



Watson Davies Ltd
 GST No. 125-136-478
 PO Box 10227, Te Rapa, HAMILTON 3241
 Phone: (07) 847 7139
 Email: admin@watsondavies.co.nz
 Web: www.watsondavies.co.nz

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.
 This is a Credit Account Application Form under the Construction Contracts Act 2002. Please read clause 22 on the reverse.

Customer's Details: <input type="radio"/> Individual <input type="radio"/> Sole Trader <input type="radio"/> Trust <input type="radio"/> Partnership <input type="radio"/> Company <input type="radio"/> Other:		
Full or Legal Name:		
Trading Name: <i>(if different from above)</i>		
Physical Address:	Postcode:	
Billing Address:	Postcode:	
Email Address:		
Phone No:	Fax No:	Mobile No:
Personal Details: <i>(please complete if you are an Individual)</i>		
D.O.B.	Driver's Licence No:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other — as specified)</i>		
Company Number:	Date Incorpor. (current owners):	
Nature of Business:		
Paid Up Capital: \$	Estimated Monthly Purchases: \$	Credit Limit Required: \$
Principal Place of Business is: <input type="radio"/> Rented <input type="radio"/> Owned <input type="radio"/> Mortgaged <i>(for whom):</i>		
Directors / Owners / Trustee <i>(if more than two, please attach a separate sheet)</i>		
(1) Full Name:		D.O.B.
Private Address:		Postcode:
Drivers Licence No:	Phone No:	Mobile No:
(2) Full Name:		D.O.B.
Private Address:		Postcode:
Driver's Licence No:	Phone No:	Mobile No:
Account Terms: <input type="radio"/> 20 Days <input type="radio"/> COD <input type="radio"/> Other:		
Purchase Order Required? <input type="radio"/> YES <input type="radio"/> NO	Accounts to be emailed? <input type="radio"/> YES <input type="radio"/> NO	
Accounts Email Address:		
Accounts Contact:		Phone No:
Bank and Branch:		Account No:
Trade References: <i>(please provide companies that are willing to do trade references)</i>		
Name:	Address:	Phone / Fax / Email:
1.		
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 Watson Davies Ltd, 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. I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this contract.

SIGNED (CUSTOMER): _____ SIGNED (WATSON DAVIES LTD): _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CUSTOMER'S SIGNATURE:

Signed: _____ Date: _____

Name: _____

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Watson Davies Ltd and its successors and

assigns ("Watson Davies Ltd") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply works and/or materials 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 Watson Davies Ltd of all monies which are now owing to Watson Davies Ltd by the Customer and all further sums of money from time to time owing to Watson Davies Ltd by the Customer in respect of works and materials supplied or to be supplied by Watson Davies Ltd to the Customer or any other liability of the Customer to Watson Davies Ltd, and the due observance and performance by the Customer of all its obligations contained or implied in any contract with Watson Davies Ltd, 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 Watson Davies Ltd the Guarantor will immediately on demand pay the relevant amount to Watson Davies Ltd. In consideration of Watson Davies Ltd agreeing to supply the Works 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 Watson Davies Ltd registering any interest so charged. The Guarantor irrevocably appoints Watson Davies Ltd and each director of Watson Davies Ltd 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 Watson Davies Ltd may reasonably require to:
 - (a) 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 Watson Davies Ltd 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, Watson Davies Transport (2018) Ltd in connection with:
 - (a) the supply of works and/or materials to the Customer; or
 - (b) the recovery of monies owing to Watson Davies Ltd by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Watson Davies Ltd's nominee's costs of collection and legal costs; or
 - (c) monies paid by Watson Davies Ltd with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Watson Davies Ltd, the Customer, and a third party or any combination thereof, over the supply of works and/or materials by Watson Davies Ltd to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

3. I/We have received, read and understood Watson Davies Ltd'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 Watson Davies Ltd 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 Watson Davies Transport (2018) Ltd'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 Watson Davies Ltd, each Guarantor shall be a principal debtor and liable to Watson Davies Ltd accordingly. If any payment received or recovered by Watson Davies Ltd is avoided by law such payment shall be deemed not to have discharged the liability of the Guarantor, and the Guarantor and Watson Davies Ltd shall each be restored to the position in which they would have been had no such payment been made.
6. 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, and the obligations and agreements on the part of the Guarantor contained in this Guarantee and Indemnity shall bind them jointly and severally.
7. 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 Watson Davies Ltd.
8. I/we irrevocably authorise Watson Davies Ltd to obtain from any person or company any information which Watson Davies Ltd may require for credit reference purposes. I/We further irrevocably authorise Watson Davies Ltd 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 Watson Davies Ltd as a result of this Guarantee and Indemnity being actioned by Watson Davies Ltd.
9. The above information is to be used by Watson Davies Ltd for all purposes in connection with Watson Davies Ltd considering this Guarantee and Indemnity and the subsequent enforcement of the same.
- 10.

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

GUARANTOR-2
 SIGNED: _____
 FULL NAME: _____
 HOME ADDRESS: _____
 DATE OF BIRTH: _____
 SIGNATURE OF WITNESS: _____
 NAME OF WITNESS: _____
 OCCUPATION: _____
 PRESENT ADDRESS: _____
 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

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

Watson Davies Ltd – Terms & Conditions of Trade

Definitions	<p>"Watson Davies Transport (2018) Ltd" means Schick Civil Construction Limited T/A Watson Davies Transport (2018) Ltd, its successors and assignees or any person acting on behalf of and with the authority of Schick Civil Construction Limited T/A Watson Davies Transport (2018) Ltd.</p>	<p>Customer means Watson Davies Transport (2018) Ltd's discretion. Under no circumstances may such designs, drawings and documents be used without the express written approval of Watson Davies Transport (2018) Ltd.</p>
1.2	<p>"Customer" means the persons or any person acting on behalf of and with the authority of the Customer requesting Watson Davies Transport (2018) Ltd to provide the Works as specified in any proposal, quotation, order, invoice or other document, and:</p> <p>(a) if there is more than one Customer, it is a reference to each Customer jointly and severally; and</p> <p>(b) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and</p> <p>(c) includes but not limited to executors, administrators, successors and permitted assigns.</p>	<p>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 the GST (where applicable) that may be applied in addition to the Price except where they are expressly included in the Price.</p>
2.	<p>"Works" means all Works or Materials supplied by Watson Davies Transport (2018) Ltd to the Customer at the Customer's request from time to time (where the context so permits the terms "Works" or "Materials" shall be interchangeable with the other).</p> <p>"Price" means the Price payable (plus any Goods and Services Tax (GST) where applicable) for the Works as agreed between Watson Davies Transport (2018) Ltd and the Customer in accordance with clause 6 below.</p>	<p>Watson Davies Transport (2018) Ltd has not and will not at any time assume any obligation as the Customer's agent or otherwise which may be imposed upon the Customer from time to time pursuant to the terms of the Materials or the HSW Act in connection with the engagement. The parties agree that for the purposes of the HSW Act, Watson Davies Transport (2018) Ltd shall not be the person who controls the place of work in terms of the HSW Act.</p>
2.1	<p>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 Works.</p>	<p>Provision of the Works</p> <p>Subject to clause 7.2 it is Watson Davies Transport (2018) Ltd's responsibility to ensure that the Works start as soon as it is reasonably possible.</p> <p>The Works' commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Watson Davies Transport (2018) Ltd claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond Watson Davies Transport (2018) Ltd's control and is not limited to any failure by the Customer to:</p> <p>(a) make a selection; or</p> <p>(b) have the site ready for the Works; or</p> <p>(c) notify Watson Davies Transport (2018) Ltd that the site is ready.</p>
2.2	<p>These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other conditions or contract between the Customer and Watson Davies Transport (2018) Ltd.</p>	<p>Site Access and Condition</p> <p>The Customer warrants that Watson Davies Transport (2018) Ltd has clear and free access to the work site at all times to enable them to undertake the Works. Watson Davies Transport (2018) Ltd shall not be liable for any loss or damage to the site (including, without limitation, damage to overhead power lines, trees, pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Watson Davies Transport (2018) Ltd.</p> <p>It is the responsibility of the Customer to ensure that access is suitable to accept cranes or other equipment as may be deemed necessary by Watson Davies Transport (2018) Ltd. The Customer agrees to indemnify Watson Davies Transport (2018) Ltd against all costs incurred by Watson Davies Transport (2018) Ltd in recovering such vehicles in the event they become bogged or otherwise immovable.</p> <p>It is the intention of Watson Davies Transport (2018) Ltd and agreed by the Customer that it is the Customer's responsibility to provide by Watson Davies Transport (2018) Ltd access to the works, adequate access to available water, electricity, toilet and washing facilities.</p>
2.4	<p>Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act and any Regulations referred to in that Act.</p>	<p>Watson Davies Transport (2018) Ltd and the Customer agree that ownership of the Materials shall not pass until:</p> <p>(a) the Customer has paid Watson Davies Transport (2018) Ltd all amounts owing to Watson Davies Transport (2018) Ltd; and</p> <p>(b) the Customer has met all of their other obligations to Watson Davies Transport (2018) Ltd.</p>
3.1	<p>The Customer acknowledges and accepts that Watson Davies Transport (2018) Ltd shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):</p> <p>(a) resulting from an inadvertent mistake made by Watson Davies Transport (2018) Ltd in the formation and/or administration of this contract; and/or</p> <p>(b) contained in or omitted from any literature (hard copy and/or electronic) supplied by Watson Davies Transport (2018) Ltd.</p>	<p>Site Access and Condition</p> <p>The Customer warrants that Watson Davies Transport (2018) Ltd has clear and free access to the work site at all times to enable them to undertake the Works. Watson Davies Transport (2018) Ltd shall not be liable for any loss or damage to the site (including, without limitation, damage to overhead power lines, trees, pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Watson Davies Transport (2018) Ltd.</p> <p>It is the responsibility of the Customer to ensure that access is suitable to accept cranes or other equipment as may be deemed necessary by Watson Davies Transport (2018) Ltd. The Customer agrees to indemnify Watson Davies Transport (2018) Ltd against all costs incurred by Watson Davies Transport (2018) Ltd in recovering such vehicles in the event they become bogged or otherwise immovable.</p> <p>It is the intention of Watson Davies Transport (2018) Ltd and agreed by the Customer that it is the Customer's responsibility to provide by Watson Davies Transport (2018) Ltd access to the works, adequate access to available water, electricity, toilet and washing facilities.</p>
3.2	<p>In the event such error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of Watson Davies Transport (2018) Ltd, the Customer shall not be entitled to treat this contract as repudiated, nor render it invalid.</p>	<p>Price</p> <p>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 the GST (where applicable) that may be applied in addition to the Price except where they are expressly included in the Price.</p>
4.	<p>Authorised Representatives</p> <p>Unless otherwise limited as per clause 4.2 the Customer agrees that should the Customer introduce any third party to Watson Davies Transport (2018) Ltd as the Customer's duly authorised representative, that one introduced that person shall have the full authority of the Customer to order any Materials or Works on the Customer's behalf and to accept delivery of the Works on the Customer's behalf (such authority to continue until all requested Works have been completed or the Customer otherwise notifies Watson Davies Transport (2018) Ltd in writing that said person is no longer the Customer's duly authorised representative).</p>	<p>Defects in Materials</p> <p>The Customer shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being the essence) notify Watson Davies Transport (2018) Ltd in writing of any alleged defect, shortage or failure to comply with the description or to the quantity specified in the order. The Customer shall have the opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defects or damage of whatever kind from the time that Watson Davies Transport (2018) Ltd has agreed in writing that the Customer is entitled to reject, Watson Davies Transport (2018) Ltd's liability is limited to either (at Watson Davies Transport (2018) Ltd's discretion) replacing the Materials or accepting the Materials.</p>
4.2	<p>In the event that the Customer's duly authorised representative as per clause 4.1 is to have any limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise Watson Davies Transport (2018) Ltd 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 for the actions of any such representative as per clause 4.1 and for any limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise Watson Davies Transport (2018) Ltd in writing of the parameters of the limited authority granted to their representative.</p>	<p>Defects in Materials</p> <p>The Customer shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being the essence) notify Watson Davies Transport (2018) Ltd in writing of any alleged defect, shortage or failure to comply with the description or to the quantity specified in the order. The Customer shall have the opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defects or damage of whatever kind from the time that Watson Davies Transport (2018) Ltd has agreed in writing that the Customer is entitled to reject, Watson Davies Transport (2018) Ltd's liability is limited to either (at Watson Davies Transport (2018) Ltd's discretion) replacing the Materials or accepting the Materials.</p>
5.1	<p>Control</p> <p>The Customer shall give Watson Davies Transport (2018) Ltd 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 name, address, telephone number, email address, or contact details of trustees, or business practice). The Customer shall be liable for any loss incurred by Watson Davies Transport (2018) Ltd as a result of the Customer's failure to comply with this clause.</p>	<p>Defects in Materials</p> <p>The Customer shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being the essence) notify Watson Davies Transport (2018) Ltd in writing of any alleged defect, shortage or failure to comply with the description or to the quantity specified in the order. The Customer shall have the opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defects or damage of whatever kind from the time that Watson Davies Transport (2018) Ltd has agreed in writing that the Customer is entitled to reject, Watson Davies Transport (2018) Ltd's liability is limited to either (at Watson Davies Transport (2018) Ltd's discretion) replacing the Materials or accepting the Materials.</p>
6.1	<p>Price and Payment</p> <p>At Watson Davies Transport (2018) Ltd's sole discretion the Price shall be either:</p> <p>(a) as indicated on invoices provided by Watson Davies Transport (2018) Ltd to the Customer in respect of Works performed or Materials supplied; or</p>	<p>Defects in Materials</p> <p>The Customer shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being the essence) notify Watson Davies Transport (2018) Ltd in writing of any alleged defect, shortage or failure to comply with the description or to the quantity specified in the order. The Customer shall have the opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defects or damage of whatever kind from the time that Watson Davies Transport (2018) Ltd has agreed in writing that the Customer is entitled to reject, Watson Davies Transport (2018) Ltd's liability is limited to either (at Watson Davies Transport (2018) Ltd's discretion) replacing the Materials or accepting the Materials.</p>
6.2	<p>Watson Davies Transport (2018) Ltd reserves the right to change the Price.</p> <p>(a) if a variation to the Materials which are to be supplied is requested or</p> <p>(b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or</p> <p>(c) where additional Works are required due to the discovery of hidden or unforeseen conditions, including but not limited to poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party not being completed, obscured building defects, change of design, hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and cables, which are only discovered on commencement of the Works; or</p> <p>(d) in the event of increases to Watson Davies Transport (2018) Ltd in the cost of labour or materials which are beyond Watson Davies Transport (2018) Ltd's control.</p>	<p>Defects in Materials</p> <p>The Customer shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being the essence) notify Watson Davies Transport (2018) Ltd in writing of any alleged defect, shortage or failure to comply with the description or to the quantity specified in the order. The Customer shall have the opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defects or damage of whatever kind from the time that Watson Davies Transport (2018) Ltd has agreed in writing that the Customer is entitled to reject, Watson Davies Transport (2018) Ltd's liability is limited to either (at Watson Davies Transport (2018) Ltd's discretion) replacing the Materials or accepting the Materials.</p>
6.3	<p>Watson Davies Transport (2018) Ltd reserves the right to change the Price.</p> <p>(a) if a variation to the Materials which are to be supplied is requested or</p> <p>(b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or</p> <p>(c) where additional Works are required due to the discovery of hidden or unforeseen conditions, including but not limited to poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party not being completed, obscured building defects, change of design, hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and cables, which are only discovered on commencement of the Works; or</p> <p>(d) in the event of increases to Watson Davies Transport (2018) Ltd in the cost of labour or materials which are beyond Watson Davies Transport (2018) Ltd's control.</p>	<p>Defects in Materials</p> <p>The Customer shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being the essence) notify Watson Davies Transport (2018) Ltd in writing of any alleged defect, shortage or failure to comply with the description or to the quantity specified in the order. The Customer shall have the opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defects or damage of whatever kind from the time that Watson Davies Transport (2018) Ltd has agreed in writing that the Customer is entitled to reject, Watson Davies Transport (2018) Ltd's liability is limited to either (at Watson Davies Transport (2018) Ltd's discretion) replacing the Materials or accepting the Materials.</p>
6.4	<p>Watson Davies Transport (2018) Ltd reserves the right to change the Price.</p> <p>(a) if a variation to the Materials which are to be supplied is requested or</p> <p>(b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or</p> <p>(c) where additional Works are required due to the discovery of hidden or unforeseen conditions, including but not limited to poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party not being completed, obscured building defects, change of design, hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and cables, which are only discovered on commencement of the Works; or</p> <p>(d) in the event of increases to Watson Davies Transport (2018) Ltd in the cost of labour or materials which are beyond Watson Davies Transport (2018) Ltd's control.</p>	<p>Defects in Materials</p> <p>The Customer shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being the essence) notify Watson Davies Transport (2018) Ltd in writing of any alleged defect, shortage or failure to comply with the description or to the quantity specified in the order. The Customer shall have the opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defects or damage of whatever kind from the time that Watson Davies Transport (2018) Ltd has agreed in writing that the Customer is entitled to reject, Watson Davies Transport (2018) Ltd's liability is limited to either (at Watson Davies Transport (2018) Ltd's discretion) replacing the Materials or accepting the Materials.</p>
6.5	<p>Watson Davies Transport (2018) Ltd reserves the right to change the Price.</p> <p>(a) if a variation to the Materials which are to be supplied is requested or</p> <p>(b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or</p> <p>(c) where additional Works are required due to the discovery of hidden or unforeseen conditions, including but not limited to poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party not being completed, obscured building defects, change of design, hard rock barriers below the surface, iron reinforcing rods in concrete, or hidden pipes and cables, which are only discovered on commencement of the Works; or</p> <p>(d) in the event of increases to Watson Davies Transport (2018) Ltd in the cost of labour or materials which are beyond Watson Davies Transport (2018) Ltd's control.</p>	<p>Defects in Materials</p> <p>The Customer shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being the essence) notify Watson Davies Transport (2018) Ltd in writing of any alleged defect, shortage or failure to comply with the description or to the quantity specified in the order. The Customer shall have the opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defects or damage of whatever kind from the time that Watson Davies Transport (2018) Ltd has agreed in writing that the Customer is entitled to reject, Watson Davies Transport (2018) Ltd's liability is limited to either (at Watson Davies Transport (2018) Ltd's discretion) replacing the Materials or accepting the Materials.</p>
6.6	<p>Time for payment for the Works being of the essence, the Price will be payable by the Customer on the dates determined by Watson Davies Transport (2018) Ltd, which may be:</p> <p>(a) before commencement of the Works and/or delivery of the Materials; or</p> <p>(b) on completion of the Works; or</p> <p>(c) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;</p> <p>(d) the date specified on any invoice or other form as being the date of payment; or</p> <p>(e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Watson Davies Transport (2018) Ltd.</p>	<p>Defects in Materials</p> <p>The Customer shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being the essence) notify Watson Davies Transport (2018) Ltd in writing of any alleged defect, shortage or failure to comply with the description or to the quantity specified in the order. The Customer shall have the opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defects or damage of whatever kind from the time that Watson Davies Transport (2018) Ltd has agreed in writing that the Customer is entitled to reject, Watson Davies Transport (2018) Ltd's liability is limited to either (at Watson Davies Transport (2018) Ltd's discretion) replacing the Materials or accepting the Materials.</p>
6.7	<p>Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Customer and Watson Davies Transport (2018) Ltd. 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 Watson Davies Transport (2018) Ltd nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>Unless otherwise stated this Price does not include GST. In addition to the Price, the Customer must pay to Watson Davies Transport (2018) Ltd an amount equal to any GST (where applicable) that may be applied in addition to the Price except where they are expressly included in the Price.</p>	<p>Defects in Materials</p> <p>The Customer shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being the essence) notify Watson Davies Transport (2018) Ltd in writing of any alleged defect, shortage or failure to comply with the description or to the quantity specified in the order. The Customer shall have the opportunity to inspect the Materials within a reasonable time following delivery if the Customer believes the Materials are defective in any way. If the Customer shall fail to comply with these provisions the Materials shall be presumed to be free from any defects or damage of whatever kind from the time that Watson Davies Transport (2018) Ltd has agreed in writing that the Customer is entitled to reject, Watson Davies Transport (2018) Ltd's liability is limited to either (at Watson Davies Transport (2018) Ltd's discretion) replacing the Materials or accepting the Materials.</p>

- (c) by sending it by registered post to the address of the other party as stated in this contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party's last known email 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
- 24.1 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 Watson Davies Transport (2018) Ltd may have notice of the Trust, the Customer covenants with Watson Davies Transport (2018) Ltd as follows:
- (a) the contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and 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.
 - (c) The Customer will not without consent in writing of Watson Ltd will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.
- 25.1 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, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 25.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 25.3 Watson Davies Transport (2018) Ltd 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 Watson Davies Transport (2018) Ltd of these terms and conditions (alternatively Watson Davies Transport (2018) Ltd's liability shall be limited to damages which under no circumstances shall exceed the Price of the Works).
- 25.4 Watson Davies Transport (2018) Ltd may licence and/or assign all or any part of its rights and/or obligations under this contract without the Customer's consent.
- 25.5 The Customer cannot licence or assign without the written approval
- 25.6 Watson Davies Transport (2018) Ltd may elect to subcontract out any part of the Works 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 Watson Davies Transport (2018) Ltd's sub-contractors without the authority of Watson Davies Transport
- 25.7 The Customer agrees that Watson Davies Transport (2018) Ltd may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date
- time as the Customer makes a further request for Watson Davies Transport (2018) Ltd to provide Works to the Customer.
- 25.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 25.9 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.