

Aotea Electric Te Puke Limited ("Aotea")

Terms of Trade

All goods and services are supplied on the following terms:

- 1 Ownership**
- 1.1 Ownership and title to all goods remains with Aotea and does not pass to the customer until payment is made in full.
- 2 Prices**
- 2.1 All goods and services will be charged at rates applicable at the date of billing. The customer must pay the prices charged.
- 2.2 Unless otherwise stated all prices are exclusive of GST and other taxes which must be paid by the customer.
- 2.3 Aotea reserves the right to amend any discount structure applying to your account at any time, without notice to you.
- 2.4 Aotea may require a deposit of some or all of the value of the work and services to be supplied.
- 2.5 The customer must pay freight costs and insurance charges and for time spent by Aotea in travel to and from the job, as well as time spent in the acquisition of materials required.
- 3 Payment**
- 3.1 Aotea will invoice the customer for all sales and services.
- 3.2 All accounts are payable on the 20th of the month following the invoice date ("due date"), except where Aotea has agreed in writing that other terms shall apply.
- 3.3 If payment is not made by the customer on the due date, Aotea may suspend or terminate supply
- 3.4 Payment of all amounts is to be made in full without any set-off, reduction or counterclaim.
- 4 Delivery**
- 4.1 Delivery occurs at the time possession of the goods passes to the customer or a person nominated by the customer.
- 4.2 The risk in goods passes to the customer on delivery.
- 5 Bailment**
- 5.1 Any items left with Aotea for service, repair or storage shall be held by Aotea as bailee in possession.
- 5.2 The risk of damage of any such items shall remain at all times with the customer and the customer is required to maintain insurance policies over those items while they are in Aotea's possession
- 5.3 If the customer defaults in payment of the costs of service and / or repair, Aotea shall be entitled to, having provided written notice to the customer at their last known address, cancel the bailment, take possession of and sell the items and direct the proceeds of such sale to the recovery of all costs incurred by Aotea, including the costs of repair, debt collection commission and or legal fees (on a solicitor client basis) and any other costs incurred by Aotea whatsoever as a result of the default.
- 6 Site Access**
- 6.1 The customer will provide Aotea with full access to all areas required to carry out the services, and will ensure that the worksite is safe and secure.
- 6.2 If Aotea believes the worksite is unsafe they can suspend all work on the site until the site is made safe.
- 7 Personal Property Securities Act 1999 (PPSA)**
- 7.1 All terms in this clause 7 of these Terms of Trade have the meaning given in the PPSA, and section references shall be to sections of the PPSA.
- 7.2 Clause 1of these Terms of Trade creates a security interest in all present and after acquired goods of the customer and their proceeds.
- 7.3 The customer consents to Aotea registering on the Personal Property Security Register ("the PPSR") a general security interest over all the customer's assets, and a security interest over all goods supplied by Aotea.
- 7.4 The customer waives its rights under sections 114(a), 116, 117, 119, 120(2), 121, 125, 129, 131, 132, 133,134 and 148.
- 7.5 If requested by Aotea, the customer will promptly execute any documents, provide all necessary information and do anything else required by us to ensure that the security interest created under this Agreement constitutes a perfected security interest in the goods and their proceeds which will have priority over all other security interests in the goods.
- 7.6 The customer will pay to Aotea all fees and expenses incurred by Aotea in relation to the filing of a financing statement or a financing change statement in connection with these Terms.
- 7.7 The customer will give Aotea prior written notice of a proposed change in the customer's name or address.
- 8 Default**
- 8.1 The security interest created by clauses 1 and 7.3 of these Terms of Trade becomes enforceable if any of the following events occur:
- (a) The customer fails to pay any money owing on the due date;
- (b) The customer sells, parts with possession, leases or disposes of any goods or does anything inconsistent with Aotea's ownership of the goods prior to making full payment;
- (c) Aotea believes the customer has committed or will commit an act of bankruptcy, has had or is about to have a receiver appointed, or is declared insolvent;
- (d) The goods are at risk, as that term in is defined in the PPSA;
- (c) Any other of the events provided for in the PPSA apply.
- 8.2 In addition to rights conferred by part 9 of the PPSA, Aotea may take possession of any goods and may enter any premises, whether or not the occupier is present in order to take possession of goods pursuant to this clause.
- 9 Costs**
- 9.1 The customer must pay all of Aotea's costs of and incidental to the enforcement or attempted enforcement by Aotea of its rights, remedies and powers under these terms, such costs to include debt collection and legal costs (as between solicitor and customer) on a full indemnity basis.
- 10 Limits**
- 10.1 Aotea may restrict the amount of credit provided to the customer, and may change that limit from time to time without prior notice.
- 10.2 The customer agrees that where it has obtained credit in excess of any limit noted on the application or imposed by Aotea, the customer will be liable in full for payment of any amount owing in excess of that limit.
- 11 Limitation of Liability**
- 11.1 Aotea is not responsible for any damage caused either to the goods supplied or other goods, resulting from a malfunction, if:
- (a) The goods are fitted by someone other than Aotea; and
- (i) That person is not suitably qualified; or
- (ii) The goods are not fitted to a good trade standard; or
- (b) The goods are in any way adapted to a use for they are not specifically intended; or
- (c) The goods are added to or repaired using components not recommended or approved by the manufacturer.
- 11.2 Aotea has no further liability or responsibility for any direct, indirect or consequential injury, loss or damage arising from any supply of goods or services.
- 11.3 Damages for faulty goods or services will be limited to the purchase price of those goods or the value of the services contracted for.
- 12 Penalty Interest**
- 12.1 Penalty Interest at a rate of 1.5% per month, will accrue an any unpaid amount on a daily basis from the due date, to the date of payment. Such interest will be payable upon demand.
- 13 Privacy Act**
- 13.1 The customer authorises Aotea to:
- (a) Make enquires with relevant third parties and/or credit agencies regarding the customer's credit history
- (b) Release information for the above purpose to the extent necessary, to relevant third parties and/or credit agencies
- (c) Instruct an agent to carry out any credit enquires, and the customer agrees the above authorisations will apply to such agent.
- 13.2 The customer authorises any credit agencies and/or relevant third party to disclose any relevant information to Aotea in response to credit enquires. The customer acknowledges that any information disclosed to a credit agency will be held on their systems and used to provide their credit reporting service.
- 14 Consumer Guarantees Act 1993 ("CGA")**
- 14.1 Where the customer is a consumer under the CGA who acquires goods and services from Aotea other than for the purpose of business, then these Terms of Trade will be subject to the provisions of the CGA.
- 14.2 Where goods and / or services are supplied for business purposes, the customer agrees that the provisions of the CGA will not apply.
- 15 Miscellaneous**
- 15.1 By having work undertaken the customer is deemed to have accepted these Terms of Trade and accepted liability for the account.
- 15.2 These Terms of Trade may be varied by Aotea, at any time without notice to the customer. New Terms of Trade will be enforceable by Aotea from the date they were provided to the customer.
- 15.3 The application and these Terms of Trade are the entire agreement between Aotea, the customer and the Guarantor, and supersede all representations, agreements or other communications made by Aotea.
- If any part of these Terms of Trade is illegal, unenforceable or invalid, that part is to be treated as modified or removed to the extent required to make it effective. The rest of these Terms of Trade are not affected.