

Taylor Bros Transport Limited PO Box 9313, Greerton, TAURANGA 3142

Phone: (07) 579 4888 • Fax: (07) 579 4889 Email: admin@taylorbros.co.nz Web: www.taylorbros.co.nz

CREDIT ACCOUNT APPLICATION

GST: 68-325-749

To Be Completed By	Applicants - Plea	ase complete	e all sections an	d read the	Ferms and Cor	nditions of	Trade	overleaf or attach	ed.	
Client's Details:	Individual	□ Sole T	rader 🛛 Tru	ust 🗆 P	artnership	Comp	any	□ Other:		
Full or Legal Name:										
Trading Name: (If dif	ferent from above	;)								
Physical Address:									Postcode:	
Billing Address:									Postcode:	
Email Address:										
Phone No:			N	<mark>/lobile No</mark> :						
Please ensure that y	ou provide two co	ntact numbe	<mark>rs, including a n</mark>	nobile numl	ber.					
Personal Details: (please complete if you are an Individual)										
D.O.B.					Driver's Lice	ence No:				
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)										
Company Number: Date Incorporated: (current owners)										
Nature of Business:	Nature of Business:						GST No: (if applicable)			
Paid Up Capital: \$	Paid Up Capital: \$ Estimated Monthly Purcha				nases: \$		Credit Limit Required: \$			
Principal Place of Business is: Rented Owned Mortgaged (to whom):										
Directors / Owners / Trustee (if more than two, please attach a separate sheet)										
(1) Full Name: D.O.B.										
Private Address:									Postcode:	
Driver's Licence No: Phone No:						Mobile No (required):				
(2) Full Name: D.O.B.					3.					
Private Address:									Postcode:	
Driver's Licence No:			Phone N	<mark>o:</mark>			Mobile	<mark>e No:</mark>		
Account Terms a	re 20 Days from	n EOM								
Purchase Order Required?			Accounts to be emailed? YES NO							
Accounts Email Addr	ess:									
Accounts Contact:						Phone No:				
Bank and Branch: Account No:					unt No:					
Trade References	: (please provide	companies (that are willing t	o do trade r	eferences)					
	Name: Addres			SS:			Phone	e / Fax / Email:		
1.										
2.										
3.										

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Taylor Bros Transport 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.*

Client	Witness	Taylor Bros
Signed:	Signed:	Signed:
Name:	Name:	Name:
Position:	Position:	Position:
Date:	Date:	Date:

OFFICE USE ONLY									
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE					
	\$			1 1					

- Taylor Bros Transport Limited Terms & Conditions of Trade
- 1. 1.1 12
- Definitions
 Taylor Bros 'means Taylor Bros Transport Limited, its successors and assigns or any person acting on behalf of and with the authority of these Cirrensport Limited.
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 "Client 'means the person's or any person acting on behalf of and with the authority of these Cirrensport Limited.
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 "With the authority of these Cirrensport Limited.
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 The Cirrent's expected on any person acting on behalf of and with the authority of these Cirrent requesting Taylor Bros to provide 8.5
 8.5

 If there is more than one Cirent, is a reference to each Client gointly and severally; and .
 9.

 (a) fit the Cirent's executors, administrators, successors and persons and clients apart of a Trust, shall be bound in their capacity 9.1
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 (b) includes the Client's executors, administrators, successors and permits the aterns 'Goods' or 'Services' shall be interchangeable for the other).
 10.

 Taylor (CiST) where applicable for the Goods as a gread between Taylor Bros and the Client in accordance with daus 5 below.
 10.2

 Acceptance
 10.2
 10.2
- 1.3

- **2.** 2.1
- Acceptance The Client is taken to have exclusively accepted and is 10.3 immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods. 22
- 10.4
- the Goods. These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other decirror is organized with any other Electronic signatures shall be deemed to be accepted by either party providing that the parties have completed with Section 226 of the Contract and Commercial Law Ad 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act. 2.3
- alphataute provisions or want the wart in a second that Act. In the event that the Goods and/or Services provided by Taylor Bros are the subject to payment on behalf of the Client via a third 11. party (including, but not limited to, multiple property owners and/or 11.1) to confluctors. The Client acknowledges that at all times they will be responsible for the payment of any money due and payable and agrees to hoorur their colligation for payment in the event that the third party fails to make payment on behalf of the Client. 11.2 2.4

Errors and Omissions 3. 3.1

- Errors and Omissions The Client acknowledges and accepts that Taylor Bros shall, without prejudie, accept no liability in respect of any alleged or 11.3 actual error(s) and/or omission(s): (a) resuling throm an inadvertent mistake made by Taylor Bros in the formation and/or administration of this contract, and/or (b) contained inomitted from any literature (hard copy and/or electronic) supplied by Taylor Bros in respect of the Services. In the event such an error and/or omission cozus: in accordance with clause 3.1, and is not altibutable to the negligence and/or with uses of 1.4 and is not altibutable to the negligence and/or with use contract of Taylor Bros, the Client shall no be entitled to treat this contract as repudated nor render it invalid. 3.2

- Change in Control The Clent shall give Taylor Bros 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 ateal as darkers, contact phone or fax number's, change of trustees or business practice). The Client shall be liable for any loss incurred by Taylor Bros as a result of the Client's failure to comply with this clause. 4.
- **5**. 5.1

- result of the Client's failure to comply with this clause. Price and Payment All Taylor increased and any invoice provided by Taylor Bros to the (a) Client; or (b) the Price as all the date of delivery of the Goods according to Taylor Bros current price list; (c) Taylor Bros routed price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thin(100) days. Taylor Bros reserves the rights charge the Price if a variation to the other of Taylor Bros reserves the rights charge the Price on the basis of Taylor Bros. Taylor Bros reserves the rights charge the Price route the other of Taylor Bros' invoice. The 121, writing, and shown as variations on Taylor Bros' invoice. The 121, Variang Bros resort that the time of the other of the other antile Taylor Bros within ten (10) working days. Failure to do so will entile Taylor Bros to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their Gruppellon. 52 Payment for all variations must be made in full at the time of their completion. At Taylor Bros' sole discretion a non-refundable deposit may be
- 5.4
- 5.5

- completion. Al Taylor Broo' sole discretion a non-refundable deposit may be required. Time for payment for the Goods being of the essence, the Price 12.2 will be payable by the Client on the date's determined by Taylor (a) for certain approved Clients, 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: (b) the date specified on any invoice year other form as being the date for payment; or (c) failing any notice to the contrary, the date which is seven (7) days following the date date any invoice given to the Client's address or address remeant may be date and by checue, bank checue, electronic/on-time and may be the date by the contrary. The date which is seven (7) days following the date date any invoice given to the Client by Taylor Bross. 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 Taylor Bross in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Taylor Bross an amount 12.4 Bros under this or any other contract for the sale of the Client pays the Price. In addition, the client must pay any other taxes 12.6 and duises that may be applicable in addition to the Price any outper any other carry of the contract for the sale of the Client the client may pay of ST, without deduction or say on other amounts, at the same time and on the same basis as the Client mays the Price. In addition, the client must pay not pay or ther amounts, at the same time and on the same basis as any other taxes 12.6 and duises that may be applicable in addition to the Price except where they are expressly included in the Price. 13.1 5.7
- 13.1 Delivery of Goods Delivery ("Delivery") of the Goods is taken to occur at the time 6. 6.1 that (a)
 - the Client or the Client's normalized carrier takes possession of the Goods at Taylor floos' address: or Taylor Bros (or Taylor Bros' normated carrier) delivers the Goods to the Client's norminated address even if the Client is not present at the address. Taylor Bros' sole discretion the cost of delivery is in addition to Price. (b)
- 13.2
- 6.3 13.3
- At Taylor Bros' sole discretion the cost of delivery is in addition to the Price. The Client shall take delivery of the bulk Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that: (a) such discrepancy in quantity shall not exceed 5%, and (b) the Price shall be adjusted for rata to the discrepancy. Any time specified by Taylor Bros for delivery of the Goods is an estimate only and Taylor Bros will not be liable for any loss or damage incurred by the Client as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods or Services as agreed to althe site of being ready of delivery. The Goods are such to delive sa a sub to the discress as a great of delivery bung late. However both parties agree that they shall make every endeavour to enable the Goods or Services as agreed soley due to any action or inaction of the Client (including the site not being ready for delivery), then Taylor Bros such Be entitled to charge a reasonable fee for redelivery, mileage, storage, etc. 6.4 **14.** 14.1
- We Hire Where Taylor Bros supplies equipment (including trucks) on a "wet" hire basis, the operator of the vehicle remains an employee of Taylor Bros and operates the equipment in accordance with the Cilent's instructions. As such Taylor Bros shall not be liable for any actions of the operator in following the Client's instructions. 7. 7.1 14.2 14.3
- Risk Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before 15. Delivery. 15.1.1 8. 8.1
- Delivery, 15.1 1 fary of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, 1 aylor Bros is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Taylor Bros is sufficient evidence of Taylor Bros rights to receive the insurance proceeds without the need for any person dealing with Taylor Bros 16.1 to make further enumines. 8.2
- to make further enquiries. If the Client requests Taylor Bros to leave Goods outside Taylor Bros' premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk. 8.3
- sole risk. The Client acknowledges that Goods supplied may show 17.1 variations of grade, size, texture, shade, colour, surface, finish, 8.4

markings, veining, and contain natural fissures, occlusions, and indentations. Whilst Taylor Bros will make every effort to match sales samples to the finished Goods Taylor Bros accepts no liability whatsoever for finished Goods that do not match the sales sample.

sample. The Client shall advise Taylor Bros the location of where the Goods are to be unloaded or spread on site, in which case, the Client or the Client's representative shall advise or supervise the rate or speed required to achieve the desired outcome. 17.3

Access The Client shall ensure that Taylor Bros has clear and free access to the delivery site at all times to enable them to deliver the Goods. Taylor Bros shall not be liable for any loss or damage to the site including, without limitation, damage to pathways, direways and concreted or paved or grassed areas) unless due to the negligence of Taylor Bros. 17.4

- Tegingence of raylor loss. **Compliance with Laws** The Client and Taylor Bros shall comply with the provisions of all statutes, regulations and plyaes of government, local and other public authorities that may be applicable to the works. The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the works. The Client shall not any time assume any obligation as the Client's agent or otherwise which may be imposed upon the Client from time to time pursuant to the Heath & Safety at Work Act 2015 (the "HSW Act") arising out of the engagement. The parties agree that for the purposes of the HSW Act. Taylor Bross shall not be the person who controls the place of work in terms of the HSW Act.
- shall not be the person who controls the place of work in terms of the HSW Act. In the event the Client requires an employee or sub-contractor of Taylor Brost to undertake a sile induction during working hours, the Client will be itable to pay the hourly charges for that period. If any induction is needed to be undertaken prior to the commencement **18**. date then the Client shall be liable to pay Taylor Bros standard 18.1 (and/or overtime, f applicable) hourly labour rate.

- date then the Client shall be liable to pay Taylor Bros' standard 18.1 (and/or overtime, if applicable) houry labour rate.
 Title
 Taylors and the Client agree that ownership of the Goods shall rot paylor Bros' and the Client agree that ownership of the Goods shall rot paylor Bros and and its other obligations to Taylor Bros.
 Receipt by Taylor Bros 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.
 It is further agreed that univership of the Goods passes to the Client has need all of its other obligations to Taylor Bros.
 Receipt by Taylor Bros of any form of payment to ther than cash shall not be deemed to be payament until that form of payment has been honoured, cleared or recognised.
 It is further agreed that univ oureship of the Goods passes to the Client has the benefit of the Client's insurance of the Goods on trusts for Taylor Bros and must pay to Taylor Bros the proceeds of any insurance in the event of the Goods on the trust for Taylor Bros and must pay to Taylor Bros and must had must pay or deliver the proceeds of any insurance in the event of the Goods on the than the format had must pay or deliver the proceeds of any insurance in the event of the Goods on the must had must pay or deliver the proceeds to Taylor Bros and must had must pay or deliver the proceeds to Taylor Bros on demand.
 (1) the Client insubul not convert or process the Goods on themat had ther goods but if the Client bes so then the Client had the resulting product to Taylor Bros and must set (all dispose or return the resulting product to Taylor Bros and must set (all dispose or return the resulting product to Taylor Bros and the Goods an the Paylor Bros and must set (all dispose or return the resulting product to Taylor Bros and the Goods and the Bros and the Goods and the Client the Goods and the Boods.
 (1) Taylor Bros may comence proceedings to recover the Goods while they remain the property of Taylor Bros.
 (2) The Client shall not charge or

- of the Goods sad notwithstanding that ownership of the Goods has not passed to the Client.
 Personal Property Securities Act 1999 ("PPSA")
 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
 (a) these terms and conditions consitule a security agreement for the purposes of the PPSA and constrained to the security agreement for the purposes of the PPSA and constrained to the security agreement for the purposes of the PPSA and constrained to the security agreement for the purposes of the PPSA and constrained to the security agreement for the purposes of the PPSA and constrained to the security agreement for the purposes of the PPSA and constrained to the complex of the PPSA and constrained to the complex constrained the PPSA and agree that constrained the purpose the transformation of the PPSA and agree that constrain and the Client to the complex excites agree to the purpose of the PPSA and agree that constrained the PPSA and agree that constrained to the processe the resisting in sections 119. The Client under the purpose the to find party without the prior writing to Taylor these terms and conditionally ratify any actions takement in adaption to the Codod and/or collateral (account) in favour of a third party without the prior writing to the proceeds derived from such sales.
 (d) the PPSA and taylor the PPSA and taylor these terms and conditionally ratify any actions takement in accordance with sections 114. (16): 13. and 14. (16): 14.

- Security and Charge In consideration of Taylor Bros agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Client effitter now or in the future, to secure the performance by the Client effitter now or in the payment of any and conditions (including, but not limited to, the payment of any 19.7
- money). The Client indemnifies Taylor Bros from and against all Taylor 20. Bros' costs and disbursements including legal costs on a solicitor 20.1 and own client basis incurred in exercising Taylor Bros' rights
- and own client basis incurred in exercising I alytor Bros rights under this clause. The Client irrevocably appoints Taylor Bros and each director of Taylor Bros as the Client's true and lawful altorneyis to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.
- Detects Defects The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Taylor 20.2 Bross dray alleged defect, shortage in quantity, damage of failure to comply with the description or quote. The Client shall afford Taylor Bros an opportunity to inspect the Good State State reasonable time following delivery if the Client taken afford are defective in any way. The Client shall all to comply with these 21. are defective for any way. The Client shall all to comply with these 1. or damage For defective Goods which Taylor Bros Itas agreed in writing that the Client is entitled to reject. Taylor Bros Itability is imited to either (at Taylor Bros Giosrefion) replacing the Goods or repairing the Goods. ted to either (at Taylor Bros' discretion) replacing the Goods or airing the Goods. ads will not be accepted for return other than in accordance 14.1 above.
- Subject to clause 14.1, non-stocklist items or Goods made to the Client's specifications are not acceptable for credit or return.

Warranty For Goods not manufactured by Taylor Bros, the warranty shall be the current warranty provided by the manufacturer of the Goods. Taylor Bros 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. Consumer Ouarantees Act 1993 If the Client is acquiring Goods that the provisions of the Consumer Guarantees Act 1993 to not apply to the supply of Goods by Taylor Bros to the Client.

Please note that a larger print version of these terms and conditions is available from Taylor Bros on request.

 Default and Consequences of Default
 (iv)

 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two
 22.

ency 22.2

erints & concattions of trades and a hait percent (2,5%) per calendar month (and at Taylor Bros 22.7 sole discretion such interest shall compound monthy at such a rate) after as well as before any judgment. If the outper to wess have for one say month (and at Taylor Bros 22.7 (including but not limet to internal administration fees, legal costs on a solicitor and own client basis, Taylor Bros in recovering the dobt (including but not limet to internal administration fees, legal costs on a solicitor and own client basis, Taylor Bros in recovering the dobt (including but not limet to internal administration fees, legal costs on a solicitor and own client basis, Taylor Bros collection agency 22.2 costs, and bank distonour fees). Further to any other rights or remedies Taylor Bros may have under this contradt, if a Client has made payment to Taylor Bros, 22.2 and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Taylor Bros under this contradt. Without prejudice to Taylor Bros other remedies at law Taylor Bros shall be entitled to cancel all or any part of any order of the Client which remains unfulfiled and all amounts owing to Taylor Bros shall be whether or not due for payment, become immediately 22.4 payable fr. (a) any noney payable to Taylor Bros, becomes overdue, or in 22.5 22.3

s shall, whether or not due for payment, become immediately 224 any money payable to Taylor Bros becomes overdue, or in 22.5 Taylor Bros opinon the Client will be unable to make a payment when it fails due; the Client has exceeded any applicable credit limit provided by Taylor Bros; the ditent becomes incolvent, convenes a meeting with its treditors, or proposes or enters into an arrangement with creditors, or proposes or enters into an arrangement with creditors, or proposes or enters into an arrangement with creditors or single and a signment for the benefit of its a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client. pay (a)

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, ror shall it affect that party is put to subsequently enforce that providit, void, lifegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. 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 Tauranga Courts in New Zealand. Taylor Bros 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 Taylor Bros 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 Taylor Bros of taylor Bros may legence and (a) the Client shall not be entitled to claim for liquidated is due to Taylor Bros may legence and (b) Taylor Bros may legence and/or assign all or any part of its rights and/or obligations under this contract without the Glient's consent. Taylor Bros may legence and/or assign all or any part of its rights and/or obligations under this contract dut any part of the Services but shall not be entitled to attoring to use within under no 'cromsets that lowers without the withen approval of Taylor Bros may elect to subcontract out any part of the Services but shall on be delived form any lability or obligation under this contract by so doing. Furthermore, the Client agrees and conditions by notifying the Client in writing. These changes shall be deemed to the set not writing. These changes shall be deemed to travylor Bros may ament the part of schore to the regist of Taylor Bros to provide Good and/or Services to the Client. New on the reasonable contriol of eather parts. Beotherd and hence whant and hences

Soft parties event beyond the reasonable control of effet party. Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them. ADDITIONAL TERMS AND CONDITIONS OF CARTAGE

Definitions "Sub-Contractor" means and includes: (a) any other person or entity with whom the Carrier may arrange for the carriage or storage of any Materials the subject of the contract, or (b) any person who is now or hereafter a servant, agent, employee or sub-contractor of any of the persons referred to "On sub-causes 2.1.1(a). "On sub-causes 2.1.1(a). Waterials" means any cargo to be moved from one place to another by way of the Services.

Acceptance The Client expressly warrants to Taylor Bros that the Client is either the owner or the authorised agent of the owner of any Materials to be transported by Taylor Bros.

Price and Payment Taylor Bros may charge freight by weight, measurement or value, and may at any time re-weight, or re-value or re-measure or require the Materials to be re-weighed, or re-valued or re-measured and charge proportional additional freight accordingly.

Taylor Bros Is Not A Common Carrier Taylor Bros is not a Common Carrier and all storage and other Services are participation transported and all storage and other Services are partormed by Taylor Bros subject only to these conditions and Taylor Bros reserves the right to refuse the body, and the carriage or transport of articles for any person, corporation body, and the carriage or transport of any class of articles at its discretion.

Dangerous Materials Unless otherwise agreed in advance in writing with Taylor Bros, the Cilent or the Cilent's authorsed agent shall not tender for carriage or for storage any explosive. Inflammable or otherwise dangerous Materials. The Cilent Istali be failable for and hereby indemnifies Taylor Bros for all loss or damage whatsoever caused by any dangerous Materials.

Insurance The Client acknowledges that: (a) Taylor Bios is under no obligation to arrange insurance of the Materials and it remains the Client's responsibility to ensure Materials and it remains the Client's responsibility to ensure (b) under no recurstances will Taylor bothy and ensure of the made against Taylor Both for their on Violation claim will be made against Taylor Both for their to arrange or ensure that the Materials are insured adequately or at all.

Risk The Client acknowledges that the Materials are transported at the Client's own risk. Taylor Bros shall not be under any liability for any loss or damage to the Materials whatsoever or howsoever arising (unless such loss or damage is due to the will un eglect of Taylor Bros). Taylor Bros limitation of liability shall include all actions, proceedings, daims, demands, liabilities, either express or implied, and all costs, losses, losses of profit, damages and expenses whatsoever which may be taken against Taylor Bros or incurred or become payable by Taylor Bros.

Route Deviation The Client shall be deemed to authorise any deviation from the usual route or manner of carriage of Materials that may in the absolute discretion of the Carner be deemed reasonable or necessary in the circumstances.

Charges Earned The Carrier's charges shall be considered earned in the case of Materials for carriage as soon as the Materials are loaded and dispatched from the Client's premises.

Demurrage The Client will be and shall remain responsible to the Carrier for all its proper charges incurred for any reason. A charge may be made by the Carrier in respect of any delay in excess of thirty (30) minutes in the carrier or witching occurring other than four their and the carrier reporting for loading or unloading. Labour to load or unload the vehicle shall be the responsibility and expense of the Client or Consignee.

Consignment Note It is agreed that the person delivering any Materials to the Carrier for carriage or forwarding is authorised to sign the consignment note for the Client.

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Definitions

- (b) (c)
- (d)

Cancellation Without profile

Cancellation Without produce to any other remedies Taylor Bros may have. If 228 Without pre the Client is horeact of any obligation (including those relating to payment) under these terms and conditions Taylor Bros may suspend or terminate the supply of Goods to the Client. 229 Taylor Bros will not be liable to the Client or any loss or damage the Client suffers because Taylor Bros has exercised its rights under this clause. Taylor Bros may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. Cn giving such notice Taylor Bros shall not be liable to 73.1 paid by the Client for the Scoods. Taylor Bros shall not be liable for Specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

- Privacy Diruce production has commenced, of an order has been placed. 22.2 All emails, documents, images or other recorded information Paid or used by Taylor Bros is "Personal Information" as defined and 23.3 referred to in classe 19.3 and therefore considered confidential. Taylor Bros acknowledges its obligation in relation to the handling, use, discoburs end processing of Personal Information pursuant 24, to the Privacy Act 2020 (The Act) including Part II of the OECD 24.1 to the Privacy Act 2020 (The Act) including Part II of the OECD 24.1 to the Privacy Act 2020 (The Act) including Part II of the OECD 24.1 to the Privacy Act 2020 (The Act) including Part II of the OECD 24.1 to the Privacy Act 2020 (The Act) including Part II of the OECD 24.1 to the Privacy Act 2020 (The Act) including Part II of the OECD 24.1 to the Privacy Intel Constance with the Act. Any release of such 25.1 notify the Client in accordance with the Act. Any release of such 25.1 notify the Client to Acte of Cookies where the Client Julies Taylor Brow III 25. The Park Induced III of the Act and must be approved by the Client by written consent, unless subject to an operation of the Orabics Induces 19.1, induce (Taylor Brow III 25.1 reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (Taylor Brow III) exolt the Client (I applicable). Such technologies allows the collection of Personal Information such as the Client (I all 18). (a) IP address, thrower, email client type and other similar (I) I month are available in Taylor Brow Intel Res and the Privacy Intel Client S. (a) IP address, thrower, Brand III client type and other similar (I all 18). (b) Interview the available in Taylor Brow III action Brand III client type and other similar (I all 19). (b) Interview the Res and the Taylor Brow III action Brand III client type and other similar (I all 19). (b) Interview the Res and the Taylor Brand III client Brand III client Brand Res and the Brand III client Brand III client Brand Res and the Brand Res

- (a) µ= appress, prowser, email client type and other similar details; (b) tracking websile usage and traffic; and (c) reports are available to Taylor Bros when Taylor Bros sends an email to the Client, so Taylor Bros may collect and review 27. If that information (collective) Personal Information?) 27.11 Bros Client consents to Taylor Bros used to Cooleas the Client may manage and control Taylor Bros provide the Client web browser, including removing Cooleas by deleting them from the browser history wither exiting the site. The Client authorises Taylor Bros or Taylor Bros agent to: (a) access, collect, relain and use any information about the 28. (c) client; (i) including, name, address, D.O.B, occucation, driver's
- (a) access, collect, retain and use any information about the 28. Client: Client: Client: a client control contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any corector the purpose of assessing the Client's under the purpose of assessing the Client's the Client. Client is balance on the purpose of assessing the Client's Details of the purpose of assessing the Client's the Client of the purpose of assessing the Client's the Taylor Brost from the Client directly or obtained by Taylor Bros 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 where authe Client is an individual the authorities under clause 19.3 are authe Client and individual the authorities under clause 19.3 2020.

Where the Client is an industrue in semantial and the constant of the purposes of the Privacy ALL 2020. The Client shall have the right to request (by e-mail) from Taylor 30. The Scient shall have the right to request (by e-mail) from Taylor 30. The Scient shall have the right to request the Taylor Bros correct and the stand information about the Client stand and the Science of the Science

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(c)

- Service of Notices Any written notice given under this contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this contract; is the variational end to the other party as stated in this

Trusts If the Client at any time upon or subsequent to entering in to the if the client at any time upon or subsequent to any trust (Trust) then whether or not Taylor Bros as have notice of the Trust, the Client covenants with Taylor Bros as follows: (a) the contract extends to all inghts of indemnity which the Client fund;

new of SUBSEQUENTLY itsey later agence une reasonable to that, the Client has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust stud. The Client will not release the right of indemnity or commit any prejudice that right of indemnity. The Client will not without consent in writing of Taylor Bros (Taylor Bros will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events, in the removal, replacement or reterment of the Client as trustee of the Trust.

(ii) any alteration to or variation of the terms of the Trust;
 (iii) any advancement or distribution of capital of the Trust;

the removal, replace trustee of the Trust

(iv) any resettlement of the trust property.

yr yrearwig a cure aurures or the other party as stated in this contract; by sending it by registered post to the address of the other 33.1 party as stated in this contract; f sent by facsimile transmission to the fax number of the other party as stated in this contract; f sent by ranalito the other party as stated in this contract; f sent by ramalito the other party as stated in this contract; f sent by ramalito the other party as stated in this contract; f sent by ramalito the other party is as known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.