (even if their original due date has not arrived yet). We may also at any time enforce any of our rights without telling you, such as:

- Withhold, restrict, suspend or fully stop supplying goods to you.
- Immediately suspend or terminate any credit facilities and agreements we have with you.
- Ask for additional security to ensure you continue to meet your responsibilities to us.
- Charge you interest on the amount owing at the rate of 5.0% accrued and compounding daily and/or a late payment charge (which reflects the costs to us of recovering money owed to us). Billing you these charges does not extend your due date for payment.
- Disallow any discounts we previously offered you or withhold or refuse any warranty service due to you.
- Come and take our goods back or use our rights under any security agreement you've given us.
- Appoint a receiver in respect of our goods or their sale proceeds.
- Write to anyone who guaranteed your responsibilities to us asking them to pay some or all the amounts you owe us.
- Take action against you or any guarantor to recover any amount you owe us, for example, court proceedings.
- Enforce any of our rights against you.
- Seek damages for any loss we incur.

You are liable and will indemnify us for all costs and losses we incur because of your default to us. That means being liable to pay the full cost of any expenses or losses we incur when we enforce or attempt to enforce any of our legal rights against you. Examples include any attempts by us to collect any money you owe us and any debt recovery commissions or legal fees we incur or are about to incur as part of our recovery process. However, it may also mean any other losses or damages we incur as a result of you breaching your responsibilities; for example any interest, penalties, loss of profits, damages or other sums paid or payable to us or anyone else.

20. WARRANTIES AND MAINTENANCE

If we have not manufactured the goods we supply you, we will, if we can, make the benefit of any manufacturer's warranty available to you. However, apart from that and except for any warranties specifically set out in these Terms, we exclude, to the extent permitted by law, all warranties or representations which may be implied to form part of our responsibilities to you.

You will notify us promptly of any defects discovered in our workmanship or materials. We will remedy any defective workmanship and at our sole discretion repair or replace any faulty material reported to us in writing within 45 days of delivering the goods to you (or longer if agreed or stated in our quote). This warranty is in addition to any rights you may have as a consumer under the Consumer Guarantees Act 1993.

21. YOUR LIABILITY TO US

You accept liability to us for any breach of contract or negligence. In addition to your liability to us under these terms, you are also liable to us and agree to indemnify us

- for all losses if you have acted fraudulently, whether alone or together with someone else; or
- where any act or omission of yours has contributed to causing us a loss; or
- against any liability that we may incur as a result of your act or omission, arising out of us supplying our goods to you.

You may be liable for any loss we suffer from fulfilling illegal orders fraudulently made on what appear to be on your behalf; but only if you have contributed to or caused that loss. Examples include if you disclose your credit account details to a third party and let them imply that they have authority to use your account or if you do not let us know in writing that someone who used to have authority to order on your behalf, no longer does.

The extent of your liability to us will be the full cost of any obligation or loss we incur because of your default in your obligations to us or your fraud, gross negligence, wilful breach or intentional damage, including but not limited to. This means being liable to pay the full cost of any expenses or losses we incur. Examples include when our costs of enforcing or attempt to enforce any of our legal rights against you, such as any attempts by us to collect any money you owe us and any debt recovery commissions or legal fees we incur or are about to bear as part of our recovery process, any. However, it may also mean any other losses or damages we incur as a result of you breaching your responsibilities; for example any interest, penalties, loss of profits, damages or other sums paid or payable by us as a result of your default or anyone else.

However provided you have complied with these terms, you will not be liable for any loss caused by us, for example

- Through our agent's or employee's breach of contract or negligent or fraudulent acts or omissions but only to the extent of our contribution.
- Faults in our goods, unless such defects are evident, or you have been advised not to use them; or
- Any other unauthorised transactions where it is clear that you could not have contributed to the loss provided that you can prove such impossibility to our satisfaction.

22. OUR LIABILITY TO YOU

You must notify us of any claim within 12 months of you becoming aware of it. If you suffer any loss because of our goods, you agree to take reasonable steps to avoid or minimise your loss. You agree we will not be liable for your loss to the extent if you fail to take those reasonable measures.

Provided you comply with these terms, we accept our liability to you for any direct loss caused by:

- Our agent's or employee's breach of contract, negligence, fraudulent act or omission but only to the extent of our contribution; or
- Faults in our goods, unless such defects are evident, or you have been advised not to use them, or
- To the extent they apply to you, our breach of consumer protection laws such as the Consumer Guarantees Act 1993 and the Fair Trading Act 1986.

however, except as required by applicable law, that liability will end no later than the expiry of any warranty period or 12 months from the date of purchase, whichever is sooner.

If we are ever liable to you for any reason, our total combined liability to you and anyone else who uses any goods we provide you will be the lesser of:

- making good the replacement or repair of defects arising under normal proper use and maintenance arising solely from faulty design, materials, or workmanship within the warranty period, if stated, or otherwise within 12 months of the date of supply; or
- the value of the goods or service which are the subject of the claim; or
- \$2,000 for all events or series of events within a 12 month period; or
- your actual loss incurred.

So we are clear, that means even if you tell us, or we become aware of the possibility that any damage or loss has or may occur, we are not liable to you for

- any direct loss to the extent that you cause it (for example, through your breach of contract or negligence) or beyond our reasonable control; or
- Any loss incurred by you from any misuse, accident, neglect or improper operation, maintenance, installation, modification or adjustment of our goods; or
- any loss, damages, cost or claim arising from your reliance on or use of any information we supply; or
- any special, indirect or consequential loss, damages or injury. That may include any loss of any actual or anticipated profits, revenue, goodwill, business or savings.

To the extent they apply to you, these limitations do not limit any rights you may have under any consumer protection laws such as the Consumer Guarantees Act 1993 or Fair Trading Act 1986.

23. CONSUMER PROTECTION LEGISLATION

If you are a consumer, it is important that you understand that we have obligations, and you have rights under certain legislation designed to protect consumers. This includes the Consumer Guarantees Act 1993 and Fair Trading Act 1986. You can find more information about your rights at www.consumeraffairs.co.nz. To the extent they apply to you, we agree that these terms do not impact those rights and must be read in conjunction with these terms. However, if you acquire our goods for a business purpose, (as defined in the Consumer Guarantees Act 1993), you agree the Consumer Guarantees Act 1993 and Fair Trading Act 1986 do not apply to any goods we supply you.

24. WE CAN ASK FOR EXTRA SECURITY

We may at any time, if we think it is necessary to do so, ask you for additional security, bond or guarantee. Examples may include if we decide:

- We cannot rely on any security you have already given us, or
- you ask for an increase in your credit terms with us, or
- we need it to satisfy us that you will be able to pay our charges and meet your other obligations under these terms.

If we've asked you to, you must do everything reasonable to provide the security within the time frame we set. We'll act fairly and reasonably and will give you a reasonable time to meet our request. If you do not comply with our request, you will be deemed in default of your responsibilities under these terms.

You agree that if you do not comply with your obligations under these terms, we can protect our rights to any money owed by you to us, by acting as your attorney to complete and register a mortgage (on the most current Auckland District Law Society all money memorandum of mortgage) against your interest in any property you own. We shall also have the right if we so choose to place a caveat on any such property to protect our interest under this clause. You agree to do all acts required for us to register and protect our interest and any security, and if you fail to do so within 3 working days of our request, you irrevocably appoint us as your attorney for that purpose.

25. WE'LL HOLD ANY SECURITY YOU GIVE UNTIL WE AGREE TO RELEASE IT

We'll continue to hold any security we have protecting your obligations to us until we agree in writing to release it. That means the security will not be affected or discharged even if:

- your obligations to us have been fully paid, satisfied or performed, or
- we release, abandon or waive any rights we have against you; or
- We release any other party from partial or total liability; or
- we do or don't do something under these terms that imply we may release the security, for example, terminating our supply to you or our agreement with you, granting you credit or more credit or allowing you additional time to meet your obligations to us.

26. WE CAN COLLECT HOLD AND USE INFORMATION ABOUT YOU

You agree we can collect, hold and, use information about you that we think we need to help us manage our relationship with you and any guarantor of your obligations. That includes any of your guarantors, beneficial owners and directors. If we can, we will get the information from you direct, but we may also obtain information from others.

Subject to your responsibilities in these terms, you can choose not to supply certain information or opt out of our communications, but that may impact how we treat you and means we may not be able to supply goods to you. Providing your information enables us, and our approved agents and service providers to:

- supply our goods to you;
- help us maintain your trading relationship with us;
- assess whether we should grant or continue to give you credit or accept you as a guarantor for credit we intend to supply;
- meet legal requirements or help maintain the law;
- gather and exchange information with other credit reporters, debt collector or other credit providers as to the performance of your responsibilities to us;
- send you bills and recover any money you owe us;
- keep you informed of services available to you from other people and us;
- protect our rights or property and enforce our rights including under these terms or any personal guarantee.

27. SHARING YOUR INFORMATION

You agree that we can also share your information with anyone we deem appropriate for these purposes including:

- our related companies (including those outside New Zealand),

- our agents or service providers (such as transport and storage providers, marketing and communications providers, information technology providers, legal advisers and credit reporting and debt collection agencies); or
- somebody who has given us security as reassurance that you will meet your obligations to us; or
- any other parties who supply you credit.

28. YOU HAVE THE RIGHT TO SEE WHAT INFORMATION WE HOLD ABOUT YOU

You may ask to see what personal information we hold about you and ask for any details that are wrong to be corrected. Unless we have a lawful reason for withholding this information, we will provide it to you. To request access to your personal data, please email accounts.receivable@corys.co.nz. You should refer to the Privacy Act 1993 in respect of such requests.

29. CHANGES TO THESE TERMS AND HOW WE WILL TELL YOU

We may amend these Terms from time to time. We may do this by changing or removing existing terms or by adding new ones. Please ask us at any stage for a free copy of our current terms. A copy of our current Terms will be available on our website.

We'll give you at least one month's notice before any changes take effect and we will tell you about any changes by displaying the change on our website, or writing to you, or emailing you. If we change any Terms, any subsequent order or purchase made by you indicates acceptance of the changes.

30. CONFIDENTIAL INFORMATION

You must keep confidential any information you receive from us which you would expect to be confidential or commercially sensitive. This not only includes information and pricing about our goods but also how we carry on business and do things. You can only disclose confidential or commercially sensitive information if the law requires you, or if we agree you can in writing.

31. INTELLECTUAL PROPERTY

Our suppliers or we may have intellectual property rights in any goods or equipment we supply to you or about how we operate. These rights include all copyright, trademark and design rights and how we carry on business and do things. We retain those rights when we supply our goods or equipment to you, and you can only use them for the purpose for which they were supplied. You agree not to do anything that will endanger or disrupt either our rights or our suppliers' rights.

32. CHANGE TO YOUR LEGAL STRUCTURE OR YOUR AGENT'S AUTHORITY TO BUY ON YOUR BEHALF

You must tell us in writing of any change in your legal structure or ownership. You must also tell us if somebody you previously authorised to buy our goods on your behalf is no longer allowed to. Until you do, you will be liable for any purchases they make regardless of what we may have said or do unless of course we give you a written release saying otherwise.

33. ASSIGNMENT

You may not transfer your responsibilities under these terms to anyone else unless you get our prior written approval. We may assign and have someone else perform our side of any agreement you have with us. We will tell you if we do this.

34. EVENTS BEYOND OUR CONTROL (FORCE MAJEURE)

We always try to perform our obligations to you responsibly. However, we are not liable to you for any loss or delay caused by events beyond our control. That includes an act of God or nature, act of state, riot armed conflict, labour dispute, civil commotion, intervention of a government, sanctions, boycott, embargo or any other circumstance beyond our reasonable control,

If we cannot perform our obligations due to an event beyond our control, we will try to tell you what obligations we cannot meet, why and for how long. You will not be required to pay for any goods not provided by us due to the circumstances contemplated by this clause.

35. ERRORS OR OMISSIONS

Any errors or omissions in any quote, invoice, letter or notice are subject to correction by us.

36. SEVERABILITY

Each term of every agreement you have with us is separately binding. If either party cannot rely on any term for any reason, either party can remove it from these terms but only to the extent it is unlawful and unenforceable, and all other terms remain binding and in full force.

37. NO WAIVER

We do not have to use our rights under these terms straight away. We can use our rights in different ways at different times, and if we chose not to take action immediately, nothing prevents us from still using those rights later, unless of course we have agreed not to do so in writing.

38. NEW ZEALAND LAW APPLIES

New Zealand law governs these terms.

39. SENDING NOTICES

If you need to contact us for any reason relating to these terms, you should visit our store, or email us at accounts.receivable@corys.co.nz. You agree we can choose how we give you that information. We may:

- email you
- post something to you
- text you
- phone you

We will use your last known contact details we have. We can assume any bill or notice we send by post has been delivered three days after we post it and if sent electronically has been received by you on the date, it was sent. Please tell us if you change your address or other contact details. You also agree that all agreements, notices, disclosures and other communications that we provide you electronically satisfy any legal requirement that such communication is in writing.

40. ENDING OUR AGREEMENT BETWEEN US

If you want to end your entire agreement with us, please contact us. Our agreement with you will end once you meet all your outstanding obligations to us. We may end the whole agreement at any time if you do not:

- pay our invoices by the agreed due date for payment, or
- meet your other responsibilities to us.

We may end the agreement for any other reason by giving you at least 30 days notice.

41. RIGHTS AND RESPONSIBILITIES THAT CONTINUE

If our agreement ends, we will stop providing our goods to you, but it does not affect any rights and responsibilities which are intended to continue or come into force afterwards

GUARANTEE AND INDEMNITY

IN CONSIDERATION of Corys Electrical Ltd ("Corys") supplying and continuing to supply goods to _____ (the Customer)

I / WE JOINTLY AND SEVERALLY:

1. **GUARANTEE** the payment on demand to Corys of all moneys now owing to Corys by the Customer and all further sums of money from time to time owing to Corys by the Customer in respect of goods and services supplied or to be supplied by Corys to the Customer or any other liability of the Customer to Corys.
2. **HOLD HARMLESS AND INDEMNIFY** Corys on demand, as a separate obligation, against any liability (including but not limited to damages, costs, losses, debt collection and legal fees) incurred by or assessed against Corys in connection with:
 - the supply of goods or services to the Customer; or
 - the recovery of money owing to Corys by the Customer including the enforcement of this guarantee; or
 - money paid by Corys with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Corys, the Customer, and a third party, or any combination thereof, over the supply of goods or services by Corys to the Customer.
3. **ACKNOWLEDGE** this Guarantee and Indemnity:
 - (a) shall constitute an unconditional and continuing guarantee and indemnity and accordingly shall be irrevocable and remain in full force and effect and not be satisfied or discharged by the Customer's account at any time or times coming into nil or credit balance until the whole of moneys owing to Corys by the Customer and all obligations herein have been fully paid, satisfied and performed and Corys has agreed in writing to release you from this document.
 - (b) shall bind me/us and my/our personal representatives as a principal debtor and liable to Corys accordingly without affecting the Customer's obligations to Corys.
 - (c) is in addition to and not in substitution for any other guarantee or security or other rights which Corys may presently have or may subsequently acquire and this Guarantee may be enforced without having recourse to any such guarantees, securities or rights and without making demand or taking proceedings against the Customer.
4. **FURTHER ACKNOWLEDGE** that the liability under this Guarantee and Indemnity of any guarantor shall not be impaired, released, prejudiced or limited by:
 - (a) Corys' day to day operation of the Customer's credit account (including termination of supply), granting of credit, extension of further credit, granting of time, waiver, indulgence, neglect to sue or release from partial or total liability, or any other thing whereby the guarantor(s) would have been released had the guarantor(s) been merely a surety, on Corys' part whether in respect of the Customer or any one or more of any other guarantor(s) or otherwise;
 - (b) a failure by any named guarantor to properly execute this deed; and/or
 - (c) any assignment or transfer of this Guarantee and Indemnity or the terms of any agreement between the Customer and Corys.
5. Agree that as security for the amount owing to us (by the Customer or by you as guarantor) from time to time, in consideration of amongst other things the forbearance to sue immediately for any debt, you hereby agree to grant a registered mortgage over all present and after-acquired land in New Zealand in which you have an interest in on the most current Auckland District Law Society all moneys memorandum of mortgage (as updated from time to time) and acknowledge that we may lodge a caveat over all such land pending registration of the mortgage.
6. Grant an irrevocable power of attorney to us to execute such documents as may be required to perfect and register this interest and agree to provide such assistance as may reasonably be required by us.
7. Understand that where I am / we are an individual, that this information is being collected in accordance with the Privacy Act 1993 and that I/we have rights of access to and correction of personal information held by Corys. I/we agree and authorise Corys to obtain or divulge any information about you (including adverse information) from or to any third party (including credit reporting and debt collection agencies) in the course of its business activities including but not limited to:
 - considering my/our credit worthiness and the operation of the account by Corys;
 - assisting Corys to meet my/our credit obligations including tracing my/our whereabouts;
 - notifying other credit providers, reporters or debt collection agencies of any information relating to the subsequent operation of this account including any default by me/us; & marketing of future goods and services.
8. Expressly acknowledge that the terms of this agreement and Corys' terms and conditions of supply to the customer have been read, understood and accepted without reservation.
9. Unless otherwise expressly agreed in writing by Corys, these terms and conditions express the entire understanding and agreement between me and Corys; and
10. Before you sign the Personal Guarantee Corys suggest you seek independent legal advice. We acknowledge that Corys have advised me to seek independent legal advice in respect of my obligations under this Personal Guarantee & Indemnity and have given me the opportunity to do so. I have either done so or elected not to before signing the Personal Guarantee.

BY SIGNING THIS APPLICATION YOU ARE ALSO PERSONALLY GUARANTEEING THE APPLICANT'S OBLIGATIONS WITH CORYS. YOU SHOULD READ YOUR PERSONAL OBLIGATIONS UNDER OUR TERMS OF TRADE AND SEEK INDEPENDENT LEGAL ADVICE.

GUARANTOR 1 Signed:	Full Name:	
Present Address:	DOB: / /	Drivers Licence Number:
SIGNATURE OF WITNESS Signed:	Name of Witness:	
Present Address:	Occupation:	

EXECUTED as a deed this day of 20

GUARANTOR 2 Signed:	Full Name:	
Present Address:	DOB: / /	Drivers Licence Number:
SIGNATURE OF WITNESS Signed:	Name of Witness:	
Present Address:	Occupation:	

EXECUTED as a deed this day of 20

NOTES:

- (a) If the Customer is a company ALL Directors must sign the personal guarantee.
- (b) If the Customer is a sole trader or partnership all owner(s)/partners should sign the personal guarantee.
- (c) If the Customer is a Trust, all Trustees must sign the personal guarantee.
- (d) If the Customer is a club or incorporated society, the guarantors should be the president and secretary or the president or secretary and another committee member