

FULL COMPANY NAME:

TRADING AS:

POSTAL ADDRESS:

DELIVERY ADDRESS:

PHONE NO: FAX NO:

CUSTOMER CONTACT: MOBILE NO:

EMAIL ADDRESS:

HOLDING GROUP:

BUSINESS ACTIVITY:

PRINCIPAL OWNERS AND / OR DIRECTORS

NAME	ADDRESS	PHONE NUMBER
1. <input type="text"/>	<input type="text"/>	<input type="text"/>
2. <input type="text"/>	<input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>	<input type="text"/>

MANAGER: COMPANY SECRETARY:

PURCHASING OFFICER: ACCOUNTS SUPERVISOR:

AUTHORISED CAPITAL: \$ PAID UP CAPITAL: \$

DATE BUSINESS ESTABLISHED:

BANK, ADDRESS, PHONE NO:

CREDIT REQUEST PER MONTH: \$

TRADE REFERENCES

NAME	ADDRESS	PHONE NUMBER
1. <input type="text"/>	<input type="text"/>	<input type="text"/>
2. <input type="text"/>	<input type="text"/>	<input type="text"/>
3. <input type="text"/>	<input type="text"/>	<input type="text"/>

On making this application, the customer acknowledges that the above information is true and correct and that if this application is accepted, the customer will abide and be bound by the company's terms of sale that are listed on the reverse side of this form.

If you are signing this form as a director, trustee or agent of the customer, you agree to be bound by the Personal Guarantee contained in clause 56 of the company's terms of sale listed on the reverse side of this form.

SUBMITTED BY: SIGNATURE:

DATE:

OFFICE USE

ACCOUNT NO: BR: MANAGERS SIGNATURE:

DATE ISSUED: ACCOUNTANTS SIGNATURE:

CUSTOMER TYPE: CREDIT LIMIT: \$

GENERAL

1. All goods supplied by Arrowhead Alarm Products Limited ("Company") to the customer ("Customer") shall automatically incorporate these conditions of sale ("Terms").
2. These Terms shall prevail over any other conditions attached to any order or acceptance.
3. The Customer acknowledges that by purchasing any goods from the Company, the Customer has read, understood and accepted the Terms and agrees to be bound by these Terms.

TITLE OF GOODS

4. The Customer acknowledges that the title and property in the goods supplied by the Company and the right to possession of the goods shall not pass from the Company to the Customer until the Customer has paid the full price for the goods, any delivery costs and all other amounts owing by the Customer to the Company pursuant to these Terms.

PERSONAL PROPERTY SECURITIES ACT 1999 ('PPSA')

5. The Customer grants to the Company a purchase money security interest in the goods and their proceeds as security for any amounts due and owing by the Customer to the Company. The goods subject to the security interest will be the goods described in any: (a) Quotation or tender given by the Company to the Customer; (b) Contract between the Company and the Customer; (c) Purchase order or any other order for goods from the Customer; and/or (d) Dispatch order, invoice, statement or remittance advice given by the Company to the Customer.

6. At the Company's request, the Customer will promptly execute any documents and do anything else required by the Company to ensure that any security interest created constitutes a perfected security interest over all goods supplied by the Company until all and any amounts owing by the Customer have been paid in full. This obligation extends to providing the information required by the Company to enable the Company to complete and register a financing statement or financing change statement and the Company shall at its sole discretion be entitled to withhold supply of any goods or credit arrangements until such obligations are fulfilled. The Customer undertakes to give the Company not less than 14 days' prior written notice of any proposed change to the Customer's name or details.

7. The Customer will not, without the Company's prior written consent, allow any person (including the Customer) to file a financing statement over any goods supplied by the Company to the Customer.

8. The Company agrees to allow the Customer to deal, sell, and trade with the goods in normal course of business. If the Customer sells the goods prior to payment to the Company, the Customer undertakes to pay the proceeds derived from the sale into a separate bank account for the benefit and as trustee for the Company so that those proceeds remain identifiable in connection with that sale of the goods.

9. The Customer waives its right to receive a copy of a verification statement in respect of any financing statement or financing change statement registered by the Company. Sections 114(1)(a), 133 and 134 of the PPSA will not apply and the Customer waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA.

10. Any breach by the Customer of these Terms will constitute a default for the purposes of the PPSA. Without prejudice to the Company's other rights and remedies, the Customer irrevocably grants to the Company the right and licence to enter the Customer's premises, without notice and without any liability whatsoever to the Customer or any person or company claiming through the Customer, in order to repossess the goods.

11. In this section, the terms "security interest", "purchase money security interest", "perfect", "proceeds", "financing statement" and "financing change statement" have the meanings given to them in the PPSA.

RISK AND INSURANCE

12. Risk passes to the Customer on delivery of the goods. Delivery shall be deemed to be complete when the Company gives possession of the goods directly to the Customer, or possession of the goods is given to a carrier, courier, or other bailee for the purposes of transmission to the Customer.

13. From the time of delivery to final payment for the goods, the Customer will maintain sufficient insurance over the goods against loss or damage from any cause to cover the unpaid balance of funds owing to the Company in respect of the goods.

14. If the Customer fails to obtain insurance as described in this clause 13, no loss or damage suffered in respect of the goods shall relieve the Customer from payment of any amounts due to the Company.

QUOTATIONS AND PRICES

15. Prices are quoted in New Zealand Dollars and shall be based on those ruling at the date of the quotation. Indent prices are based on the exchange rate and the freight rates ruling at the date of quotation. Prices are ex store Auckland. Goods and Service Tax is not included in the prices.

16. The Company reserves the right to revise prices and charges in the event of any change in costs or the exchange rate between the date of quotation and the date of delivery.

17. Where a quotation is given by the Company to the Customer, the quotation shall, subject to clause 18, be valid for 30 days from the date of issue and thereafter will be deemed to be withdrawn.

18. The Company reserves the right to withdraw or vary any quotation at any time before the Customer accepts the quotation.

PAYMENT

19. Payments shall be made on the 20th day of the month following the date of the Company's invoice or within 30 days following the date of the delivery of the goods, whichever is earlier, unless otherwise specified by the Company in writing. The Company reserves the right at any time to require payment in full for the goods prior to delivery.

20. Time for payment for the goods is of the essence. The Customer must make all payments to the Company without delay, counter-claim, abatement, deduction or set off.

21. Without prejudice to the Company's other rights and remedies, if any amounts due to the Company are not paid by the due date for payment or the Customer breaches any other of these Terms, the Company may: (a) Withhold any future deliveries for goods and the Company shall not be liable to the Customer for non-delivery of such goods; (b) Without notice to the Customer, terminate or suspend any credit arrangement with the Customer; (c) Charge the Customer interest on all overdue amounts at the rate of 24% per annum, calculated daily from the due date for payment until payment is received in full; and (d) Recover from the Customer any loss, expenses, costs or disbursements incurred by the Company in recovering any outstanding money, including, without limitation, debt collection agency fees, service costs and legal costs.

DELIVERY

22. While the Company will use its reasonable endeavours to effect delivery in accordance with pre-arranged dates, no guarantee is implied as to delivery dates and the Company will not be liable for any loss or damage arising from any failure to deliver, or delays in delivery of any whole or part of the goods and a delay in delivery shall in no event entitle the Customer to cancel the order for goods.

23. If for any reason the Customer is unable to accept delivery for the goods at the time when the goods are due and ready for delivery, the Company shall, if its storage facilities permit and at its sole discretion, store the goods for a period not exceeding 20 working days and during this time shall take reasonable steps to prevent their deterioration. The Customer shall be liable to the Company for all costs incurred (including insurance costs) in storing the goods during this time. This clause shall be in addition to and not in substitution of, any other payment of damages for which the Customer may become liable in respect of its failure to take delivery at the appropriate date.

CLAIMS

24. Where the Customer is in trade and acquires the goods in trade, then the Company and the Customer agree to contract out of the provisions of the Consumer Guarantees Act 1993 and accordingly the provisions of the Consumer Guarantees Act 1993 do not apply. Except to the extent permitted by law, nothing in these Terms is intended to have the effect of contracting out of provisions of the Consumer Guarantees Act 1993 in respect of a Customer that is a consumer (as that term is defined in the Consumer Guarantees Act 1993). Where that Customer is not in trade and these Terms are amended to the extent necessary to give effect to that intention. In this clause, "in trade" has the meaning given to it in the Consumer Guarantees Act 1993.

25. Except as provided in the Consumer Guarantees Act 1993 (if applicable) and by any third party manufacturer's written warranty (if any), the Company makes no representation, condition, warranty or promise, express or implied, in respect of goods supplied to the Customer.

26. Except as provided in the Consumer Guarantees Act 1993 (if applicable) and in clauses 30 to 41 of these Terms, the Company shall not be liable for any loss of any kind whatsoever suffered by the Customer by reason of any breach of any of the Company's obligations regarding the supply of goods or in tort (including negligence) or otherwise including, without limitation, loss of profit, loss of any contract, failure to realise expected profits or savings or for any indirect, special or consequential loss or damage that may be suffered by the Customer, nor shall the Company be liable for any loss, damage or injury caused to the Customer's employees, agents, contractors, customers or other persons and the Customer will indemnify the Company against any claim by such persons.

27. Where the Customer purchases goods for a particular purpose, it is the Customer's sole responsibility to ensure that the goods will be suitable for the Customer's purpose, and the Company shall have no liability whatsoever in the event that the goods are not fit for the Customer's purpose, notwithstanding any statements made to the Customer by the Company or its officers or employees. The Customer and the Company agree that section 137 of the Commercial and Contract Law Act 2017 does not apply.

CUSTOMER'S LIABILITY AND INDEMNITY

28. The Customer warrants that it has the full authority to order the goods and the Customer shall be bound by all such orders. Where the Customer has ordered goods, the Customer indemnifies the Company against any claim by any third party following delivery of the goods.

29. The Customer indemnifies the Company from and against any and all damages, claims, losses, demands, liabilities (including vicarious liability), injuries, suits, actions, judgments, costs and expenses of any kind whatsoever (including, without limitation, legal fees, service costs and costs of recovering unpaid amounts) arising out of or in any way connected with the Customer's breach of these Terms.

INSPECTION AND RETURNS POLICY

30. The Customer will inspect the goods on delivery and will, within three days of the date of delivery, notify the Company and the carrier of any alleged defect, shortage in quantity, damage or failure to comply with quotation or description.

31. The Customer shall afford the Company an opportunity to inspect the goods within a reasonable time of the Customer notifying the Company and the carrier.

32. If the Customer does not notify the Company and the carrier in writing within three days of the date of delivery, then the Customer is deemed to have accepted the goods.

33. Where the Company has agreed in writing that the Customer is entitled to reject the goods, the Company will, at the Company's election, repair the goods, replace the goods with goods of identical type (or near identical), or refund the price the Customer has paid for the goods (excluding delivery costs) either, at the Company's election, in the form of a credit note or in cash. The Company's liability is limited to either, at the Company's election, the repair of the goods, the replacement of the goods or the price the Customer has paid for the goods (excluding delivery costs) either, at the Company's election, in the form of a credit note or in cash.

34. The Company will not be liable for any labour, delivery, overhead or any other costs incurred by the Customer in relation to the installation and return of any rejected goods.

35. Returns of goods will only be accepted by the Company if: (a) The Customer has complied with the provisions of this section and the Company has agreed in writing to the return of the goods; (b) The goods are returned at the Customer's cost within 30 days of the date of delivery; (c) The goods are returned with the original invoice/packing slip or the number and date of the invoice or packing slip are enclosed; and (d) The goods are returned in the condition in which they were delivered and in original packaging, complete with detachable accessories and instruction manuals.

36. The Company will not accept returns of goods where the Company has arranged for the goods to be manufactured and supplied to a Customer's specifications.

37. Where the Company, at its sole discretion, accepts returns of goods that are surplus to the Customer's requirements or that the Customer has ordered in error, the Customer agrees that the Company has the right to deduct from any refund or a credit note given to the Customer 25% of the original purchase price to cover the Company's costs of restocking.

DEFECTIVE GOODS

38. The Company will, at its sole and absolute discretion, replace or repair at its own cost all goods which are or become faulty by reason only of the use of defective materials or by reason of defective workmanship by the Company within a period being 12 calendar months from the date of installation of the goods or 24 calendar months from the date of delivery of the goods, whichever occurs first. The warranty will only apply if the Customer has notified the Company in writing of the default within that period. Where the goods as described in this clause are goods that carry an extended 5-year warranty, the Customer must notify the Company in writing of any default in the goods within the period being 5 calendar years from the date of delivery.

39. The Customer shall as soon as practicable after discovering any such defect or fault, return the defective goods or parts of them to the Company at its cost, unless it has been agreed between the parties that the necessary replacement or repair shall be carried out by the Company on the Customer's premises or on the premises where the goods are or have been installed.

40. The Company shall be under no liability to the Customer in respect of defects in the goods supplied except as specified in these Terms and it shall not be responsible for any personal injury or damage or loss of any kind attributable to defects in such goods and the Customer will keep the Company indemnified against any such claim.

41. In the event of the Customer attempting to repair the goods without the prior written consent of the Company the provisions of this section become null and void.

PRIVACY ACT

42. The Customer irrevocably authorises: (a) Any person or entity to provide the Company such information as the Company may require in response to any credit inquiry by the Company about the Customer; (b) the Company to collect, retain and use personal information about the Customer for assessing the Customer's credit worthiness, administering the Customer's orders and enforcing the Company's rights under these Terms and marketing any goods and services provided by the Company; and (c) the Company to disclose information about the Customer, whether collected directly from the Customer or collected from any other source to any person for any of the purposes specified in clause 42(b) of these Terms and to credit agencies for the purpose of maintaining effective credit records.

43. Where the Customer is an individual and the information is readily retrievable (and subject to payment of a reasonable charge), the Customer has the right to access any personal information about the Customer held by the Company and the right to request the Company to correct any incorrect information about the Customer held by the Company.

INTELLECTUAL PROPERTY

44. Any sale of the goods will not operate so as to transfer or vest in the Customer any trade mark, patent, copyright or other intellectual property. All intellectual property rights in respect of the goods remain the Company's or the applicable manufacturer's property and the Customer may not use, reverse engineer, interfere with or alter the intellectual property in any way.

TERMINATION

45. Either party may terminate these Terms with immediate effect if the other party: (a) Is in breach of these Terms; and/or (b) Becomes insolvent, fails to pay its debts as they fall due, ceases to carry on business, a resolution is passed or proceedings have commenced to have the party wound up, or a receiver, statutory manager, liquidator or any other administrator is appointed in respect of that party or any of its assets.

46. Without prejudice to the Company's other rights and remedies, in the event of termination of these Terms pursuant to clause 45, the Customer shall immediately pay the Company all amounts due and owing by the Customer to the Company.

FORCE MAJEURE

47. The Company shall not be liable for any breach of these Terms in the event of force majeure, being any failure, delay or breach caused by strike, industrial dispute, natural disaster, shortage or unavailability of stocks of goods or raw materials, failure or delay of any of the Company's suppliers to supply goods, delay in transit, import restrictions, legislative, governmental or other prohibition or restriction, fire, flood, hostilities, commotions or any other causes whatsoever (whether similar to the foregoing or not) beyond the Company's reasonable control.

DISPUTE RESOLUTION

48. If any dispute arises in connection with the provision of goods by the Company to the Customer or these Terms, directors or other senior representatives of the parties or individuals with authority to settle the dispute will, within 5 working days of a written request from one party to the other, meet in a good faith effort to resolve the dispute. If the dispute is not resolved at that meeting, the parties will attempt to settle it by mediation. To initiate the mediation a party must give notice in writing ("ADR notice") to the other party to the dispute requesting mediation. The mediation will start not later than 20 working days after the date of the ADR notice. No party may commence any court proceedings in relation to any dispute arising out of these Terms until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation. Nothing in this clause will prevent a party from obtaining urgent interlocutory relief in respect of a breach or suspected breach of these Terms.

GENERAL

49. These Terms shall be governed by and construed in accordance with the laws of New Zealand and the parties irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.

50. The Customer agrees to, at all times, comply fully with all relevant laws, ordinances, rules, regulations and orders of all relevant regulatory bodies in the country it resides in.

51. The Company reserves the right to amend these Terms in any manner and at any time. The Company will notify the Customer of any amendments to the Terms either in writing or by uploading the amended Terms to the Company's website. By continuing to order goods from the Company after any such amendment, the Customer is deemed to have agreed to the amended Terms.

52. These Terms set out the entire agreement and understanding between the parties and merges all prior discussions between them. No party will be bound by any conditions, warranties or representations except as expressly provided in these Terms.

53. Any waiver, delay or failure to execute any rights by the Company shall not be deemed a waiver of that right or any further or other right of the Company. No waiver is effective unless it is in writing.

54. If any provision of these Terms is declared or adjudged to be invalid, void or unenforceable, such provision shall be severable and deemed deleted from these Terms and shall not affect the validity, existence, legality or enforceability of the remaining provisions.

55. Notices in writing must be addressed to the other party and delivered by hand or by email.

56. The Customer may not assign its rights and obligations under these Terms without the Company's prior written consent.

PERSONAL GUARANTEE

57. If you are a director(s), trustee(s) or agent(s) entering into these Terms on behalf of a Customer who is a company or trust, you agree that you are to be subject to these Terms in your personal capacity and personally undertake to ensure the payment of all money owed by the Customer to the Company. You agree to indemnify the Company against any nonpayment by the Customer and any other breach of these Terms. Any personal liability of a director, trustee or agent under these Terms will not exclude the Customer in any way from the liabilities and obligations contained in these Terms.