

CREDIT ACCOUNT APPLICATION

Please complete all sections and read the Terms and Conditions over the page.

Customer Details: <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other:				
Full or Legal Name:				
Trading Name:				
Physical Address:				Postcode:
Billing Address:				Postcode:
Email Address:		Do you consent to receiving marketing emails?		YES NO
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 Incorp. <i>(current owners):</i>		
Nature of Business:			GST No: <i>(if applicable)</i>	
NZBN Number:	Estimated Monthly Purchases: \$	Credit Limit Required: \$		
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to 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:
Driver's 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="checkbox"/> 20th of month following Invoice <input type="checkbox"/> Other:				
Purchase Order Required?		<input type="checkbox"/> YES <input type="checkbox"/> NO	Accounts to be emailed? <input type="checkbox"/> YES <input type="checkbox"/> 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 (overleaf) of Versatile Paints & Adhesives 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 (VERSATILE PRODUCTS): _____
Name: _____	Name: _____
Position: _____	Position: _____
Date: _____	Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

TERMS & CONDITIONS

1. DEFINITIONS

- 1.1. If applicable, capitalised terms have the meaning given to them in this Agreement. In addition, the following definitions apply in this Agreement:
- 1.2. 'Supplier,' 'we,' or 'us' means Versatile Products (BOP) Limited trading as Versatile Paints & Adhesives (our successors and assigns) or any person acting with the authority of Versatile Products (BOP) Limited.
- 1.3. 'Customer,' 'you,' or 'your' means the Customer purchasing Goods from us or any person acting on your behalf (including authorised agents).
- 1.4. 'Goods' means all Goods, Services and advice we provide to you and shall include, without limitation, the supply of products.
- 1.5. 'Price' means the Price of the Goods (in accordance with clause 6).
- 1.6. 'Agreement' means these terms & conditions of trade, as may be amended from time to time (including our privacy policy and any orders, purchases or schedules as applicable).
- 1.7. 'Amounts Owing' means any amount you owe to us, from time to time, including the Price, any interest payable, any of your liability under this Agreement and any enforcement expenses we incur in seeking payment of any Amounts Owing.
- 1.8. 'Business Day' means Monday to Friday, excluding public holidays in New Zealand.
- 1.9. 'Confidential Information' means all information that could be reasonably regarded in the circumstances as confidential, including information that relates to the business, interests or affairs of a party, this Agreement, the Goods (as applicable), and intellectual property rights, but excludes information which is:
 - (a) in the public domain, other than as a result of a breach of this Agreement;
 - (b) in the possession of a party prior to the commencement of this Agreement without any obligation of confidentiality; and
 - (c) is independently developed or acquired by a party prior to the commencement of this Agreement without relying on information that would itself be Confidential Information.
- 1.10. 'Event of Default' means your failure to comply with this Agreement (including your obligations in clause 6).
- 1.11. 'Insolvency Event' means an event of insolvency or bankruptcy, including:
 - (a) the appointment of an insolvency administrator, manager, receiver or liquidator;
 - (b) any action related to winding up or making a material arrangement in relation to creditors;
 - (c) applying for any type of protection against creditors;
 - (d) being unable to pay your debts as they fall due; or
 - (e) taking or suffering any similar or analogous action in any jurisdiction due to debt.
- 1.12. 'Personnel' means directors, officers, employees, agents and contractors.
- 1.13. 'CCLA' means the Contract and Commercial Law Act 2017.
- 1.14. 'PPSA' means the Personal Property Securities Act 1999.
- 1.15. 'Security Agreement' and 'Security Interest' have the meanings given to them in Part 2, sections 16 and 17 of the PPSA.
- 1.16. 'Regulator' means any authority, commission, government department, court, tribunal, or similar having regulatory or supervisory authority over the parties or Goods.
- 1.17. 'Related Company' has the meaning given to it in Part 1, section 2(3) of the Companies Act 1993.

2. INTERPRETATION

- 2.1. In this Agreement, unless the context otherwise requires:
 - (a) headings are for convenience only and do not affect interpretation;
 - (b) a reference to legislation includes all regulations, orders, instruments, codes, guidelines or determinations issued under that legislation or any modification, consolidation, amendment, re-enactment, replacement or codification of it;
 - (c) a reference to 'in writing' includes by email;
 - (d) the words 'include' or 'including' or similar expressions are to be construed without limitation;
 - (e) a reference to a party shall include that party's successors, permitted assigns and substitutes; and
 - (f) a word importing the singular includes the plural and vice versa.

3. ACCEPTANCE

- 3.1. All orders are subject to our acceptance. We may (at our sole discretion) accept any order in whole or part by issuing an invoice for the applicable Goods, delivering the Goods or otherwise confirming the order in writing.
- 3.2. You acknowledge and accept that:
 - (a) the supply of Goods on credit may not take effect until you have completed a credit application with us and it has been approved, with a credit limit established for the account;
 - (b) if the supply of Goods requested exceeds your credit limit or the account exceeds the payment terms, we reserve the right to refuse further delivery;
 - (c) where necessary, this Agreement will be modified or amended to the extent required to comply with any applicable legislation; and
 - (d) this Agreement shall supersede any other document or agreement between both parties.
- 3.3. If you place an order for or accept any Goods from us, you are taken to accept this Agreement and are bound jointly and severally (including if you are part of a trust, in which case you shall be bound in your capacity as a trustee). You do not need to sign any formal documentation to indicate your acceptance. It will be assumed from you continuing to order any Goods.
- 3.4. Your acceptance of this Agreement shall continue to all future orders, purchases, or schedules (as applicable). This Agreement will be or is deemed to be incorporated into and form part of each order, purchase, or schedule as if this Agreement were set out or implied therein in full.
- 3.5. Both parties shall accept electronic signatures (including acceptance by a receiving mail server), provided they have complied with sections in Part 4, subpart 3, and all other relevant sections in Part 4 of the CCLA.

4. AUTHORISED AGENTS

- 4.1. We are not obligated to enquire about the authority of any person placing an order on your behalf.
- 4.2. If you introduce any third party to us as your authorised agent, you agree that the agent shall have your full authority to order any Services on your behalf, and such authority shall continue until the Services have been completed or you notify us in writing that the third party is no longer your authorised agent.
- 4.3. Where your authorised agent is to have only limited authority to act on your behalf, you must explain the parameters of the limited authority to us in writing.

5. CHANGES TO DETAILS

- 5.1. You agree that you will give us (addressed to the financial controller or equivalent) not less than fourteen (14) days prior written notice of any proposed change to your name or any other changes to your details (including changes to the ownership of the company, address, email, contact phone or business structure).
- 5.2. You acknowledge and accept that if you fail to comply with clause 5.1, you will breach this Agreement and shall be liable for any expense or loss of profit we suffer (including any Related Company).

6. PRICE AND PAYMENT

- 6.1. You will pay us the Price set out in any quotation or documentation that we provide to you under this Agreement, plus any 'Goods and Services Tax' (as defined and imposed in Part 2, section 8(1) of the Goods and Services Tax Act 1985 (GST)).
- 6.2. Unless otherwise agreed in writing, the Price shall be:
 - (a) indicated on invoices provided to you in respect of the Goods; or
 - (b) our quoted Price, which will be binding, subject to your acceptance of our quotation in writing within sixty (60) days and clause 7.
- 6.3. If the Price is not set out in quotations or other documentation, or is agreed orally, the Price for the relevant Goods will be at our standard rate, as set out in our current Price list, or at a rate we notify you of.
- 6.4. Any provision for a 'pay when paid' clause or a 'pay if paid' clause shall not apply to us when we provide Goods.
- 6.5. The Price will be payable on the dates we determine (at our sole discretion), which may be:
 - (a) before delivery of the Goods;
 - (b) by way of instalments in accordance with our agreed payment schedule;
 - (c) due twenty (20) days following the end of the month in which a statement or invoice is sent to your email or address; or
 - (d) upon receipt of the invoice (if specified).
- 6.6. We reserve the right at any time to alter any Price lists. Any alterations to the Price list will take effect on the specified date and apply to all orders or purchases we accept on or after that date.

- 6.7. Payment may be made by online banking or any other payment method we agree to in writing.
- 6.8. Payment in any form other than cash shall not be taken to be payment for the Amounts Owing, and all ownership rights of the Goods remain with us until that form of payment has been cleared and received in accordance with clause 18.1.
- 6.9. We may require that you pay a deposit or provide a guarantee as security for paying any Amounts Owing.
- 6.10. You shall not withhold payment of any Amounts Owing because part of an order is disputed, and if part of an order for the Goods is disputed, you agree that you will:
 - (a) perform all of your obligations to us under this Agreement and pay in full any Amounts Owing except for the amount that is in dispute; and
 - (b) provide a specific and detailed explanation of the dispute in writing within seven (7) days from delivery.
- 6.11. If an Insolvency Event occurs, all Amounts Owing will (whether or not due for payment) immediately become due and payable.

7. VARIATIONS

- 7.1. We reserve the right to change the quoted Price if:
 - (a) there is any change to the Services, including: (i) any information you provide is inaccurate; (ii) there is an increase or decrease in the quantity of the Goods; (iii) you request any change to plans or specifications; (iv) there is a change in the character or quality of any Goods or the Services; or (v) there is any changes to the timing or sequencing of the Services;
 - (b) additional Services are required due to: (i) limitations to accessing the Worksite (including if heavy machinery or trucks are unable to access the Worksite or if access issues require us to transport the Goods manually); or (ii) health and safety considerations; or
 - (c) the cost of Goods increases due to changes beyond our control, including: (i) economic factors such as inflation or supply shortages; (ii) any taxes imposed by any Regulator; (iii) overseas transactions that may increase due to variations in foreign currency rates of exchange; or (iv) international freight and insurance charges.
- 7.2. The Price will be adjusted to reflect any additional costs or expenses we incur arising from any instruction received from you (or your authorised agent) or any action or inaction on your part.
- 7.3. Where you request us to estimate the quantity of the Goods to be supplied from sketches, plans, schedules, specifications or otherwise, you agree to pay for any variation between the estimate and the actual quantities provided, and this Agreement shall be deemed to be adjusted accordingly to reflect the increased Price.
- 7.4. You agree not to negotiate any variations directly with our subcontractors or merchants without our written consent.

8. DELIVERY

- 8.1. Delivery of the Goods is taken to occur at the time that:
 - (a) you or your nominated carrier takes possession of the Goods at our address; or
 - (b) we (or our nominated carrier) deliver the Goods to your nominated address (even if you are not present at the address).
- 8.2. We shall not be liable for any delay caused by:
 - (a) variations to orders;
 - (b) if Goods are unavailable;
 - (c) any matter covered in clause 26.8 of this Agreement;
 - (d) suspensions of the Services by either party;
 - (e) dispute resolution procedures invoked by either party in circumstances that, in our reasonable opinion, make it impracticable to proceed as otherwise planned, or legal proceedings relating to the Services, commenced or threatened by a third party in circumstances that make it impractical for us to proceed; or
 - (f) any other matter outside our reasonable control.
- 8.3. Where we deliver the Goods, you agree to:
 - (a) ensure we have all-weather access to the Worksite to enable us to deliver the Goods and locate, mark and advise us of all pipes, cabling and other utilities that are on, near, or adjacent to the delivery point and of any actual or possible hazards on the land or premises where the Goods are to be delivered; and
 - (b) indemnify us against any costs or damages incurred in the delivery of the Goods (including, if you designate an off-road delivery, you accept all additional costs in returning the delivery vehicle to the road, provided we have acted with reasonable care and skill).
- 8.4. At our sole discretion, the cost of delivery is in addition to the Price.
- 8.5. We will deliver the Goods to the delivery location we agree to in writing. You acknowledge that you are responsible for ensuring that we have reasonable access to the delivery address and adequate room for unloading. You indemnify us against all costs and liabilities incurred with or arising from the delivery or unloading (excluding our negligence).
- 8.6. If you instruct us to use a particular method of carriage, we will prioritise the method designated, but if that method cannot be conveniently provided, you unconditionally authorise us to have the Goods delivered by any method we choose. You authorise us to arrange carriage of any Goods with any subcontractor we nominate. You further agree that we may deliver the Goods by any route, means or carrier we deem necessary.
- 8.7. If we are unable to supply the Goods as agreed solely due to your action or inaction, we shall be entitled to charge a reasonable fee for resupplying the Goods at a later date and time (including storage of the Goods, if applicable).
- 8.8. Any time specified for delivery of the Goods is an estimate only, and we will not be liable for any expenses or losses arising from your reliance on such estimate. You may not cancel any order for any delay in delivery of less than fourteen (14) days after our estimated delivery time, or for any delay caused by an event beyond our control.
- 8.9. We may deliver the Goods in separate instalments, which will be invoiced and paid as individual transactions.

9. GOODS SUPPLIED

- 9.1. You accept that the supply of Goods for accepted orders may be subject to availability. If, for any reason, Goods are not or cease to be available, we reserve the right to substitute comparable Goods and vary the Price (in accordance with clause 7). In all such cases, we will notify you in advance of any such substitution and reserve the right to place your order on hold until both parties agree to such changes.

10. ERRORS AND OMISSIONS

- 10.1. You agree that we have no liability regarding any errors or omissions:
 - (a) resulting from any unintentional mistake made in the formation or administration of this Agreement; or
 - (b) contained in any documentation supplied to you regarding the Goods.
- 10.2. If such an error or omission occurs that is not attributable to our negligence or wilful misconduct, all obligations or rights under or in connection with this Agreement shall continue in full force and effect.

11. DEFECTS

- 11.1. You shall inspect all Goods immediately upon delivery and shall notify us of any alleged defect, shortage in quantity, damage, or any other issue within five (5) days from the date of delivery.
- 11.2. If you do not notify us within the five (5) day timeframe (in accordance with clause 11.1), the Goods shall be presumed to be free of defects, and we will consider all Goods to be supplied free from any defect or other issue (subject to clause 15.1).
- 11.3. You shall allow us to inspect the Goods within ten (10) days from the delivery date if you believe the Goods are defective.

12. RETURNS AND WARRANTIES

- 12.1. Return of the Goods will only be accepted (at our sole discretion) provided that:
 - (a) we have agreed in writing to accept the return of the Goods;
 - (b) the Goods are returned in the condition in which they were received (in as new condition as is reasonably possible);
 - (c) the Goods have been stored or used correctly; and
 - (d) the return of any Goods for credit may incur a restocking fee of fifteen percent (15%) of the value of the Goods (and any additional freight costs we incur).
- 12.2. If the Goods are damaged in transit, you must send us a written request for replacement, together with the delivery docket and evidence that, at the time of receipt, the Goods were endorsed as damaged prior to unloading.
- 12.3. Any written warranty we provide to you will also form part of this Agreement.
- 12.4. We do not provide any warranty that the Goods are fit or suitable for the purposes for which you require them, and we shall not be liable if they are not.
- 12.5. For Goods we do not manufacture, the warranty shall be the current warranty provided by the manufacturer, and we shall not be bound by any condition, representation, or warranty other than that provided by the manufacturer.

13. PRIVACY

- 13.1. You authorise us, and any of our authorised agents, to collect, use, retain, and disclose 'personal information' (as defined in Part 1, Section 7 of the Privacy Act 2020) relating to you and your personnel, which you or they have provided to us, for the purposes set out below:
- (a) exercising our rights or performing our obligations under this Agreement;
 - (b) using the services of credit reporting and debt collection agencies, and you consent to us disclosing personal information (including any information about an Event of Default or repayment history) to a credit reporter, who may hold that information and use it to provide its credit reporting services;
 - (c) monitoring your credit file with credit reporting agencies;
 - (d) registering any Security Interest under this Agreement;
 - (e) direct marketing purposes (including by email and other electronic means), unless you notify us that you do not wish to receive direct marketing; and
 - (f) the use or transfer of personal information to a Related Company in connection with the performance of our obligations or exercise of our rights under this Agreement.
- 13.2. You (if you are an individual) have the right under information privacy principles 6 and 7, and under the provisions of Part 4, subpart 1 and Part 4, subpart 2 of the Privacy Act 2020 (as amended by the Privacy Amendment Act 2025 (PAA 2025)), to access and to request correction of any personal information that we hold about you.
- 13.3. If you provide us with any personal information about a third party (including any member of your Personnel), you confirm and warrant that you are authorised to do so by the relevant individual and that you have informed the individual that:
- (a) their personal information may be collected by us indirectly, in accordance with the information privacy principles of the Privacy Act 2020 (as amended by the PAA 2025); and
 - (b) they have the right to contact us to access, and, if applicable, request the correction of, any personal information we hold about them.
- 13.4. If the Services are expected to involve sharing any data sets or other personal information, we will enter into a separate data protection agreement with you.
- 13.5. If you do not provide the requested personal information, we may be unable to perform our obligations under this Agreement.

14. CONFIDENTIAL INFORMATION AND INTELLECTUAL PROPERTY

- 14.1. Each party must keep confidential all Confidential Information, however, nothing in clause 14 prevents a party from disclosing Confidential Information:
- (a) in the circumstances expressly provided for in this Agreement;
 - (b) if the disclosure is required by law or Regulator (but only to the extent necessary); or
 - (c) if the disclosure is reasonably required to enable a party to perform its obligations or enforce its rights under this Agreement.
- 14.2. We may disclose Confidential Information to a Related Company and their Personnel on a 'need to know' basis, provided that person is under a duty to keep the Confidential Information confidential in accordance with this Agreement.
- 14.3. You acknowledge and agree that we own:
- (d) all right, title and interest in the Goods or Services at all times (including all intellectual property rights); and
 - (e) any new Intellectual Property created as a result of or in connection with the provision of the Goods or Services.
- 14.4. If, notwithstanding clause 14.3, any Intellectual Property rights in any of the Goods or Services vest in you, you assign those Intellectual Property rights to us with effect from creation and agree to do all things we reasonably require to give effect to such assignment.
- 14.5. You warrant that the use of any designs, instructions, plans, specifications or other technical information you provide will not infringe the intellectual property rights of any other person and indemnify us against any expenses or losses (including full legal costs on a solicitor client-basis) that we may incur or suffer in the event of any such infringement.

15. CONSUMER GUARANTEES ACT 1993 & FAIR TRADING ACT 1986

- 15.1. Subject to clause 15.2, nothing in this Agreement will affect any rights you may have as a 'consumer' (as defined under the Consumer Guarantees Act 1993 (CGA)) under the CGA.
- 15.2. For the purposes of section 2 and Part 5, section 43(2) of the CGA, the parties acknowledge and agree that, if you are acquiring, or hold yourself out as acquiring, the Goods in trade:
- (a) to the extent permitted by law, you are contracting out of the CGA (to the extent that the CGA would otherwise apply to any matters covered by this Agreement); and
 - (b) it is fair and reasonable for the parties to be bound by clause 15.2.
- 15.3. If you are acquiring the Goods to resupply the Goods in trade, you undertake that you will:
- (a) contract out of the CGA to the maximum extent permitted by law in your contracts with your customers; and
 - (b) procure that your customers and each person in the distribution chain thereafter contract out of the CGA to the maximum extent permitted by law in their contracts with customers.
- 15.4. For the purposes of section 5D of the Fair Trading Act 1986 (FTA), the parties acknowledge and agree that if you are acquiring, or hold yourself out as acquiring, the Goods in trade:
- (a) to the extent permitted by law, you are contracting out of sections 9, 12A and 13 of the FTA; and
 - (b) it is fair and reasonable for the parties to be bound by clause 15.4.
- 15.5. You will indemnify us against any expenses or losses we incur due to your breach of clause 15.

16. CANCELLATION

- 16.1. Once we have accepted an order, it can only be cancelled, varied or suspended (whether in whole or in part) upon the following conditions:
- (a) no cancellation, variation or suspension will be effective or recognised unless, and only to the extent that we agree in writing to such cancellation, variation or suspension; and
 - (b) you agree to pay all costs, expenses, and liabilities we incur as a consequence of cancelling, varying, or suspending the order.
- 16.2. If either party cancels this Agreement, the cancellation shall take effect on the service of a notice on the other party (in accordance with clause 26.7) advising of the cancellation and the reason for the cancellation.
- 16.3. Orders to your specifications or non-stock-list items cannot be cancelled once production has commenced.
- 16.4. If you cancel this Agreement, you agree that we are entitled to:
- (a) charge for any reasonable loss of profit; and
 - (b) forfeit your deposit or any amount paid in advance and apply it to any Amounts Owing without prejudice to our other rights and remedies.
- 16.5. We shall be entitled to cancel all or part of any order which remains unperformed, and all Amounts Owing shall become immediately due if:
- (a) any Amounts Owing become overdue, or in our opinion, you will be unable to meet your payments as they fall due; or
 - (b) an Insolvency Event occurs, and you become insolvent or bankrupt, convene a meeting with your creditors, or a liquidator or similar person is appointed.
- 16.6. If we commit any of the following acts of default and we have not remedied the default within twenty (20) Business Days of receiving written notice of the default, you may cancel this Agreement, including if we:
- (a) become insolvent or bankrupt, convene a meeting with our creditors or a liquidator or similar person is appointed in respect of our assets; or
 - (b) persistently or wilfully neglect our obligations under this Agreement.
- 16.7. All provisions of this Agreement intended to continue in force beyond cancellation shall continue to bind the parties (in accordance with clause 26.12).
- 16.8. Subject to clause 16.7, on cancellation, each party shall be immediately discharged from any further obligation or liability regarding the Services and this Agreement (without prejudice to any right or remedy arising from either party's prior breach or unlawful act occurring before the cancellation).

17. EVENT OF DEFAULT

- 17.1. We may charge interest at a rate of two and a half percent (2.5%) per calendar month on the outstanding amount from the due date of payment until the date the outstanding amount is paid (and any interest shall compound monthly).
- 17.2. If an Event of Default occurs, you agree to reimburse us for any fees or expenses we incur in recovering any Amounts Owing (including any administration fees, debt collection agency fees and full legal expenses on a solicitor-client basis).
- 17.3. Should you fail to pay any account, we may withhold the release of any producer statement, certification, or documentation relating to the Services provided until all Amounts Owing are paid in full.
- 17.4. You assign to us absolutely all your right, title and interest in any debt which is due to you by any third party you have on-sold the Goods we have supplied, whether or not the amount of that debt due to you by the third party comprises only a part of the Amounts Owing for Goods we supplied to you.
- 17.5. You acknowledge and agree that if you are in default, we may, at our sole discretion:
- (a) appoint a receiver in respect of your assets to take any action necessary to fulfil your obligations (including paying all Amounts Owing); and
 - (b) charge you any associated costs to complete this process.

18. RETENTION OF TITLE

- 18.1. Ownership (including all right, title and interest) of the Goods and Services remains with us until:
- (a) we have received all Amounts Owing; and
 - (b) you have performed all of your obligations under this Agreement.

- 18.2.If any Amounts Owing is overdue, or an Insolvency Event occurs, you give irrevocable authority to us to use reasonable force to enter anywhere Goods may be stored to remove any Goods. We shall not be liable in contract, tort or otherwise for any damages, expenses, or losses you or any third party incur, and you indemnify us against any liability we may have to any third party (including full legal costs on a solicitor-client basis), as a result of us exercising our rights under clause 18.2 (except where damages, costs or losses are due to our negligence or fraud).
- 18.3.If you resell or use any Goods before ownership of the Goods has passed to you (including combining or processing the Goods), the proceeds of such sale or use will be received and held (in whatever form) in trust for us to the extent of the Amounts Owing (where our interest as beneficiary under that trust will be that portion of the proceeds which is equivalent to the Amounts Owing to us and the balance of the proceeds (if any) will be your beneficial interest under that trust).
- 18.4.It is further agreed that:
- (a)where possible, the Goods shall be kept separate and identifiable until we have received full payment and you have fulfilled all of your obligations under this Agreement; and
 - (b)until ownership of the Goods passes to you, we may give written notice to return the Goods (or any accessories or components), and your rights to obtain ownership or any other interest in the Goods shall cease.
- 18.5.If any Goods are damaged where full payment has not been received, you agree that we are entitled to:
- (a)receive all insurance proceeds paid for the Goods; and
 - (b)deal directly with the insurance company to receive all insurance proceeds paid for the Goods.
- 18.6.We may commence proceedings to recover the Price of the Services provided, notwithstanding that ownership of the Goods or Services has not passed to you.

19. SECURITY AND LIEN

- 19.1.Subject to us providing any Goods or Services, you charge all of your right, title and interest (whether joint or several) in any land, real estate or other assets capable of being legally charged with a lien you own either now or in the future and you grant a security interest in all of your present and after-acquired property to secure the performance of all obligations under this Agreement (including full payment of all Amounts Owing).
- 19.2.You irrevocably appoint all directors of our companies (including any Related Company) as your true and lawful attorney(s) and agree that the appointed attorney(s) may perform all necessary acts to enforce our rights provided in clause 19.1 of this Agreement (including signing any document on your behalf).
- 19.3.You are liable for all our disbursements and expenses (including full legal expenses on a solicitor-client basis) incurred in exercising our rights under clause 19 to secure the performance of your obligations under this Agreement.
- 19.4.It is fair and reasonable for the parties to be bound by clause 19.

20. PERSONAL PROPERTY SECURITIES ACT 1999

- 20.1.You acknowledge and agree that:
- (a)this Agreement constitutes, in favour of us, a Security Agreement creating a Security Interest in the Goods and Services or the proceeds of such Goods and Services; and
 - (b)the Security Interest granted to us secures the payment of all Amounts Owing.
- 20.2.You agree that you will sign any further documentation and provide any information which we may reasonably require to ensure we are paid all Amounts Owing due to us and otherwise to protect our interests under this Agreement, including by registration of a financing statement and ensuring that we have a perfected Security Interest in the Goods and Services, or a Security Interest in the proceeds of the Goods and Services (a Security Interest taken in all collateral and any proceeds).
- 20.3.To the extent permitted by law, we each contract out of:
- (a)sections 114(1)(a), 133 and 134 of the PPSA; and
 - (b)your rights referred to in sections 107(2)(a), (c), (d), (e), (f), (g), (h) and (i) of the PPSA.
- 20.4.You waive your right to receive a verification statement under Part 10, section 148 of the PPSA regarding any financing statement relating to a Security Interest.
- 20.5.You acknowledge and agree that a Security Interest is perfected and attached to the Goods (the collateral) in accordance with Part 3 of the PPSA, and the Security Interest shall extend to the proceeds of the Goods as specified in Part 4, section 45(1) of the PPSA.
- 20.6.Each Security Interest is a continuing Security, notwithstanding any intermediate payments, settlement of accounts or anything else.
- 20.7.You must provide us with information and any associated documentation we request regarding your financial status from time to time.
- 20.8.If we consider your financial status unsatisfactory at any time, we may require you to grant additional Security Interests as security for the Amounts Owing, and we may suspend or cancel further supply of Goods or Services until you have provided such Security Interests.
- 20.9.You unconditionally ratify any actions taken under clause 20.

21. INSURANCE AND RISK

- 21.1.Where we supply Goods only, all risk for the Goods shall immediately pass to you on delivery, and you must insure the Goods on or before delivery.
- 21.2.We cannot guarantee that the colours shown on our website exactly reproduce the appearance or colours of the physical Goods (and the Goods may vary from the digital images).
- 21.3.Any advice, recommendation or information that we provide in relation to Goods supplied is given in good faith, is based on our knowledge and experience and shall be accepted without liability.
- 21.4.You acknowledge and accept that all descriptive specifications, illustrations, drawings, data dimensions, and weights stated in our fact sheets, Price lists, or advertising material are indicative only.
- 21.5.Should you request us to leave Goods outside our premises for collection or deliver the Goods to an unattended location, you agree that those Goods shall be left unattended at your sole risk.
- 21.6.You acknowledge and agree that any lifting equipment we supply is used at your sole risk.

22. HEALTH AND SAFETY AT WORK ACT 2015

- 22.1.Each party will comply with the Health and Safety at Work Act 2015 (HSW Act), including all health and safety duties specified in Part 2 of the HSW Act and all other applicable standards and codes of practice relating to health and safety. In addition, each party will comply with the other party's pre-notified and reasonable health and safety policies when on the other party's premises.
- 22.2.You must notify us of any known hazards arising from your premises to which any person may be exposed, as well as inform us of any notifiable injury, illness, incident or event (as defined in Part 1, subpart 3 of the HSW Act) to ensure that your workplace is without risks to the health and safety of any person.
- 22.3.Each party must consult, cooperate, and coordinate activities with all other persons with a health and safety duty in relation to providing the Goods or Services (including in connection with the delivery of the Goods or Services).

23. ORDER SPECIFICATIONS AND SUPPLIED INFORMATION

- 23.1.When you supply us with plans, specifications, or other technical information (such as CAD drawings or any other electronic software that provides detailed information), you are responsible for providing accurate information, and we are entitled to rely on it.
- 23.2.If you provide technical information relating to the specifications of the Goods, you are responsible for verifying the accuracy of such information or specifications before we place an order based on those measurements or specifications. We accept no responsibility for any loss, damages, or costs due to your failure to verify the accuracy of the technical information or specifications.
- 23.3.You acknowledge that all descriptive specifications, illustrations, drawings, data, dimensions, and weights stated in our fact sheets, Price lists, or advertising material are, in some instances, approximate figures. You shall not be entitled to rely on such information, and any use of the Price lists does not constitute a sale by description and does not form part of this Agreement unless we expressly state this in writing.
- 23.4.If there is any discrepancy between the drawings you supply and the specifications, precedence will be determined based on the election of authority agreed upon by both parties and recorded in writing. If no election of authority has been made, you acknowledge and agree that:
- (a)figured specifications take precedence over scaled specifications;
 - (b)large-scale specifications take precedence over small-scale specifications;
 - (c)amended drawings take precedence over older drawings; and
 - (d)all drawings and specifications are subject to any building consent.
- 23.5.We are not responsible for errors in the Goods or Services or additional expenses if you supply inaccurate information.

24. TRUSTS

- 24.1.If you, at any time upon or subsequent to entering into the Agreement, are acting in the capacity of trustee of any trust, then, whether or not we may have notice of the trust, you expressly agree that:
- (a)the Agreement extends to all rights of indemnity which you now or subsequently may have against the trust and the trust fund; and

- (b) you have complete power and authority under the trust to enter into this Agreement, and the rights of the trust do not purport to exclude or take away the right of indemnity against the trust or the trust fund. You will not release the right of indemnity, commit any breach of trust, or be a party to any other action that might affect that right of indemnity.
- 24.2. You will not, without consent in writing from us, cause or permit any of the following events:
- (a) the removal, replacement or retirement of you as trustee of the trust;
 - (b) any alteration to or variation of the terms of the trust;
 - (c) any advancement or distribution of capital of the trust; and
 - (d) any change to the trust's property.

25. LIABILITY

- 25.1. To the extent permitted by law, we shall have no liability whatsoever to you for any direct or indirect expense or loss of profit you suffer arising out of our breach of this Agreement (including any unintentional misrepresentation made to you regarding any of the Goods).
- 25.2. To the extent permitted by law, our liability shall not exceed the Price of the Goods provided under this Agreement.
- 25.3. To the extent permitted by law, our total liability under or in connection with this Agreement and the Goods is limited to, at our option: (i) the replacement of the Good(s) or the supply of equivalent Good(s); (ii) the repair of the Good(s); (iii) the payment of the expense of replacing the Good(s) or of acquiring equivalent Good(s); or (iv) the payment of the expense of having the Good(s) repaired.
- 25.4. If we have any liability under or in connection with this Agreement, to the maximum extent permitted by law:
- (a) our total aggregate liability to you for any loss, damage or liability arising out of or in connection with this Agreement will be limited to the lesser of: (i) the Price paid to us for the applicable Goods; or (ii) the actual loss or damage we suffer; and
 - (b) we will not be liable for any: (i) indirect, special or consequential loss or damage whatsoever; or (ii) loss of profits, revenue, data, goodwill, customers, opportunities or loss of or damage to reputation.
- 25.5. The limitations and exclusions of liability in this clause 25 will apply irrespective of the legal basis for the applicable claim, including contract, equity, tort, or statute, except for negligence and fraud.
- 25.6. In no circumstances will we have any liability whatsoever under or in connection with this Agreement:
- (a) for the acts or omissions of any third party;
 - (b) any act or omissions performance in accordance with your instructions (or instructions from your authorised agents); or
 - (c) to any third party.

26. GENERAL

- 26.1. **Governing law:** This Agreement is governed by and to be construed in accordance with the laws of New Zealand, and each party submits to the exclusive jurisdiction of the courts of New Zealand.
- 26.2. **Entire Agreement:** This Agreement constitutes the entire agreement of the parties about its subject matter and supersedes all previous agreements, representations and understandings.
- 26.3. **Priority:** To the extent of an inconsistency between:
- (a) this Agreement;
 - (b) all other schedules to this Agreement;
 - (c) any privacy or data agreement (if applicable); and
 - (d) the order of priority set out above will apply (with (a) having the highest priority).
- 26.4. **Subcontracting:** We may subcontract the performance of our obligations (including to a Related Company) on the basis we remain solely liable to you for the performance of our obligations.
- 26.5. **Assignment:** You must not assign, novate or transfer your rights or obligations under this Agreement without our prior written consent (which may be withheld at our sole discretion). We may assign this Agreement to any other person. Without limiting the foregoing, we may assign to any other person all or part of the Amounts Owed.
- 26.6. **Amendments:** Except where stated otherwise in this Agreement, any amendment to this Agreement must be in writing, signed by both parties, except where we are required to make changes to ensure compliance with applicable laws, in which case we can give you notice of any such amendments required, and you will be bound by the same.
- 26.7. **Notices:** Any notice, demand, or other communication to be served on a party must be in writing and sent by personal delivery, prepaid post, or email to the relevant party's address (or otherwise notified to the other party from time to time). Any notice or other communication is deemed to be received (i) if personally delivered, on receipt, (ii) if posted by pre-paid official postal service, on the fifth Business Day after posting (or seven Business Days after posting if sent from one country to another), and (iii) if sent by email on the date and time that the email was sent (as evidenced in the sender's email sent history). Notices received after 5pm on a Business Day will be deemed received on the next Business Day.
- 26.8. **Force majeure:** We will not be liable to you for any failure or delay in performing our obligations under this Agreement where such failure or delay is caused by events or circumstances beyond our reasonable control (including any strike, lockout, labour dispute, delay in transit, embargo, epidemic, pandemic, accident, emergency, order of government or other authority or act of god).
- 26.9. **Severability:** If any part of this Agreement is illegal or unenforceable, you agree that part shall be amended to the extent permitted by law to allow the enforceability of any rights, and if it is not able to be modified, then it will be severed, and all remaining rights in this Agreement will continue in full force and effect.
- 26.10. **Waiver:** A single or partial exercise or waiver of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- 26.11. **Termination:** Either party may terminate this Agreement immediately by written notice if the other party breaches a term of this Agreement which is not capable of remedy or, where the breach is capable of remedy, fails to remedy the breach within 20 Business Days of written notice of the breach.
- 26.12. **Survival:** Any rights or obligations under or in connection with this Agreement, which is by nature a continuing obligation, will survive termination of this Agreement by either party.
- 26.13. **Rights of third parties:** This Agreement is not intended to confer a benefit on any person other than the parties to this Agreement.
- 26.14. **Relationship:** We will provide Goods to you as an independent contractor. Nothing in this Agreement creates any partnership, joint venture or employment relationship between the parties.
- 26.15. **Non-exclusive:** This Agreement is not exclusive, and you agree that we may provide any Goods to any other person without restriction.
- 26.16. **Counterparts:** This Agreement may be executed in any number of counterparts (including by electronic signature or email exchange of pdf copies), constituting the one instrument.

PERSONAL GUARANTEE AND INDEMNITY

In consideration of Versatile Products (BOP) Limited and our successors and assigns, the Supplier, also referred to as 'we' or 'us' at the request of the Guarantor, as is now acknowledged, supplying and continuing to supply Materials and Services to:

The 'Customer(s)' named in the box above, also referred to as the 'Guarantor(s),' 'you' or 'your' unconditionally and irrevocably:

1. Guarantee punctual payment to us of all money which is now owing to us by you and all further sums of money from time to time owing to us in respect of Materials and Services supplied or to be provided by us to you or any other liability of you to us, and the due observance and performance by you of all your obligations contained or implied in any contract with us, including but not limited to the Terms & Conditions of Trade signed by you and annexed to this Guarantee and Indemnity. In consideration that we agree to supply the Materials to you, you charge all of your right, title and interest, joint or several, in any land, realty or other assets capable of being charged, owned by you now or in the future, to secure the performance by you of your obligations under these Terms and Conditions including, but not limited to, the payment of any money and you acknowledge 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 us registering any interest so charged. Furthermore, it is agreed by both parties that where you are acting in the capacity as a trustee for a trust, then you agree to charge all your right, title and interest in any land, realty, or other assets capable of being charged in your own capacity and in your capacity as trustee and shall be subject to the PPSA Registration as stated above. You irrevocably appoint us (including each director, and directors of a Related Company) as your 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 your behalf which we 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) amend a defect in a statement referred to in clause 1(a) or (b)
2. Indemnify us on demand as a separate obligation against any liability (including but not limited to damages, expenses, losses and full legal expenses calculated on a solicitor-client basis) incurred by, or assessed against, us in connection with:
 - (a) the supply of Materials and Services to you; or
 - (b) the recovery of any amounts owing to us by you, including the enforcement of this Guarantee and Indemnity, and including but not limited to our costs of collection and full legal expenses; or
 - (c) Money paid by us with your consent in settlement of a dispute that arises or results from a dispute between us, you, and a third party or any combination thereof, over the supply of Materials and/or Services by us to you.

You further acknowledge:
3. You have received, read and understood our 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. Accordingly, they shall be irrevocable and remain in full force and effect until the whole of all amounts owing to us by you 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 our part (whether in respect of you 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 your obligations to us, each Guarantor shall be a principal debtor and liable to us accordingly.
6. If any payment received or recovered by us is avoided by law, such payment shall be deemed not to have discharged the liability of you, and you and we 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, and the obligations and agreements on the part of the Guarantor and shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable), contained in this Guarantee and Indemnity shall bind the Guarantor(s) jointly and severally.
8. You have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. You understand that you are liable for all amounts owing (both now and in the future) by you to us.
9. You irrevocably authorise us to obtain from any person or company any information which we may require for credit reference purposes. You further irrevocably authorise us to provide to any third party, in response to credit references and enquiries about you or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that you may have with us as a result of this Guarantee and Indemnity being actioned by us.
10. The above information is to be used by us for all purposes in connection with us considering this Guarantee and Indemnity and the subsequent enforcement of the same.

Guarantor 1: _____
 Signed: _____
 Full Name: _____
 Address: _____
 Date of Birth: _____

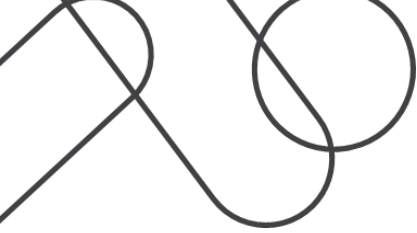
Signature of Witness: _____
 Name of Witness: _____
 Occupation: _____
 Address: _____

Guarantor 2: _____
 Signed: _____
 Full Name: _____
 Address: _____
 Date of Birth: _____

Signature of Witness: _____
 Name of Witness: _____
 Occupation: _____
 Address: _____

If the Customer is a sole trader or a partnership, the Guarantor(s) should be another suitable person. If the Customer is a club or incorporated society, the Guarantor(s) should be the president and secretary or another committee member.

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



Hazardous Substances Restricted to Workplaces Only Responsibility Acceptance Form

Customer Information

Full Name: _____

Company: _____

Address: _____

City: _____ Post Code: _____

Phone Number: _____

Email Address: _____

Notification

I, _____ [Full Name], hereby declare that I am a **competent person** or an **authorised person**, as defined under the Hazardous Substances (Hazardous Property Controls) Notice 2017. I accept full responsibility for the restricted hazardous substance(s) supplied to me from Versatile Paints & Adhesives. I understand the legal obligations and responsibilities associated with this declaration and commit to ensuring the safe handling, storage, transportation, and disposal of these hazardous substances in compliance with all relevant laws, regulations, and industry standards.

Signature: _____ Date: _____

Note: This form should be retained for your records.