

CREDIT ACCOUNT APPLICATION

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer's Details: Individual Sole Trader Trust Partnership Company Other:

Full or Legal Name: _____

Trading Name: _____

Nature Of Business: _____

Physical Address: _____ Postcode: _____

Previous Address: _____ Postcode: _____

Billing Address: _____ Postcode: _____

Billing Email: _____ Phone No: _____ Mobile No: _____

Solicitors Firm: _____ Partner: _____ Phone No: _____

Accountants Firm: _____ Partner: _____ Phone No: _____

Personal Details: (To be completed by individual applicants, if more than one, please attach a separate sheet)

First Name: _____ Last Name: _____ D.O.B. _____

Driver's Licence No: _____ Phone No: _____ Mobile No: _____

Private Address: _____ Postcode: _____

Business Details: (To be completed by Sole Traders, Trust, Partnerships, Companies or Other – as specified)

Company Number: _____ Paid Up Capital: \$ _____ Date Incorp. (current owners): _____

Estimated Annual Purchases: \$ _____ GST No: (if applicable) _____

Maximum Credit Requested: \$ _____ If over \$10,000, are annual accounts available? Yes No

Business Premises: Owned Rented Mortgaged (to whom): _____

Directors / Owners / Trustee (if more than two, please attach a separate sheet)

(1) Full Name: _____ D.O.B. _____

Private Address: _____ Postcode: _____

Driver's Licence No: _____ Phone No: _____ Mobile No: _____

(2) Full Name: _____ D.O.B. _____

Private Address: _____ Postcode: _____

Driver's Licence No: _____ Phone No: _____ Mobile No: _____

Driver's Licence No: _____ Phone No: _____ Mobile No: _____

Privacy Officer Contact Name:

Email: _____ Ph No: _____

Account Terms: 7 Days 20 Days COD Other:

Purchase Order Required? YES NO Accounts to be emailed? YES NO

Purchasing Contact: _____

Purchasing Email: _____ Phone No: _____

Bank and Branch: _____ Account No: _____

Trade References: (please provide companies that are willing to do trade references)

Name: _____ Location: _____ Phone / Email: _____ Average Monthly Spend _____

I certify that the above information is true and correct and that I accept the supply of credit by Insinc Products Limited (IPL). I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Insinc Products Limited which form part of, and are intended to be read in conjunction with this Credit Application Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein

SIGNED (CUSTOMER): _____ **SIGNED (IPL):** _____

Name: _____ Name: _____

Position: _____ Position: _____

Date: _____ Date: _____

- Definitions**
 - Contract means the terms and conditions contained herein, together with any Price, order, invoice or other document or amendments expressed to be supplemental to this Contract.
 - “IPL” means Insinc Products Limited (or its authorised reseller or the “Vendor”), its successors and assigns or any person acting on behalf of and with the authority of Insinc Products Limited.
 - “Customer” means the person, entities or any person acting on behalf of and with the authority of the Customer requesting IPL to provide the Goods as specified in any proposal, price, order, invoice or other documentation, and:
 - if there is more than one Customer, is a reference to each Customer jointly and severally; and
 - if the Customer is a partnership, it shall bind each partner jointly and severally; and
 - if the Customer is a company, it shall bind each director, officer, partner, agent, trustee, or other person who includes the Customer’s executives, administrators, successors and permitted assigns.
 - “Goods” means all Goods, or Services, supplied by IPL to the Customer supplied by IPL to the Customer at the Customer’s request from time to time (where the context so permits the terms “Goods” or “Services” shall be interchangeable for the other).
 - “Cookies” means small files which are stored on a user’s electronic device. They are designed to hold a modest amount of data (including PII) specific to a particular Customer and website and can be accessed either by the web server or the Customer’s electronic device. If the Customer does not wish to allow Cookies to operate in the background when entering from the website, then the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable the website, prior to ordering Goods via the website.
 - “Price” means the Price payable (plus any Goods and Services Tax (“GST”) where applicable) for the Goods as agreed between IPL and the Customer in accordance with clause 6 below.

- Acceptance**
 - The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of any Goods.
 - In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or agreement, the terms and conditions of this Contract shall prevail.
 - Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
 - The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a Customer Information Form with IPL and it has been approved with a credit limit established for the account, if required.
 - In the event that the supply of Goods request exceeds the Customer’s credit limit and/or the account exceeds the payment terms, IPL reserves the right to refuse acceptance for new orders or refuse delivery of the Goods.
 - Where IPL is required to supply Goods on credit, the Customer shall be deemed to have accepted the terms of this Contract and the Customer shall be responsible for the payment of any monies payable to the insurance company and agrees to honour their obligation for payment for such transactions invoiced by IPL and shall ensure payment is made by the due date irrespective of whether the insurance claim is successful.
 - Where IPL gives any advice, recommendation, information, assistance or service provided by IPL in relation to Goods supplied is given in good faith and is based on IPL’s own knowledge and experience and shall be accepted without liability on the part of IPL.
 - Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22B of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations thereunder.
 - In the event that IPL is required to provide the Goods urgently, that may result in IPL to work outside normal business hours (including, but not limited to working through lunch breaks, weekends and/or Public Holidays) or incur travel or accommodation costs, then, IPL reserves the right to charge the Customer the additional costs unless otherwise agreed between IPL and the Customer.
 - The supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, IPL reserves the right to substitute comparable Goods (or components of the Goods) and vary the Price as per clause 6.2. In such cases IPL will notify the Customer in advance of any such substitution, and also reserves the right to place the Customer’s order on hold or to cancel the order, as per clause 7 until such time as IPL and the Customer agree to such changes.

- Errors and Omissions**
 - The Customer acknowledges and accepts that IPL shall, without prejudice, accept no liability in respect of any alleged or actual error and/or omission(s):
 - resulting from an inadvertent mistake made by IPL in the formation and/or administration of this Contract; and/or
 - omitted/included from any literature (hard copy and/or electronic) supplied by IPL in respect of the Goods.
 - In the event such an error and/or omission occurs in accordance with clause 3.1, it is not attributable to the negligence and/or willful misconduct of IPL, the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.
 - Clerical errors or omissions, whether in computation or otherwise in the quotation, acknowledgement or invoice shall be subject to correction.
- Authorised Representatives**
 - The Customer acknowledges that IPL shall (for the duration of the Goods) liaise directly with one (1) authorised representative, and that once introduced as such to IPL, that person shall have full authority of the Customer to order any Goods, and/or to request any variations to the Customer’s behalf. The Customer accepts that they will be solely liable to IPL for all additional costs incurred by IPL (including IPL’s profit margin) in providing any Goods, or variations requested thereby by the Customer’s duly authorised representative.
 - The Customer’s duly authorised representative as per clause 4.1 is to have only limited authority to act on the Customer’s behalf, then the Customer must specifically and clearly advise IPL in writing of the parameters of the limited authority granted to their representative.
 - The Customer specifically acknowledges and accepts that they will be solely liable to IPL for all additional costs incurred by IPL (including IPL’s profit margin) in providing any Goods, or variations requested by the Customer’s duly authorised representative (subject always to the limitations imposed under clause 4.2 (if any)).

- Change in Control**
 - The Customer shall give IPL not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer’s details (including but not limited to, changes in the Customer’s name, address, contact details, contact details, change of trustees, or business practices). The Customer shall be liable for any loss incurred by IPL as a result of the Customer’s failure to comply with this clause.

- Price and Payment**
 - AIPL’s sole discretion the Price shall be either:
 - as indicated on invoices provided by IPL to the Customer in respect of Goods performed or Goods supplied; or
 - IPL’s quoted Price (subject to clause 6.2) which shall be binding upon IPL, provided that the Customer shall accept IPL’s Price in writing within thirty (30) days unless specifically quoted otherwise, with the quotation.
 - IPL reserves the right to change the Price:
 - if a variation to the Goods which are to be supplied is requested; or
 - if a variation to the Goods originally scheduled is requested; or
 - in the event of increases to IPL in the cost of labour or materials (including but, not limited, to any variation as a result of fluctuations in currency exchange rates or increases in IPL in the cost of wages, levies, freight or insurance charges, or delays in shipment, wholesale supply rates etc) which are beyond IPL’s control.
 - Variations will be charged for on the basis of IPL’s Price, and will be detailed in writing, and shown as variations on IPL’s invoice. The Customer shall be required to respond to any variation submitted by IPL within ten (10) working days. Failure to do so will entitle IPL, to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
 - Time for payment for the Goods being of the essence, the Price to be payable by the Customer on the date’s determined by IPL, which may be:
 - on delivery of the Goods; or
 - on the date specified on any invoice or other form as being the date for payment; or
 - for certain approved Customers, due twenty (20) days following the end of the month in which an invoice is sent to the Customer’s address or address for notices; or
 - immediately payable at the time the Customer places an order for any non-stock list item or bespoke Goods that IPL have to pay to any third party supplier.
 - Payment may be made by electronic-line banking, EFTPOS, Google Pay, Apple Pay, credit card (a surcharge per transaction may apply) or by any other method as agreed to between the Customer and IPL.
 - IPL may in its discretion allocate any payment received from the Customer towards any invoice that IPL determines may be due to it at the time of payment or any other invoice that IPL determines may be due to it at the time of payment. Any payments previously received are allocated. In the absence of any payment allocation by IPL, payment will be deemed to be allocated in such manner as preserves the maximum value of IPL’s Purchase Money Security Interest (as defined in the PPSA) in the Goods.
 - The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by or on behalf of IPL, or to withhold payment of an invoice because part of that invoice is in dispute.
 - Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to IPL an amount equal to any GST IPL must pay for any supply by IPL under this or any other agreement for sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

- Delivery of the Goods**
 - AIPL’s sole discretion, delivery of the Goods shall take place when the Goods are supplied to the Customer at the Customer’s nominated address, even if the Customer is not present at the address or when the Customer or the Customer’s nominated carrier takes possession of the Goods at IPL’s address.
 - AIPL’s sole discretion the cost of delivery is added to the cost of the Goods.
 - Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this Contract.
 - IPL may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
 - Any time specified by IPL for delivery of the Goods is an estimate only and IPL will not be liable for any loss or damage incurred by the Customer as a result of delivery being delayed for any reason. However, both parties agree that they shall make every endeavour to enable the Goods to be supplied at the time and place as was arranged between both parties. In the event that IPL is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then IPL shall be entitled to charge a reasonable fee for re-supplying the Goods at a later time and date, and/or for storage of the Goods.
- Dimensions, Plans and Specifications**
 - IPL shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, IPL accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
 - Where the Customer is to supply IPL, with any design specifications the Customer shall be responsible for providing accurate data. IPL shall not be liable for any errors in the Goods that are caused by incorrect or inaccurate data being supplied by the Customer.
 - In the event the Customer gives information relating to measurements and quantities of Goods required in completing the Goods, it is the Customer’s responsibility to verify the accuracy of the measurements and quantities, before the Customer or IPL places an order based on these measurements and quantities. IPL accepts no responsibility for any loss, damages, or costs however resulting from the Customer’s failure to comply with this clause.
- Risk**
 - If IPL retains ownership of the Goods under clause 13 then where IPL is supplying Goods only, all risk for the Goods shall immediately pass to the Customer on delivery and the Customer must insure the Goods on or before delivery. Delivery of the Goods shall be deemed to have taken place immediately at the time that the Goods are delivered by IPL or IPL’s nominated carrier at the Customer’s nominated delivery address (even if the Customer is not present at the address).
 - Notwithstanding the provisions of clause 9.1 if the Customer specifically requests (even if the Customer is not present at the address) for collection or to deliver the Goods to an unattended location then such Goods shall always be left at sole risk of the Customer and it shall be the Customer’s responsibility to ensure the Goods are insured adequately or at all. In the event that such Goods are lost, damaged or destroyed then replacement of the Goods shall be at the Customer’s expense.
 - Extreme instances of weather, temperature or forecast weather, may cause delay to IPL being able to deliver the Goods. IPL accepts no losses, damages or costs as a result of this instance.
 - The Customer acknowledges that Goods supplied may exhibit variations in texture, shade, tone, colour, surface, finish and may fade or change colour over time. Whilst the Customer is advised to match batches of products supplied to minimise such variations, IPL will not be held liable in any way whatsoever, should such variations occur.
 - The Customer acknowledges that all descriptive specifications, illustrations, dimensions and weights stated in IPL’s or the manufacturer’s fact sheets, price lists or advertising material are approximate only and are given by way of

identification only. The Customer shall not be entitled to rely on such information, and any use does not constitute a sale by description and does not form part of the contract, unless expressly stated as such in writing by IPL.

- On-line Ordering and agrees that:**
 - IPL does not guarantee the website’s performance; and
 - display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website shall be subject to confirmation of acceptance by IPL; and
 - on-line ordering may be available from time to time for regularly scheduled maintenance and/or upgrades; and
 - there are inherent hazards in electronic distribution, and as such IPL cannot warrant against delays or errors in transmitting data between the Customer and IPL including orders, and you agree that to the maximum extent permitted by law, IPL will not be liable for any losses which the Customer suffers as a result of online ordering not being available or for delays or errors in transmitting orders; and
 - when making a transaction through the website, the Customer’s information will pass through a secure server using SSL (secure sockets layer) encryption technology. The encryption process ensures that the Customer’s information cannot be used or altered by outside influences; and
 - if the Customer is not the cardholder for any credit card being used to pay for the Goods, IPL shall be entitled to reasonably assume that the Customer has received permission from the cardholder for use of the credit card for the transaction.
- IPL reserves the right to terminate the Customer’s order if it learns that you have provided false or misleading information, interfered with other users or the administration of IPL’s business, or violated these terms and conditions.

- Insurance and Liability**
 - IPL shall have public liability insurance of at least two (2) million dollars, it is the Customer’s responsibility to ensure that they are similarly insured.
 - In the event of any breach of this contract by IPL, the remedies of the Customer shall be limited to damages. Under no circumstance shall the liability of IPL exceed the cost of Goods supplied.
 - Where IPL provides the Goods in good faith and to the best of its ability, IPL is not liable for any costs, damages or loss suffered by the Customer as a result of omissions or inaccuracies in the information provided. The Customer accepts IPL’s Services on the basis that to the maximum extent permitted by law, any liability of IPL for the Services provided under the contract is hereby excluded. This is regardless of whether such liability arises in contract, tort (including negligence), consequential loss, equity, breach of statutory duty or otherwise.

- Compliance With Laws**
 - The Customer and IPL shall comply with the provisions of all statutes, regulations and bylaws of government, local and other applicable laws that may be applicable to the Goods including any relating to Workplace health and safety laws or any other relevant safety standards or legislation pertaining to the Goods.
 - Notwithstanding clause 12.1 and pursuant to the Health & Safety at Work Act 2015 (the “HSW Act”) IPL 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 control of the Workplace or where they may be acting as a sub-contractor for the Customer who has engaged a third party named IPL.

- Title**
 - IPL and the Customer agree that ownership of the Goods shall not pass until:
 - the Customer has paid IPL all amounts owing to IPL; and
 - the Customer has met all of its other obligations to IPL.
 - Receipt by IPL of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
 - It is further agreed that:
 - until ownership of the Goods passes to the Customer in accordance with clause 13.1 that the Customer is only a bailee of the Goods and unless the Goods have become fixtures must return the Goods to IPL on request; and
 - the Customer holds the benefit of the Customer’s insurance of the Goods on trust for IPL and must pay to IPL the cost of any insurance of the Goods in transit whether or not delivery has occurred; and
 - the production of these terms and conditions by IPL shall be sufficient evidence of IPL’s rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with IPL to make further enquiries; and
 - the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for IPL and must pay or deliver the proceeds to IPL on demand; and
 - the Customer should not convert or process the Goods or interfere with them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of IPL and must sell, dispose of or return the resulting product to IPL as to its direct; and
 - unless the Goods have become fixtures the Customer irrevocably authorises IPL to enter premises where IPL believes the Goods are kept and recover possession of the Goods; and
 - IPL may recover possession of any Goods in transit whether or not delivery has occurred; and
 - the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of IPL; and
 - IPL may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

- Personal Property Securities Act 1999 (“PPSA”)**
 - Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
 - these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - a security interest is taken in (or present or after acquired) Goods and/or collateral (account) – being a monetary obligation of the Customer to IPL for Goods that have previously been supplied and that will be supplied in the future by IPL to the Customer.
 - The Customer hereby acknowledges that these Terms and Conditions of Trade constitute a security agreement which creates a security interest in favour of the Vendor:
 - for all Goods previously supplied by the Vendor to the Customer (if any); and
 - for all of its present and after acquired Goods; and
 - for intellectual property arising out of or in connection with the Services.
 - The Customer agrees to grant a “Purchase Money Security Interest” to the Vendor in respect to all amounts owed by the Customer to the Vendor, as that term is defined in the PPSA.
 - Where Goods in respect of which title has not passed to the Customer are sold by the Customer in the ordinary course of business, the book debt created on the sale and the proceeds of sale when received shall be held by the Customer for the Vendor in terms of section 45 of the PPSA:
 - Where any proceeds of sale are placed in the Customer’s bank account the funds in the Customer’s bank account shall be deemed to be held on trust for the Vendor to the extent of proceeds of sale; and
 - Where any payments are made from the Customer’s bank account otherwise than to IPL payment shall be deemed to have been made from all other funds in the Customer’s bank account and not from funds held on trust for the Vendor; and
 - The trust obligation imposed by this clause and the Vendor’s entitlements under the PPSA shall continue for so long as the Vendor is unpaid for all Goods supplied to the Customer.
 - The Customer undertakes to:
 - sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which IPL may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register; and
 - indefinitely, and upon demand reimburse IPL, for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Goods charged thereby; and
 - register, or permit to be registered, a financing statement or a financing charge statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of IPL; and
 - immediately advise IPL of any material change in its business practices of selling Goods which would result in a change in the nature of the proceeds derived from such sales.
 - IPL and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
 - If any of the Goods are incorporated in or used as material for other goods before payment is made ownership in the whole of the other goods shall be and remain with the Vendor until payment is made. The Vendor’s Security Interest in the Goods shall continue to be free from any defect or damage.
 - The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.
 - Unless otherwise agreed to in writing by IPL, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
 - The Customer shall unconditionally ratify any actions taken by IPL under clauses 14.1 to 14.9.

- Security and Charge**
 - In consideration of IPL agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether present or several) in any land, real or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
 - The Customer indemnifies IPL from and against all IPL’s costs and disbursements including legal costs on a solicitor and own Customer basis in respect of any proceedings brought by IPL to enforce its rights under this Contract.
 - The Customer irrevocably appoints IPL and each director of IPL as the Customer’s true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the Customer’s behalf.
- Defects**
 - The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify IPL of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford IPL an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which IPL has agreed in writing that the Customer is entitled to reject, IPL’s liability is limited to either (at IPL’s discretion) replacing the Goods or repairing the Goods.
 - Goods will not be accepted for return other than in accordance with 16.1 above, and provided that:
 - IPL have agreed in writing to accept the return of the Goods; and
 - the Goods are returned at the Customer’s cost within fourteen (14) days of the delivery date; and
 - IPL will not be liable for Goods which have been stored or used in a proper manner.

- Returns**
 - IPL has no obligation to accept the return of Goods for credit and specifically manufactured Goods will absolutely not be returned for credit whatsoever unless meeting criteria contained in clause 16.1.
 - IPL may (at its sole discretion) accept the return of Goods for credit but this may incur a handling fee of thirty percent (30%) of the returned Goods plus any freight charges.
 - If the Goods show signs of use, in the opinion of IPL, those Goods will not be eligible for return whatsoever.

- Warranties**
 - For goods not manufactured by IPL, the warranty shall be the current warranty provided by the manufacturer of the Goods. IPL shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

- Consumer Guarantees Act 1993**
 - The Customer agrees that if they are acquiring Goods for the purposes of a business (as that term is defined in the CGA), to the extent permitted by law the provisions of the CGA will not apply to the supply of Goods to the Customer.

- Intellectual Property**
 - Where IPL has designed, drawn, written plans or a schedule of Goods, or created any products for the Customer, then the copyright in all such designs, drawings, documents, plans, schedules and products shall remain vested in IPL, and shall only be used by the Customer at IPL’s discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of IPL.
 - The Customer warrants that all designs, specifications or instructions given to IPL will not cause IPL to infringe any patent, registered design or trademark in the execution of the Customer’s order and the Customer agrees to indemnify IPL against any action taken by a third party against IPL in respect of any such infringement.
 - The Customer agrees that IPL may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which IPL has created for the Customer.

- Overdue Payments**
 - Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at IPL’s sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
 - If the Customer owes IPL any money the Customer shall indemnify IPL from and against all costs and disbursements incurred by IPL in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Customer basis, IPL’s collection agency costs, and bank disbursement fees).
 - Further to any other rights or remedies IPL may have under this Contract, if a Customer has made payment to IPL, and the Customer has subsequently repudiated the Customer shall be liable for, but not limited to, any loss of profits, in addition to any further costs incurred by IPL under this clause 21. Where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer’s obligations under this Contract.
 - Without prejudice to IPL’s other remedies at law IPL shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to IPL shall, whether or not due for payment, become immediately payable to:
 - any money payable to IPL becomes overdue, or in IPL’s opinion the Customer will be unable to make a payment when it falls due; or
 - the Customer has exceeded any applicable credit limit provided by IPL; or
 - the Customer becomes insolvent or bankrupt, commencing 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
 - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

- Cancellation**
 - Without prejudice to any other rights or remedies IPL may have, if at any time the Customer is in breach of any obligation (including those relating to payment or failure to remedy any breach in respect of this Contract without ten (10) working days of receipt by the Customer of such notices) then IPL may suspend the Goods immediately. IPL will not be liable to the Customer for any loss or damage the Customer suffers because IPL has exercised its rights under this clause.
 - IPL may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are made available by giving written notice to the Customer. On giving such notice IPL shall repay to the Customer any sums paid in respect of the Price, less any amounts owing by the Customer to IPL for Goods already performed. IPL shall not be liable for any loss or damage whatsoever arising from such cancellation.
 - In the event that the Customer cancels the delivery of Goods the Customer shall be liable for any and all loss incurred by the Customer in respect of the Goods cancelled, including but not limited to, any loss of profits.
 - Cancellation of orders for products made to the Customer’s specifications, or for non-stockist items, 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 including Personally Identifiable Information (PII) as defined and referred to in clause 23.4 shall be held by IPL is considered confidential. IPL acknowledges its obligation in relation to the handling, use, disclosure and processing of PII pursuant to the Privacy Act 2020 (“the Act”) including Part I of the OECD Guidelines and as set out in Schedule 6 of the Act and any statutory requirements where relevant in a European Economic Area “EEA”, then the EU Data Privacy Laws (including the General Data Protection Regulation (“GDPR”) (collectively, “EU Data Privacy Laws”). IPL acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer’s PII, held by IPL, that it will not result in serious harm to the Customer. IPL will notify the Customer in accordance with the Act and/or the GDPR. Any release of such PII must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
 - Notwithstanding clause 23.1, privacy limitations will extend to IPL in respect of Cookies where transactions for purchases/orders transpire directly from IPL’s website. IPL agrees to display reference to such Cookies and/or similar tracking technologies, such as pixel and web beacons (if applicable), such technology allows the collection the Customer’s Personal Information such as:
 - IP address, browser, email Customer type and other similar details; and
 - tracking website usage and traffic; and
 - cookies which are used by IPL when IPL sends an email to the Customer, so IPL may collect and review that information (collectively “PII”).
 - If the Customer consents to the Contractor’s use of Cookies on the Contractor’s website and later wish to withdraw that consent, the Customer may manage and control the Contractor’s privacy controls via the Customer’s web browser, including removing Cookies by deleting them from the browser history when exiting the site.
 - The Customer authorises IPL or IPL’s agent to:
 - access, collect, retain and use any information about the Customer:
 - (including name, address, D.O.B, occupation, driver’s license details, electronic contact (e.g. email, Facebook or Twitter details), or next of kin and other contact information (where applicable), previous credit applications and the Customer’s history or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer’s creditworthiness; or
 - for the purpose of marketing products and services to the Customer.
 - disclose information about the Customer, whether collected by IPL from the Customer directly or obtained by IPL from a third party, to any person or entity for the purposes of marketing or for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

- Service of Notices**
 - Any written notice given under this Contract shall be deemed to have been given and received:
 - by handing the notice to the other party, in person; or
 - by leaving it at the address of the other party as stated in this Contract; or
 - by sending it by registered post to the address of the other party as stated in this Contract; or
 - if sent by email to the other party’s last known email address.
 - Notice is treated as having been given, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

- Trusts**
 - If the Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of any trust (“Trust”) then whether or not IPL may have notice of the Trust, the Customer covenants with IPL, as follows:
 - the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund; and
 - the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity; and
 - the Customer will not without the consent in writing of IPL (IPL will not unreasonably withhold consent), cause, permit or suffer to happen any of the following events:
 - the removal, replacement or retirement of the Customer as trustee of the Trust; or
 - any alteration to or variation of the terms of the Trust; or
 - any abandonment or distribution of capital of the Trust; or
 - 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 hereunder, shall be submitted to, and settled by, either adjudication in accordance with the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacements.
 - The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party’s right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
 - These terms and conditions and any other terms to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Auckland courts of New Zealand.
 - IPL shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by IPL of these terms and conditions (alternatively IPL’s liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
 - IPL may licence and/or assign all or part of its rights and/or obligations under this Contract without the Customer’s consent.
 - The Customer cannot licence or assign without the written approval of IPL.
 - IPL may elect to subcontract out any part of the Goods but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of IPL’s sub-contractors without the authority of IPL.
 - Neither party shall be liable for any default due to any act of God, war, terrorism, pandemic, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
 - Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

