



signage + design + print

Signbiz Limited
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CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

DATE: _____ REF No. _____

CLIENT'S TRADE NAME: _____

CLIENT'S FULL or LEGAL NAME: _____

Phone: _____ Fax: _____

Mobile: _____ Email: _____

Billing Address: _____ Physical Address: _____

Postcode: _____ Postcode: _____

COMMERCIAL CLIENTS ONLY

Company Number: _____

Requested Credit Limit: _____ Date Established: _____

Contact 1: _____ Contact 2: _____

Position: _____ Position: _____

Phone: _____ Phone: _____

DETAILS OF OWNER (If Sole Trader) PARTNERS (If Partnership) OR DIRECTORS (If Company) OR TRUSTEES (If a Trust)

Full Name: _____ Full Name: _____

Home Address: _____ Home Address: _____

Postcode: _____ Postcode: _____

ID: _____ Date of Birth: _____ ID: _____ Date of Birth: _____
(Driver's Licence, Passport, etc.) (Driver's Licence, Passport, etc.)

Home Phone: _____ Home Phone: _____

TRADE REFERENCES

Business Name 1: _____ Address or A/C No: _____

Phone: _____ Fax: _____

Business Name 2: _____ Address or A/C No: _____

Phone: _____ Fax: _____

Business Name 3: _____ Address or A/C No: _____

Phone: _____ Fax: _____

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 Signbiz Limited 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 Client I shall be personally liable for the performance of the Client's obligations under this contract.**

SIGNED (CLIENT): _____ SIGNED (SIGNBIZ): _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CLIENT'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

This is a Credit Account Application Form under the Construction Contracts Act 2002. If you are a "Residential Occupier" please read clause 25 on the reverse.

Signbiz Limited – Terms & Conditions of Trade

<p>1. Definitions</p> <p>1.1 "Signbiz" means Signbiz Limited, its successors and assigns or any person acting on behalf of and with the authority of Signbiz Limited.</p> <p>1.2 "Client" means the person's buying the Goods (and/or hiring Equipment) as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.</p> <p>1.3 "Goods" means all Goods or Services supplied by Signbiz to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other).</p> <p>1.4 "Equipment" means all Equipment including any accessories supplied on hire by Signbiz to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by Signbiz to the Client.</p> <p>1.5 "Price" means the Price payable for the Goods/Equipment hire as agreed between Signbiz and the Client in accordance with clause 4 below.</p> <p>2. Acceptance</p> <p>2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods/Equipment.</p> <p>2.2 These terms and conditions may only be amended with Signbiz's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Signbiz.</p> <p>3. Change in Control</p> <p>3.1 The Client shall give Signbiz not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax numbers, or business practice). The Client shall be liable for any loss incurred by Signbiz as a result of the Client's failure to comply with this clause.</p> <p>4. Price and Payment</p> <p>4.1 At Signbiz's sole discretion the Price shall be either:</p> <p>(a) as indicated on any invoice provided by Signbiz to the Client; or</p> <p>(b) Signbiz's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>4.2 Signbiz reserves the right to change the Price:</p> <p>(a) if a variation to the Goods which are to be supplied is requested; or</p> <p>(b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or</p> <p>(c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (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, change of design) which are only discovered on commencement of the Services; or</p> <p>(d) in the event of increases to Signbiz in the cost of labour or materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond Signbiz's control.</p> <p>4.3 At Signbiz's sole discretion a non-refundable deposit may be required.</p> <p>4.4 Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by Signbiz, which may be:</p> <p>(a) on delivery of the Goods/Equipment;</p> <p>(b) before delivery of the Goods/Equipment;</p> <p>(c) by way of instalments/progress payments in accordance with Signbiz's payment schedule;</p> <p>(d) for certain approved Client's, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;</p> <p>(e) the date specified on any invoice or other form as being the date for payment; or</p> <p>(f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Signbiz.</p> <p>4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of fifteen dollars (\$15)), or by any other method as agreed to between the Client and Signbiz.</p> <p>4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Signbiz an amount equal to any GST Signbiz must pay for any supply by Signbiz under this or any other agreement for the sale of the Goods/hire of the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p> <p>5. Delivery of Goods/Equipment</p> <p>5.1 Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time that:</p> <p>(a) the Client or the Client's nominated carrier takes possession of the Goods/Equipment at Signbiz's address; or</p> <p>(b) Signbiz (or Signbiz's nominated carrier) delivers the Goods/Equipment to the Client's nominated address even if the Client is not present at the address.</p> <p>5.2 At Signbiz's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.</p> <p>5.3 The Client must take delivery by receipt or collection of the Goods/Equipment whenever either is tendered for delivery. In the event that the Client is unable to take delivery of the Goods/Equipment as arranged then Signbiz shall be entitled to charge a reasonable fee for redelivery of the Goods/Equipment and/or the storage of the Goods.</p> <p>5.4 Signbiz may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.</p> <p>5.5 Subject to clause 5.6 it is Signbiz's responsibility to ensure that the Services start as soon as it is reasonably possible.</p> <p>5.6 The Services commencement date will be put back and/or the completion date extended by whatever time is reasonable in the event that Signbiz claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond Signbiz's control, including but not limited to any failure by the Client to:</p> <p>(a) make a selection; or</p> <p>(b) have the site ready for the Services; or</p> <p>(c) notify Signbiz that the site is ready.</p> <p>5.7 Any time or date given by Signbiz to the Client is an estimate only. The Client must still accept delivery of the Goods/Equipment even if late and Signbiz will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.</p> <p>6. Risk</p> <p>6.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must ensure the failure of the Goods.</p> <p>6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Signbiz is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Signbiz is sufficient evidence of Signbiz's rights to receive the insurance proceeds without the need for any person dealing with Signbiz to make further enquiries.</p> <p>6.3 If the Client requests Signbiz to leave Goods outside Signbiz's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.</p> <p>6.4 Where Signbiz is required to install the Goods the Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and Signbiz shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.</p> <p>6.5 The Client admits variations that Goods supplied may exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time. Signbiz will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.</p> <p>7. Access</p> <p>7.1 The Client shall ensure that Signbiz has clear and free access to the work site at all times to enable them to undertake the Services. Signbiz shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Signbiz.</p> <p>8. Accuracy of Clients Plans and Measurements</p> <p>8.1 Signbiz shall be entitled to rely on the accuracy of any plans, measurements, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, Signbiz accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.</p> <p>8.2 Where the Client is to supply Signbiz with any design specifications (including, but not limited to CAD drawings) the Client shall be responsible for providing accurate data. Signbiz shall not be liable whatsoever for any errors in the Goods that are caused by incorrect or inaccurate data being supplied by the Client.</p> <p>9. Title To Goods</p> <p>9.1 Signbiz and the Client agree that ownership of the Goods shall not pass until:</p> <p>(a) the Client has paid Signbiz all amounts owing to Signbiz; and</p> <p>(b) the Client has met all of its other obligations to Signbiz.</p> <p>9.2 Receipt by Signbiz of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.</p> <p>9.3 It is further agreed that:</p> <p>(a) until ownership of the Goods passes to the Client in accordance with clause 9.1 that the Client is only a bailee of the Goods and must return the Goods to Signbiz on request.</p> <p>(b) the Client holds the benefit of the Client's insurance of the Goods on trust for Signbiz and must pay to Signbiz the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.</p>	<p>(c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Signbiz and must pay or deliver the proceeds to Signbiz on demand.</p> <p>(d) the Client shall not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Signbiz and must sell, dispose of or return the resulting product to Signbiz as it so directs.</p> <p>(e) the Client irrevocably authorises Signbiz to enter any premises where Signbiz believes the Goods are kept and recover possession of the Goods.</p> <p>(f) Signbiz may recover possession of any Goods in transit whether or not delivery has occurred.</p> <p>(g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Signbiz.</p> <p>(h) Signbiz may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.</p> <p>10. Personal Property Securities Act 1999 ("PPSA")</p> <p>10.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:</p> <p>(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and</p> <p>(b) a security interest is taken in all Goods/Equipment previously supplied by Signbiz to the Client (if any) and all Goods/Equipment that will be supplied in the future by Signbiz to the Client.</p> <p>10.2 The Client undertakes to:</p> <p>(a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Signbiz may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register;</p> <p>(b) indemnify, and upon demand reimburse, Signbiz for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Goods/Equipment charged thereby;</p> <p>(c) register a financing charge statement or a charge demand without the prior written consent of Signbiz; and</p> <p>(d) immediately advise Signbiz of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.</p> <p>10.3 Signbiz and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.</p> <p>10.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.</p> <p>10.5 Unless otherwise agreed to in writing by Signbiz, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.</p> <p>10.6 The Client shall unconditionally ratify any actions taken by Signbiz under clauses 10.1 to 10.5.</p> <p>11. Security and Charge</p> <p>11.1 In consideration of Signbiz agreeing to supply the Goods/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>11.2 The Client indemnifies Signbiz from and against all Signbiz's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Signbiz's rights under this clause.</p> <p>11.3 The Client irrevocably appoints Signbiz and each director of Signbiz as the Client's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Client's behalf.</p> <p>12. Client's Disclaimer</p> <p>12.1 The Client hereby disclaims any right to rescind, or cancel any contract with Signbiz or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by Signbiz and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.</p> <p>13. Defects</p> <p>13.1 The Client shall inspect the Goods/Equipment on delivery and shall within seven (7) days of delivery (time being of the essence) notify Signbiz of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Signbiz an opportunity to inspect the Goods/Equipment within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with this provision the Goods/Equipment shall be presumed to be free from any defect or damage. For defective Goods/Equipment, which Signbiz has agreed in writing that the Client is entitled to reject, Signbiz's liability is limited to either (at Signbiz's discretion) replacing the Goods/Equipment or repairing the Goods/Equipment.</p> <p>14. Returns of Goods</p> <p>14.1 Returns of Goods will only be accepted provided that:</p> <p>(a) the Client has complied with the provisions of clause 13.1; and</p> <p>(b) the Client has agreed in writing to accept the return of the Goods; and</p> <p>(c) the Goods are returned at the Client's cost within seven (7) days of the delivery date; and</p> <p>(d) Signbiz will not be liable for Goods which have not been stored or used in a proper manner; and</p> <p>(e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.</p> <p>14.2 Signbiz will not accept the return of Goods for credit.</p> <p>14.3 Non-stocklist items or Goods made to the Client's specifications are under no circumstances acceptable for credit or return.</p> <p>15. Warranty</p> <p>15.1 Subject to the conditions of warranty set out in Clause 15.2 Signbiz warrants that if any defect in any workmanship of Signbiz becomes apparent and is reported to Signbiz within six (6) months of the date of delivery (time being of the essence) then Signbiz will either (at Signbiz's sole discretion) replace or remedy the workmanship.</p> <p>15.2 The conditions applicable to the warranty given by Clause 15.1 are:</p> <p>(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:</p> <p>(i) the use of the Goods by the Client to properly maintain any Goods; or</p> <p>(ii) failure on the part of the Client to follow any instructions or guidelines provided by Signbiz; or</p> <p>(iii) any use of any Goods otherwise than for any application specified on a quote or order form; or</p> <p>(iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or</p> <p>(v) fair wear and tear, any accident or act of God;</p> <p>(b) the warranty shall cease and Signbiz shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Signbiz's consent.</p> <p>(c) in respect of all claims Signbiz shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.</p> <p>15.3 For Goods not manufactured by Signbiz, the warranty shall be the current warranty provided by the manufacturer of the Goods. Signbiz shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.</p> <p>15.4 To the extent permitted by statute, no warranty is given by Signbiz as to the quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded. Signbiz shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.</p> <p>16. Consumer Guarantees Act 1993</p> <p>16.1 If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by Signbiz to the Client.</p> <p>17. Intellectual Property</p> <p>17.1 Where Signbiz has designed, drawn or developed Goods/Equipment for the Client, then the copyright in any designs and drawings and documents shall remain the property of Signbiz.</p> <p>17.2 The Client warrants that all designs, specifications or instructions given to Signbiz will not cause Signbiz to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Signbiz against any action taken by a third party against Signbiz in respect of any such infringement.</p> <p>17.3 The Client agrees that Signbiz may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Signbiz has created for the Client.</p> <p>18. Default and Consequences of Default</p> <p>18.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Signbiz's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>18.2 If the Client owes Signbiz any money the Client shall indemnify Signbiz from and against all costs and disbursements incurred by Signbiz in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Signbiz's collection agency costs, and bank dishonour fees).</p>	<p>18.3 Without prejudice to any other remedies Signbiz may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Signbiz may suspend or terminate the supply of Goods/Equipment to the Client. Signbiz will not be liable to the Client for any loss or damage the Client suffers because Signbiz has exercised its rights under this clause.</p> <p>18.4 Without prejudice to Signbiz's other remedies at law Signbiz shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Signbiz shall, whether or not due for payment, become immediately payable if:</p> <p>(a) any money payable to Signbiz becomes overdue; or</p> <p>(b) in Signbiz's opinion the Client will be unable to make a payment when it falls due.</p> <p>(b) the Client becomes insolvent, commences a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.</p> <p>19. Compliance with Laws</p> <p>19.1 The Client and Signbiz shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services.</p> <p>19.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.</p> <p>19.3 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.</p> <p>20. Cancellation</p> <p>20.1 Signbiz may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are due to be delivered by giving written notice to the Client. On giving such notice Signbiz shall repay to the Client any money paid by the Client for the Goods/Equipment. Signbiz shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>20.2 In the event that the Client cancels delivery of the Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by Signbiz as a direct result of the cancellation (including, but not limited to, any loss of profits).</p> <p>20.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.</p> <p>21. Dispute Resolution</p> <p>21.1 All disputes and differences between the Client and Signbiz touching and concerning this agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their award (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.</p> <p>22. Privacy Act 1993</p> <p>22.1 The Client authorises Signbiz or Signbiz's agent to:</p> <p>(a) access, collect, retain and use any information about the Client;</p> <p>(i) including any overdue bills balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or</p> <p>(ii) for the purpose of marketing products and services to the Client.</p> <p>(b) disclose information about the Client, whether collected by Signbiz from the Client directly or obtained by Signbiz from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.</p> <p>22.2 Where the Client is an individual the authorities under clause 22.1 are authorities or consents for the purposes of the Privacy Act 1993.</p> <p>22.3 The Client shall have the right to request Signbiz for a copy of the information about the Client retained by Signbiz and the right to request Signbiz to correct any incorrect information about the Client held by Signbiz.</p> <p>23. Unpaid Seller's Rights</p> <p>23.1 Where the Client has left any item with Signbiz for repair, modification, exchange or for Signbiz to perform any other service in relation to the item and Signbiz has not received or been tendered the whole of any money owing to it by the Client, Signbiz shall have, until all moneys owing to Signbiz are paid:</p> <p>(a) a lien on the item; and</p> <p>(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.</p> <p>23.2 The Client agrees that Signbiz shall continue despite the commencement of proceedings, or judgment for any moneys owing to Signbiz having been obtained against the Client.</p> <p>24. Equipment Hire</p> <p>24.1 Equipment shall at all times remain the property of Signbiz and is returnable on demand by Signbiz. In the event that Equipment is not returned to Signbiz in the condition in which it was delivered, Signbiz retains the right to charge the Client the full cost of repairing the Equipment. In the event that Equipment is not returned at all Signbiz shall have right to charge the Client the full cost of replacing the Equipment.</p> <p>24.2 The Client shall:</p> <p>(a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment.</p> <p>(b) not alter or make any additions to the Equipment including but without limitation to the use of the Equipment for any purpose other than that specified on the quote, plate or number on or in the Equipment or in any other manner interfere with the Equipment.</p> <p>(c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by Signbiz to the Client.</p> <p>24.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self insure, Signbiz's interest in the Equipment and agrees to indemnify Signbiz against all claims for damage, loss, destruction, but not limited to, theft, fire, flood, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.</p> <p>25. Construction Contract Act 2002</p> <p>25.1 The Client hereby expressly acknowledges that:</p> <p>(a) Signbiz has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client, and:</p> <p>(i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client; or</p> <p>(ii) a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or</p> <p>(iii) the Client has not complied with an adjudicator's notice that the Client must pay an amount to Signbiz by a particular date; and</p> <p>(iv) Signbiz has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.</p> <p>(b) if Signbiz suspends work, it:</p> <p>(i) is not in breach of contract; and</p> <p>(ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and</p> <p>(iii) is entitled to an extension of time to complete the contract; and</p> <p>(iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.</p> <p>(c) if Signbiz exercises the right to suspend work, the exercise of that right does not:</p> <p>(i) affect any rights that would otherwise have been available to Signbiz under the Contractual Remedies Act 1979; or</p> <p>(ii) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of Signbiz suspending work under this provision.</p> <p>26. General</p> <p>26.1 The failure by Signbiz to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Signbiz'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.</p> <p>26.2 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.</p> <p>26.3 Signbiz shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Signbiz of these terms and conditions (alternatively Signbiz's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).</p> <p>26.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Signbiz nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>26.5 Signbiz may license or sub-contract all or any part of its rights and obligations without the Client's consent.</p> <p>26.6 The Client agrees that Signbiz may amend these terms and conditions at any time. If Signbiz makes a change to these terms and conditions, then that change will take effect from the date such change is notified to the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Signbiz to provide Goods/Equipment to the Client.</p> <p>26.7 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.</p> <p>26.8 The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so. It is not insolvent and that this agreement creates binding and valid legal obligations on it.</p>
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