

## **BSP Services Limited**

PO Box 25038, CHRISTCHURCH 8144 Phone: (03) 357 9203

Email: info@bspfuels.nz Web: <u>www.bspfuels.nz</u> GST No: 070-613-840

# CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer's Details: O Individual O Sole Trader O Trust O Partnership O Company O Other:					
Full or Legal Name:					
Trading Name: (If different from above)					
Physical Address:			Postcode:		
Billing Address:				Postcode:	
Email Address:					
Phone No:	Fax No:		Mobile No:		
Personal Details: (please complete if you are an Individual)					
D.O.B. Driver's Licence No:					
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)					
Company Number: Date Incorp. (current owners):					
Nature of Business:			GST No: (if applicable)		
Paid Up Capital: \$	Estimated Monthly Pu	rchases: \$	Credit Limit Required: \$		
Principal Place of Business is: • Rented • Owned • 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:	1	
(2) Full Name:			D.O.B.		
Private Address: Po			Postcode:		
Driver's Licence No:	Phone No:		Mobile No:		
Account Terms: • 20 Days • Other:					
Purchase Order Required? • YES • NO Accounts to be emailed? • YES • NO					
Accounts Email Address:					
Accounts Contact:		Phone No:			
Bank and Branch:		Account No:			
Trade References: (please provide companies that are willing to do trade references)					
Name: Address:			Phone / Fax / Email:		
1.	1.00.000				
2.					
3.					
I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of BSP Services Limited which form part of, and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.					
SIGNED (CUSTOMER):		SIGNED (BSP):			
Name:		Name:			
Position:		Position:			
Date:		Date:			
OFFICE USE ONLY					

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# Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of BSP Services Limited and its successors and assigns ("BSP") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods and/or services to

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

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

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

### I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

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

GUARANTOR-1 SIGNED:	GUARANTOR-2 SIGNED:		
FULL NAME:	FULL NAME:		
HOME ADDRESS:	HOME ADDRESS:		
DATE OF BIRTH:	DATE OF BIRTH:		
SIGNATURE OF WITNESS:	SIGNATURE OF WITNESS:		
NAME OF WITNESS:	NAME OF WITNESS:		
OCCUPATION:	OCCUPATION:		
PRESENT ADDRESS:	PRESENT ADDRESS:		
EXECUTED as a Deed this day of 20	EXECUTED as a Deed this day of 20		

Note: 1. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

2. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

### BSP Services Limited – Terms & Conditions of Trade

- Definitions

  \*Contract\* means the terms and conditions contained herein, together with any quotation, order, invoice or other document or artiendments expressed to be supplemental to this Contract.

  \*BSP\* means SBP Services Limited, its successors and assigns or any person acting on behalf of and with the authority of BSP 6.7 Services Limited.

"BSP" means BSP Services Limided, its successors and assims or any person acting on behalf of and with the authority of BSP 6.7 Services Limited.

Customer "means the person's, entitles or any person acting on behalf of and with the authority of the Customer requesting BSP behalf of and with the authority of the Customer requesting BSP or other, invoices or other documentation, and?

(a) if there is more than one Customer, is a reference to each Customer jointly and severally; and (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and (c) and the severally and (d) includes the Customer's a partnership, it shall be bound in their capacity as a trustee and (d) includes the Customer's executors, administrators, successors and permitted assigns. Services" means all Services (including fuel cards) or Coods 7. (motion), but not limited to be for accessories etc.) supplied by 7. (motion), but not limited to be for accessories etc.) supplied by 7. (motion), but not limited to the other).

Confidential information "means information of a confidential 7.2 nature whether and, written or in electronic form including, but not limited to, this Confidentials the terms Goods or "Services" shall be interchangeable for the other).

Confidential information "means information (including but not limited to, the Scontact, elient information (including but not limited to, the Scontact, elient information (including but not limited to, Personal Information) specific to a partiacial cellental or previous credit applications, credit history) and pricing details, electronic contact cell applications, credit history) and pricing details, crockies to operate in the background when using BSP's website, and can be accessed either by the web server or the 8th desired provided on the website, prior to making enquiries where a supplicable) for the Goods as agreed between BSP and the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable the Customer s

Acceptance
The Customer is taken to have exclusively accepted and is 9,
immediately bound, jointly and severally, by these terms and 9.1
conditions if the Customer places an order for or accepts delivery

conditions if the Custômer places an order for or accepts delivery of the Goods. 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 entered thin, the terms of this Contract shall prevail.

Any amendment to the terms and conditions contained in this parties, and the properties are consent of both porties.

Cofitact may only be amended in writing by the consistence of the parties. The Customer acknowledges that the supply of Goods on credit shall not lake effect until the Customer has completed a credit application with ISSP and it has been approved with a credit limit and/or the account exceeds the credit limit and/or the account exceeds the payment terms, BSP reserves the right for effect of the payment enters, BSP reserves the right for effect effective. The Customer agrees to pay BSP for all purchases made by the Customer a continuous and/or employees (including, but not limited to, the use of any fuel cards supplied by BSP for the Customer.)

Customer).
The Customer will remain liable for any unauthorised use of fuel cards until such time as the Customer notifies BSP in writing of any changes to authorised users or loss of cards with notification of cancellation.

Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

Authorised Representatives
The Customer acknowledges that BSP shall (for the duration of
the Services) liaise directly with one (1) authorised
representative, and that once introduced as such to BSP, that
person shall have the full authority of the Customer to order any
Services, and/or to request any variation thereto on the
Customers behalf. The Customer accepts hat they will be solely
liable to BSP for all additional costs incurred by BSP (including
BSPs profit margif) in providing any Services or variations'
requissed thereto by the Customers duty authorised
representative.

Ferreshnaive.

From and Omissions
The Customer acknowledges and accepts that BSP shall, without prevaide, accept no liability in respect of any alleged or actual error(s) and/or onission(s):

(a) resulting from an inadvertent mistake made by BSP in the 10. formation and/or administration of this Contract; and/or location in diministration of this Contract; and/or location in diministration or any literature fland copy and/or electronic) supplied by BSP in respect of the Services.

In the event such an error and/or omission occurs in accordance 10.2 with the contract acceptance of the registers and/or with the contract as repudiated nor render it invalid.

Change in Control
The Customer shall give BSP not less than fourteen (14) days
prior written notice of any proposed change of ownership of the
10.3
Customer and/or any other change in the Customer's details
(including but not limited to, changes in the Customer's name,
address and contact phone or fax humber/s, change of trustees
or business practice). The Customer's shall be liable for any loss
incurred by BSP as a result of the Customer's failure to compt)
11.1
11.1

incurred by BSP as a result of the Customer's failure to comply thin this clause.

Price and Payment M. BSP so the discretion the Price shall be either:

(a) as indicated on any invoice provided by BSP to the Customer of the Customer of the Customer of the Price as at the date of Delivery of the Goods according to BSP's quoted price (subject oclause 6.2) which will be 11.2 period of seven (7) days.

BSP reserves the right to change she Price:

(a) as variation to the Service's originally scheduled (including 12. any applicable plans, specifications or special delivery 12.1 or any applicable plans, specifications or special delivery 12.1 or any applicable plans, specifications or special delivery 12.1 or required (including as to the quantity of the Goods and location of the delivery available for bading or unboading, weather of the delivery available for bading or unboading, weather classifies delivery films or dates, detention and/or 12.3 demurrage charges or otherwise, etc.) or consequence of changes in daily fuel rates which are consequence of changes in daily fuel rates which are consequence of changes in daily fuel rates which are consequence of changes in daily fuel rates which are consequence of variations in foreign currency rates of exchange and/or international right and insurance charges which is beyond variations will be charged for on the basis of BSP's quotation, and will be detailed in wiffing, and shown as variations on BSP's invoice. The Customer shall be required to respond to any variation sufficiency in the conduction of the desired the time of their completion.

Time for payment for the Goods being of the essence, the Price will be payabled by the Customer on the delised determined by

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 will be payable by the Customer on the datels determined by the customer on the datels determined by (a) on or before delivery of the Goods:

(a) on or before delivery of the Goods:
(b) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is possed to the Customers address or address for notices:
(c) the date specified on any invoice or other form as being the (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by BSP.

Payment may be made by electronic/on-line banking, credit card (a sucharge per transaction may apply), or by any other method ESP may in its discretion allocate any payment received from the 13. Customer towards any invoice that BSP determines and may of 13.1 so at the time of receipt or at any time afterwards. On any default

The United By May 10 and 10 an

Delivery of Goods Delivery ('Delivery') of the Goods is taken to occur at the time that BSP or BSPs nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address. At BSPs sole discretion the cost of Delivery is included in the

All BST\*S SDE discretion trie cost in betters of a feature of the BST and element in Separate installments. Each separate installment shall be involced and paid in accordance with the provisions in these terms and conditions. Any time specified by BST for Delivery of the Goods is an estimate only and BST will not be litable for any loss or damage 13.5 estimate only and BST will not be litable for any loss or damage 13.5 estimate only and BST will not be litable for any loss or damage 13.5 estimate only and the specific of the specific o

Charges Earned and Demurrage.

13.7

Charges Earned and Demurrage.

BSP'S charges shall be considered earned in the case of Goods for carriage as soon as the Goods is loaded and dispatched from BSP's gremises.

It is grouper charges (notating) transport costs) incurrent for any 1.1 reason. A chargie may be made by BSP in respect of any delay in excess of thirty (30) minutes in including occurring other than from the default of BSP. Such permissible delay beried shall commence upon BSP reporting for leading or unloading. Labour to load or unload the vehicle shall be the responsibility and perpense of the Customer's consignee.

14.2

Customer's Responsibilities
The Customer shall provide:
(a) safe and convenient Stomer's Responsibilities

Customer shall provide:
safe and convenient access and agrees for vehicles of BSP, or BSP's agentls, and all persons driving or accompanying such vehicles between the public highway and the adual point of deliver, BSP shall not be liable in any way whatsoever for damage caused or alleged to have been caused to the Customer's property or premises by the entry thereon by BSP's vehicles, unless due to the negligence of 15.

asie, suitable and clearly marked storage for the Goods, which shall comply in all aspects with the full requirements of and/or requiations made by BSP; the Government or any Government body or agency or other competent authority whether local or otherwise.

Customer shall ensure that the storage into which delivery is emade:

The Ussimier shall chause use we away and the complete of the behalf of

employee, or other person purporting to give instructions on the Customer's behalf in respect of delivery into the storage:

(b) all accommodate the full quantity of the Goods ordered and 16, will procure certification to this effect and also to the effect 16.1 that the connection, hose(s) are properly and securely connected to the fillings point(s). Such certifications shall have regard to the regulations currently in force in respect of the storage and use of the Goods.

Intervalve shall storage the conditions of their license 17, and considered the storage of the storage shall be considered to the storage of th

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

on Delivery and the Customer must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, BSP is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by BSP is sufficient evidence of BSP's rights to receive the insurance proceeds without the need for any person dealing with BSP to make

without the need for any person dealing with BSP to make further enquirier. Equests BSP to leave Goods outside BSPs 18.3 premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.

Compliance with Laws
The Customer and BSP shall comply with the provisions of all
statules, regulations and bylaws of government, local and other
public authorities that may be applicable to the Services of
Laws, the Hazardous Substances Regulations, New Zealand
Petroleum Act, Engine Fuel Specifications Regulations (or any
mandments Herefo) and any other relevant Safety standards,
regulations or legislation.
The Customer Shall obtain (at the expense of the Customer) all
liceness, consents, permits and/or any other approval or permits
that may be required for the Services.

Title BSP and the Customer agree that ownership of the Goods shall

Title
BSP and the Customer agree that ownership of the Goods shall
not pass until:

(a) the Customer has held and its other obligations to BSP. and
(b) the Customer has held all of its other obligations to BSP.
Receipt by BSP of any form of payment other than cash shall not
be deemed to be payment until flast form of payment has been
honoured, cleared or recognised. If the Goods passes to

[7]
(a) the Customer segree that until ownership of the Goods passes to

[8]
(a) the Customer solds of BSP on request clears [2, 1]
(b) the Customer solds the benefit of the Customers insurance
of the Goods on trust for BSP and must pay to BSP the
lost, damaged or destroyed. The event of the Goods beneg
lost, damaged or destroyed. The customer solds

(b) the Customer must not self, dispose, or otherwise part with
possession of the Goods other than in the ordinary course
of business and for market value. If the Customer sels,
Customer must not self, dispose, or otherwise part with
Customer must not deliver the proceeds to BSP on trust
of BSP and must pay or deliver the proceeds to BSP on the
Customer must not deliver the proceeds to BSP on trust
of BSP and must pay or deliver the proceeds to BSP on the control of the Coods and the Customer sels,
customer must not deliver the proceeds to BSP on the control of the Coods and the customer sels.

(b) the Customer should not convert or process the Goods or

for ESP and must pay of deliver the proceeds to list? un demand:

(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product in must for the customer product to BSP as its ordirects:

(e) the Customer irrevocably authorises BSP to enter any premises where BSP befelves the Goods are kept and premises where BSP befelves the Goods are kept and premises where BSP befelves the Goods are kept and premises where BSP befelves the Goods are kept and premises where BSP befelves the Goods are kept and premises where BSP befelves the Goods are kept and premises where BSP befelves the Goods are kept and premises the Goods are kept and premises the Cooks are kept an

(n) BSP 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") 21.
Upon assenting to these terms and conditions in writing the 21.1
Customer acknowledges and agrees that:

hese terms and conditions constitute a security agreement for the purposes of the PPSA; and a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to BSP for Services – that have previously been supplied and that will be supplied in the future by BSP to the Customer. Supplied and that will be supplied in the future by BSP to the Customer. Supplied in the future by BSP to the Customer. Supplied in the future by BSP to the Customer. Supplied in the future by BSP to the Customer. Supplied in the future by BSP to the Customer. Supplied in the future by BSP to the Customer. Supplied in the future by BSP to the Customer. Supplied in the future by BSP to the fu

Securities regions in the second properties of the second properties of

BSP and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and

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Security and Charge In consideration of BSP agreeing to supply the Goods, the Customer charges at of its rights, fille and interest (whether joint or several) in any land, really or other assets capable of being secure to performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the content of th

these terms and conditions (including, but not limited to, the apyment of any money).

The Customer indemnilles BSP from and against all BSPs costs and disbursements including legal costs of a solicitor and own client basis incurred in exercising BSPs rightly under this clause. The Customer invencebly applicits BSP and each director of BSP as he Customer's titled to the analysis of the products of the Cases I including, but not limited to, signing any document on the Customer's behalf.

Claims and Warranties
The Customer shall inspect the Goods on Delivery and shall
within teenty-four (24) nours of Delivery (time being of the 21.6
essence) notify BSP of any alleged defect, shortage in quantity.
To failure to comply with the description or quote. The Customer
shall afford BSP 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 21.7
comply with these provisions the Goods shall be presumed to be
To the extent permitted by Statute, no warranty is given by BSP
as to the quality or suitability of the Goods for any purpose and
any implied warranty, is expressly excluded. BSP shall not be
responsible for any loss or damage to the Goods, or caused by
the Goods, or any part thereof however arising.

Consumer Guarantees Act 1993
If the Customer 5 acquiring Goods for the purposes of a trade or 22.1
business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 (\*CoA\*) do not apply to the supply of Goods by BSP to the Customer.

supply of Goods by BSP to the Customer.

Intellectual Property
Where BSP has designed drawn or developed Services for the
Customer, then the copyright in any designs and drawings and
documents shall remain the property of BSP. Under no
circumstances may such designs, drawings and documents be
used without the express written approval of BSP. Under no
circumstances warrant; bit all designs SS-polectications or
The Customer warrant; bit all designs SS-polectications or
22.2 patent, regisfered design or trademark in the execution of the
Customer's order and the Customer agrees to indemnity BSP
against any action taken by a third party against BSP in respect
of any such influences. In BSP may (at no cas) use for the 23.1
purposes of marketing or entry into any competition, any
documents, designs, drawings or Services which BSP has
created for the Customer.

Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of lwd and a half percent (2.5%) per calendar month (and at BSP's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. It should be such a rate of the discretion such interest shall compound monthly at such a rate) after as well as before any judgment. Useful the Customer shall the Customer shall the Customer shall be shall be

client basis, BSPs collection agéncy costs, and bank dishonour fees).
Further to any other rights or remedies BSP may have under this Contract, if a Customer has made payment to BSP, and the transaction is subsequently reversed, the Customer shall be light to be contract, if a Customer shall be light to be contract, and the transaction is subsequently reversed, the Customer shall be light to the contract of the

(b) the Customer has exceeded any applicable credit limit 24.2 provided by BSP:

provided by BSP.
(c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with zerditors; or makes an assignment for the benefit of its creditors; or conditions; or conditions; or conditions or c

Cancellation
Without prejudice to any other remedies BSP may have, if at any
time the Customer is in breach of any obligation (including those
relating to payment) under these terms and conditions BSP may
suspend of terminate the supply of Goods to the Customer. BSP
will not be liable to the Customer for any loss or damage the
Customer suffers because BSP has exercised is rights under if at any ing those 24.5

Customer suffers because care has exclusion and an extension of the second of the seco

liable for any loss or damage whatsoever arising from such cancellation.

In the event that the Customer cancels Delivery of Goods the Customer shall be liable for any and all loss incurred (whether 24.8 direct or indirect) by BSP as a direct result of the cancellation (including, but not initiated to, any loss of profits). Cancellation of orders for Goods made to the Customer's specifications, or for non-stockit tens, will definitely not be accepted once production has commenced, or an order has been placed.

Disputes
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 selfled by, mediation before resorting to any
court proceedings) by notifying the other party or withing setting
out the reason for the dispute. The parties shall share equally the
mediator's fees. Should mediation fall to resolve the dispute, the
parties shall be free to pursue other dispute resolution avenues. 24.9

Privacy Policy
All emails, documents, images or other recorded information held
or used by BSP is Personal Information as defined and referred

o in clause 21.3 and therefore considered confidential. BSP-acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 ('the Act) including Part II of the OECO Guidelines and as set out in 'Schedule' 8 of the Act and any statutory requirements where relevant in a European Economic Statutory requirements where relevant in expression of the Act and any statutory requirements where relevant in the event it becomes aware of any data breaches and/or disclosure of the Customers Personal Information, held by BSP that may result in serious harm to the Customer, BSP will notify the Customer in serious harm to the Customer, BSP will notify the Customer in sersonal information must be in accordance with the Act and the SBPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law. Notwithstanding clause 21.1, privacy limitations will extend to BSP in respect of Coolies where the Customer utilises BSPs used. Online and/or short privacy limitations will extend to BSP in respect of Coolies where the Customer utilises and web beacons (if applicable), such technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's and will be accordance with a collection of Personal Information (collectively Personal Information). If the Customer consents to BSPs way collect and review that information (collectively Personal Information). If the Customer consents to BSPs and collect and review that information (collectively Personal Information). If the Customer consents to BSPs upper collect and review that information (collectively Personal Information about the Customer authorises BSP or BSP's agent to:

10 access, collect, relation and use any information about the Customer.

The Cistomer authorises BSP or BSP's agent to:

(a) access, collect, retain and use any information about the Customer:

(i) (including, name, address, D.O.B., occupation, drivers license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and, other contact information (where applicable), or contact information held by the Ministry of Justice) for the purpose of assessing the Customer's creditivorthiness; or

(ii) for the purpose of marketing products and services to the Customer of the Customer o

Customer. Where the Customer is an individual the authorities under clause 21.3 are authorities or consents for the purposes of the Privacy Act 2020.

Act 2020.

The Customer shall have the right to request (by e-mail) from BSP, a copy of the Personal information about the Customer retained by BSP and the right to request that BSP correct any incorrect Personal Information about the customer SEP will destroy Personal Information upon the Customers request (by e-mail) or if it is no longer required unless it is required in order to fulfill the collipations of this Contract or is required to be maintained and/or stored in accordance with the law.

law.

The Customer can make a privacy complaint by contacting BSP via e-mail. BSP will respond to that complaint within seven (?) days of receipt and will take all resonantial setsps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at http://www.pdvacy.org.nz/comptly/comptop.html.

Service of Notices Any written notice given under this Contract shall be deemed to

e been given and received: by handing the notice to the other party, in person; by leaving it at the address of the other party as stated in this Contract;

this Contract.

On yesding it by registered post to the address of the other party as stated in this Contract.

If sent by a scanned to the contract of the party as stated in this Contract (if any), on receipt of confirmation of the transmission.

(e) if sent by email to the other partys tast known email address.

(e) it sets by entail to the other party's last known entail 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.

course of post, the notice would have been delivered.

Trusts:

If the Customer at any lime upon or subsequent to entering in to the Confract is acting in the capacity of trustee of any trust (Trust) then whether or not BSP may have notice of the Trust, the Customer coverants with BSP pas follows:

(a) the Confract extends to all rights of indemnity which the Customer how or subsequently may have against the Trust (and the customer has full and complete power and authority under the Trust to enter into the Confract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust of the trust study. The Customer will not release the right of indemnity or control of the Trust of the trust study in the Customer will not release the right of indemnity or which might prejudic that right of indemnity or control of the Customer will not without consent), cause, permit, or suffer to happen any of the following events:

(b) the removal, replacement or retirement of the Customer as trustee of the Trust:

(ii) any advancement or distribution of capital of the Trust:

(iii) any resettlement of the trust property.

(iv) any resettlement of the trust property.

(iv) any resettlement of the trust property.

General
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, void, illegal or unenforceable the validity, existence, tegality and enforceability of the remaining provisions shall not repeat the enabling provisions shall not have been shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of Christchurch, New Zealand. Except to the extent premitted by law "CGA", SEP shall be under no liability whatsoever to the Customer for any indicet and/or consequental loss and/or expense (including loss of profit) these terms and conditions (alternatively RSP's liability shall be imitted to damages which under no circumstances shall exceed the Price of the Goods).

SEP may licence and/or assign all or any part of its rights and/or

inese terms and conditions (alterhalively BSP's lability's shall be limited to damages which under no orcumstances shall exceed the Ptice of the Goods). BSP may literate and or assign all or any part of its rights and/or obligations under his Contract without the Customer's concent.

BSP may lector and/or assign all or any part of its Pservices but shall not be releved from any fability or obligation under this Contract by so deing. Furthermore, the Customer agrees and surply of BSPs sub-contract out any part of the Services but shall not be releved from any fability or obligation under this Contract by so deing. Furthermore, the Customer agrees and surply of BSPs sub-contractors without the authority of BSPs. The Customer agrees that BSP may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to late effect from the date on which cash the Customer shall be liable for any default due to any act of God, war, terfortism, srike, lock-out, industrial action, fine, flood, stomy, reliations or embargo, including but not limited to, any Government increasing the designation proposed to the development of the designation proposed to develop the development of the stomer in which is not the customer. Neither party shall be liable for any default due to any act of God, war, terfortism, srike, lock-out, industrial action, fine, flood, stomy, reliations or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide desiliantion ports), etc. (Force Majeurer) or other event beyond the reasonable control of either party.

Both parties warrant that they have see pout forcisions to allow them to do so, they are not insolvent and that this Contract creates binding and Valid legal obligations on them.