

Account application form

Business Name	-----	Email address	-----
Contact Name	-----	Physical address	-----
Main Phone #	-----		-----
Contact Ph #	-----		-----
		Postal Address	-----

Signed	-----		-----
(Authorised signature)			

TERMS OF TRADE

1. **General**

All Goods and/or Services provided to the Customer by KADEC TEST AND TAG are subject to the following terms and conditions ("Terms"). These Terms, together with any credit application or similar constitute the entire agreement ("agreement") between the Customer and KADEC TEST AND TAG for the Goods provided and/or Services performed.

 - a. At its sole discretion, amendments to any of these Terms must be agreed by KADEC TEST AND TAG in writing.
 - b. If, at any time, KADEC TEST AND TAG does not enforce any of these Terms or grants the Customer time or other indulgence, KADEC TEST AND TAG will not be construed as having waived that term or its rights to later enforce that or any other term.
 - c. These Terms are subject to and governed by the laws of New Zealand.
 - d. By signing this agreement, the Customer or approved delegate will be deemed to have accepted these Terms.
2. **Definitions**
 - a. **"Goods"** means all goods provided by KADEC TEST AND TAG to the Customer.
 - b. **"Services"** means all services provided by KADEC TEST AND TAG to the Customer.
 - c. Headings are used as a matter of convenience only and shall not affect the interpretation of these Terms.
3. **Use of Information and electronic storage of data**
 - a. For the purposes of facilitating the administration of KADEC business, the Customer authorises KADEC:
 - i. To collect all information it may require about the Customer from any employee or representative of the customer.
 - ii. To hold all information given by the Customer or any third party to KADEC; and
 - iii. To use that information including giving the information to any other person to facilitate collection of debts from the Customer.
 - iv. To contact the customer in relation to re-testing, or for market updates when appropriate.
 - b. The information will be collected, held and used on the condition that:
 - i. It will be held securely at the KADEC Offices or a secure online
 - ii. It will be accessible to any of KADEC employees and agents who need access to it for the administration of KADEC business; and
 - iii. The Customer may request access to and correction of it at any time.
 - iv. KadeC will never sell, lease or supply in any form to any third party for the purpose of unsolicited advertising.
4. **Price and Quotations**
 - a. Due to the nature of the business, KadeC will never supply a firm quotation. Instead, a price schedule can and will be supplied when requested to give an indication only of pricing.
 - b. Unless otherwise expressly stated, all prices will be those applying at the date of supply.
 - c. Unless otherwise stated, all prices exclude gst.
5. **Payments**
 - a. Unless otherwise agreed to in writing, all Goods and Services must be paid for in full no later than 7 days from date of invoice.
 - b. If the Customer disputes any or all of an amount contained in an invoice, the Customer will:
 - i. Immediately notify KADEC of the dispute and provide reasons for the dispute;
 - ii. Negotiate in good faith with KADEC to resolve the dispute.
 - c. If payment is not made by the due date KADEC may, without prejudice to its other remedies, charge the Customer interest calculated at the rate of 17% charged monthly for any amounts outstanding.
 - d. KADEC may deduct or withhold any amount (whether by way of counterclaim, set-off or otherwise) from any money owing by KADEC to the Customer on any account whatsoever.
6. **Default**
 - a. If the Customer fails to make payment on any invoice when due, all or any expenses, disbursements and legal costs incurred by **KADEC** in the enforcement of any rights contained in these Terms shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
7. **Returns**
 - a. Except for provisions as per Clause 9 Warranties, goods will only be accepted back for credit if the goods are in new saleable condition. Claims must be made within 7 days of supply of the goods.
8. **Security and Title**
 - a. KADEC retains legal and equitable title to any Goods supplied to the Customer until full payment is made for the Goods and all other Goods and Services supplied by KADEC at which time a Test report generated by electronic data, will be released and emailed directly to the customers email address supplied.
9. **Warranties**
 - a. the Seller shall in no event be held liable to pay to the Buyer any amount in excess of such amounts (if any) as it shall have received from the Supplier.
 - b. Warranties are limited strictly to the supply of goods and/or quality of service.
 - c. No warranty is provided for free advice and should be considered along with relevant legal or expert advice.
10. **Exclusion and Limitation of Liability**
 - a. Nothing in these Terms limits any rights the Customer has under the Consumer Guarantees Act 1983 ("Act") and these Terms must be read subject to those rights.
 - b. While all possible care and thoroughness is taken, Test and Tag services are supplied with no liability whatsoever in regards to untested appliances.
 - c. Except where applicable law expressly requires otherwise, KADEC is not liable in any event for any special, indirect or consequential damage, loss or injury of any kind, or for any loss of business, profit, data or anticipated savings, suffered by the Customer or any other person, however caused, even if KADEC had been advised of the possibility of such damage, loss or injury.
 - d. Insofar as KADEC may be liable, the maximum liability of KADEC, whether in contract, tort (including negligence), equity, under statute or otherwise for any loss, damage or injury arising directly or indirectly from any breach of KADEC's obligations under the agreement is, except where applicable law expressly requires otherwise, limited, at the option of KADEC, to any one or more of the following:
 - i. The replacement of the Goods or the supply of equivalent Goods;
 - ii. The repair of such Goods;
 - iii. The payment of the cost of replacing the Goods or of acquiring equivalent Goods; or
 - iv. The payment of the cost of having the Goods repaired; and
 - e. If the breach relates to Services:
 - i. The supplying of the Services again or the payment of the cost of having the Services supplied again.
 - f. KADEC is not liable for any failure or delay in performing an obligation in these Terms if it is due to a cause reasonably beyond its control.