**Onform Ltd - Terms of Trade**

## 1. Definitions

- **"Company"** means Onform Limited, its successors and assigns or any person acting on behalf of and with the authority of the Company.
- **"Client"** means the person/s or entity buying the Goods or Services as specified in any invoice, document, or order, jointly and severally.
- **"Goods"** means all Goods or Services supplied by the Company to the Client at the Client's request from time to time.
- **"Price"** means the Price payable for the Goods as agreed between the Company and the Client.

## 2. Acceptance and Authorised Representatives

- The Client is taken to have exclusively accepted and is immediately bound by these terms and conditions if the Client places an order for or accepts Delivery.
- These terms and conditions may only be amended with the Company's consent in writing and shall prevail over any other document or agreement.
- If the Client introduces a third party to the Company as an authorised representative, that person shall have full authority to order materials or request variations on the Client's behalf until the Company is notified otherwise in writing.

## 3. Price and Payment

- At the Company's sole discretion, the Price shall be either as indicated on invoices provided, or the Company's quoted price which will be valid for thirty (30) days.
- The Company reserves the right to change the Price if a variation to the quotation is requested, including changes to original instructions or additional work caused by hidden/unidentifiable difficulties on-site.
- At the Company's sole discretion, a non-refundable deposit may be required.
- Payment may be made by cash, electronic banking, or credit card (which may incur a surcharge of up to 2.5% of the Price).
- Unless otherwise stated, the Price does not include GST. The Client must pay the Company an amount equal to any GST the Company must pay for any supply, at the same time and on the same basis as the Client pays the Price.

## 4. Delivery and Risk

- Delivery is taken to occur when the Client collects the Goods, or the Company (or nominated carrier) delivers the Goods to the Client's nominated address.
- Any time or date given by the Company is an estimate only. The Client must accept Delivery even if late, and the Company will not be liable for any loss incurred due to late Delivery.
- Risk of damage to or loss of the Goods passes to the Client on Delivery, and the Client must insure the Goods on or before Delivery.
- If the Client requests the Company to leave Goods in an unattended location, such Goods shall be left at the Client's sole risk.
- The Client must advise the Company of the precise location of all underground services on the site and clearly mark them prior to any work commencing.

## 5. Title and Personal Property Securities Act 1999 ("PPSA")

- Ownership of the Goods shall not pass until the Client has paid the Company all amounts owing and met all other obligations. We hold the right to issue a PPSR against the Client without notice.
- These terms and conditions constitute a security agreement for the purposes of the PPSA.
- A security interest is taken in all Goods previously supplied (if any) and all Goods that will be supplied in the future by the Company to the Client.
- The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131, and 132 of the PPSA.
- Unless otherwise agreed in writing, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.

## 6. Defects, Warranties, and the Consumer Guarantees Act

- The Client shall inspect the Goods on Delivery and within seven (7) days notify the Company of any alleged defect, shortage, or damage.
- If the Client fails to comply with these provisions, the Goods shall be presumed to be free from any defect or damage.
- The Company warrants that if any defect in workmanship becomes apparent and is reported within three (3) months of Delivery, the Company will (at its sole discretion) replace or remedy the workmanship.
- If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the Consumer Guarantees Act 1993 does not apply.

## 7. Intellectual Property

- Where the Company has designed, drawn, or developed Goods for the Client, the copyright in any designs, drawings, and documents shall remain the property of the Company.
- The Client agrees that the Company may (at no cost) use any documents, designs, drawings, or Goods created for the Client for the purposes of marketing.

## 8. Default and Cancellation

- Interest on overdue invoices shall accrue daily from the date when payment becomes due at a rate of two and a half percent (2.5%) per calendar month. Any collection costs will be paid by the client.
- The Client shall indemnify the Company against all costs and disbursements incurred in recovering the debt, including legal costs on a solicitor and own-client basis and collection agency costs.
- The Company may suspend or terminate the supply of Goods to the Client if the Client is in breach of any obligation, including payment.
- The Company may cancel any contract or Delivery before the Goods are delivered by giving written notice to the Client.

## 9. Privacy Act

- The Client authorises the Company to access, collect, retain, and use any information about the Client for assessing creditworthiness or marketing products and services.
- The Client authorises the Company to disclose information to any credit provider or credit reporting agency for debt collection or notifying a default.

## 10. General

- These terms and conditions shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, disease or other event beyond the reasonable control of either party.