



Customer Terms of Trade

Customer Details:

Trading Name:	
Company Name:	Limited
NZBN Number:	
Postal Address:	
Delivery Address:	
Email Address:	
Phone Number:	

Authorised Customer Contact:

Name:		Position:	
Email:		Mobile Phone:	

Accounts Payable Contact:

Name:		Position:	
Email:		Mobile Phone:	

Trade References:

Company Name:		Person/Mobile:	
Company Name:		Person/Mobile:	
Company Name:		Person/Mobile:	

PLEASE EMAIL COMPLETED & SIGNED FORM TO: accounts@plummercompressors.co.nz

Privacy Act:

The Customer warrants that any information provided is correct and consents to any personal information provided to be held and used by Plummer Compressors Limited for the purpose of: a) determining eligibility for credit; b) supplying Products and/or Services; c) collecting outstanding payments; and d) disclosure to third parties for a related purpose.

By signing below the Customer warrants that it has the authority to legally bind the Customer and accepts Plummer Compressors Limited's Terms of Trade attached which shall apply to the supply of all Products and/or Services.

Dated this day of 202...

Signed by the **Customer** by its duly authorised representative:

Name	Position	Signature
<input type="text"/>	<input type="text"/>	<input type="text"/>

Signed by **Plummer Compressors Limited** by its duly authorised representative:

<input type="text"/>	<input type="text"/>	<input type="text"/>
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Credit Approved:

Payment Terms:

Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of the Act or Regulations.

TERMS OF TRADE

The following Terms of Trade (Terms) apply to any Products and/or Services the Customer requests or receives from Plummer (subject to any variations agreed in writing between the parties) and shall constitute a binding agreement and acceptance by the Customer. In the event of any inconsistency between these Terms and any other prior document or schedule that the parties have entered into, then these Terms shall prevail.

DEFINITIONS

Customer means the person/s, entities or any person acting on behalf of and with the authority of the Customer purchasing Products and/or Services from Plummer.

Price means the price payable (plus GST/taxes) for the Products and/or Services as agreed between Plummer and the Customer and includes all freight, and insurance charges.

Plummer means Plummer Compressors Limited, at 11 Crooks Road, East Tamaki, Ak.

Products and/or Services means all products, equipment, services, technical advice, compressors, air pipe systems and related equipment/components provided by Plummer to the Customer and all of the Customer's present and after-acquired products that Plummer has performed work on or to in which Products have been attached or incorporated.

Worksite means the address nominated by the Customer to which the Products and/or Services are to be supplied or performed by Plummer.

1. GENERAL TERMS

1.1 The Parties agree to comply with: a) the provisions of all statutes, regulations, N.Z standards applicable and bylaws of Government, local and other public authorities that may be applicable to the provision of the Products and Services, including any WorkSafe health and safety laws or any other relevant safety standards or legislation pertaining to the Services; and b) the terms of any insurance policy relating to the hire of Products.

1.2 The Parties agree that Plummer shall be entitled to rely on the accuracy of any equipment specifications and other information provided by the Customer or its technical adviser. Plummer accepts no responsibility for any loss, damages, or costs resulting from information provided that is inaccurate, and the Customer agrees to pay any additional costs associated with inaccurate information.

1.3 If the Customer is acquiring the Products and Services for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the Customer.

2. RESPONSIBILITIES OF PLUMMER

2.1 Plummer will use reasonable endeavours to provide Products and/or Services: a) to a high industry standard and treat the Customer and the Worksite with the utmost respect; b) that are fit for purpose and are of a suitable quality based on its assessment of the Customer's intended purpose; c) as soon as reasonably possible unless delayed by an event beyond its control, including but not limited to any failure by the Customer to; a) select a Product type; or b) have the Worksite ready on time; or c) notify Plummer that the Worksite is ready.

2.2 Where the Customer has supplied equipment for Plummer to install, Plummer shall advise the Customer of their suitability for the intended purpose and of any faults inherent in those Products. However, if in Plummer's opinion, it is believed that the Products supplied are not suitable or will not perform to an acceptable standard, then Plummer shall be entitled, without prejudice, to suspend the Services until the appropriate conforming Products are sourced or the appropriate certification for the Product is produced and all costs associated with this will be invoiced in terms of clause 6.1.

2.3 Plummer agrees to always comply with sections 28 and 34 of the Health & Safety at Work Act 2015 with meeting its obligations regardless of whether it is the party in control of the Worksite or acting as a sub-contractor for the Customer.

2.4 Notify the Customer in writing or by email whenever Plummer changes these Terms.

3. RESPONSIBILITIES OF THE CUSTOMER

3.1 The Customer agrees to provide the information Plummer requests and warrants all information provided to Plummer is accurate and correct. Plummer may not be able to provide the Products and/or Services if the Customer fails to provide the information Plummer needs or the information is not correct.

3.2 The Customer will advise Plummer immediately if it finds any defective or unsafe Products.

3.3 The Customer agrees that it is responsible for: a) taking all practicable measures to ensure that no hazard arises at the Worksite causes harm to a Plummer employee and immediately inform Plummer in the event of any incident, accident or near-miss involving its employee(s); b) removing any obstacles, machinery, equipment or personal items that may hinder Plummer providing the Products and/or Services at the Worksite, and indemnify Plummer for any damage caused to those items through the Customer's failure to comply with this clause; c) ensuring that Plummer has clear and free access to the Worksite at all times (including carrying out Worksite inspections, gain signatures for required documents, and for the delivery and installation of the Products); d) continuing to inform Plummer of any material information that may affect Plummer's decision to provide the Customer with a credit facility; and e) adequately insuring against any liability for damage to the Worksite or third parties arising out of Plummer's acts or omissions whilst providing the Services.

3.4 The Customer agrees to provide a safe workplace for Plummer employees and will comply with all legislative and regulatory requirements relating to employees, including but not limited to health and safety, human rights and the Employment Relations Act 2000. If the Customer requires a Plummer employee or sub-contractor of Plummer to undertake a Worksite induction the Customer will be liable to pay Plummer's standard and/or overtime, (if applicable) hourly labour rate for that period. In the event that Plummer (in its sole discretion) believes that a hazard is or arising in the Worksite or operations poses an unacceptable risk to the health and/or safety of a Plummer employee it will be entitled, without penalty to withdraw its employee.

4. PRODUCT HIRE & SECURITY

4.1 The Customer agrees that when it hires Products or owes money to Plummer on those Products: a) the Products shall at all times remain the property of Plummer unless they are paid for in full; b) it is only a bailee of the Products; c) it will not sell, charge, pledge or part with possession of the Products; d) the Products will at all times, whilst in its care, custody or control, be at its sole risk; e) it will not do anything or omit to do anything, which might prejudice insurance cover on the Products; f) it will maintain and operate the Products in a manner that is consistent with the operating instructions issued by the manufacturer; g) it will use the Products in a careful and proper manner and not interfere, tamper or modify it or let anyone else do so; h) it will keep the Products safe, secure and ensure the Products are properly locked inside when the Worksite is left unattended; i) it will promptly notify Plummer of any loss or damage to the Products and co-operate in the making of any reports to the police or insurer; j) it will not remove any Plummer ownership sticker or other identification on the Products; k) it will pay the total cost for any repairs or replacement Products as a result of its use of the Products including any delivery and cleaning charges; l) it will report the Product run hours each weekly to Plummer; m) it will indemnify Plummer for all loss or damage suffered as a consequence of such damage or loss, or failure to return the Products; n) it will permit Plummer and its agents to enter the Worksite where the Products are located at all reasonable times in order to inspect the Products or carry out repairs to the Products;

and o) it will notify Plummer immediately if any judgment or order is levied against it or its property or if a receiver is appointed or a scheme of arrangement is proposed.

5. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

5.1 The Customer gives Plummer a security interest in the Products as security for all Customer obligations under this Agreement and this security interest, is registrable in the Personal Property Securities Registry.

5.2 The Customer agrees to promptly execute any documents and do anything else Plummer asks to ensure that its security interest created under this Agreement constitutes a first ranking perfected security interest over the Products.

5.3 The Customer shall: a) immediately notify us in writing if it changes its name; and b) provide any information Plummer reasonably requires to complete a financing statement or a financing change statement.

5.4 The Customer waives any right to receive a copy of a verification statement under the PPSA and agrees, to the extent permitted by law that: a) where Plummer has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply; b) sections 114(1)(a), 133 and 134 of the PPSA will not apply; and c) the Customer will have none of the rights referred to in sections 116, 119, 120(2), 125, 126, 127, 129, 131 and 132 of the PPSA and waives its rights to object under section 121.

5.5 The Customer agrees to pay all costs and expenses incurred by Plummer for the filing of a financing statement or financing change statement for the Products.

6. PRICE, PAYMENTS & SECURITY

6.1 The Customer agrees to pay Plummer the agreed Price for Products and/or Services, subject to any agreed variations. Where no price has been agreed to for the Products and Services the Customer agrees to pay the current amount Plummer charges at the time of supply.

6.2 The Customer agrees to pay for travelling time and a mileage fee calculated on the distance to the Worksite from Plummer.

6.3 The Customer agrees to pay in full by cash or by credit card (plus 5% merchant fee) before the Products are supplied unless otherwise agreed.

6.4 Quotations are only valid for 30 days or the period stated. Plummer may increase the price of Products and/or Services by the amount of any reasonable increase in the cost of their supply that is beyond its control or due to unexpected complications.

6.5 If the Customer fails to make payment on the due date, or exceeds its approved Credit Limit, then without prejudice to any other rights Plummer may have, it may suspend or cancel further Products and/or Services or enter the Worksite and recover possession of the Products.

6.6 The Customer agrees to pay interest on overdue account balances at the rate of 1.5% per month from the due date plus any expenses, disbursements and costs incurred by Plummer in the enforcement of any rights contained in this Agreement, including any reasonable solicitor's fees or debt collection agency fees.

6.7 A claim or dispute by the Customer does not entitle the Customer to set-off against, or withhold payment of, any money owing to Plummer.

7. WARRANTY

7.1 No representation, undertaking or warranty made by Plummer to the Customer shall be of any effect unless recorded in writing and agreed by both parties.

7.2 Claims for damaged Products must be made within 3 days of receipt from Plummer.

7.3 All warranty claims relating to Products and/or Services are: a) to be made within 30 days of receipt of the Products and/or Services; b) conditional on the relevant invoice being paid in full; and c) limited to the Product manufacturer's and/or Plummer's subcontractor's terms and conditions of warranty or as agreed under clause 7.1 above.

8. INDEMNITY, LIABILITY & RISK

8.1 If a Plummer employee is injured, or becomes liable for any breach of any statute or common law action whilst working at the Worksite, the Customer will indemnify Plummer in respect of any liability resulting from the injury or breach including (but not limited to) any: a) damages or penalties imposed on the Customer under any Act or Regulations; b) claims brought by the employee (or their executor) against the Customer arising out of the injury; c) any payments (including increases in levies due to an injury or accident) under the Injury Prevention and Rehabilitation and Compensation Act 2001.

8.2 Plummer will not be liable for any failure to provide the Products and/or Services if the failure arises as a consequence of fire, embargo, strike, pandemic, inability to secure labour/Product, or any other matters beyond the control of Plummer. In addition, Plummer will not be liable for any delay or failure to provide an employee to the Customer or any consequential loss or damage arising in respect of a delay or failure.

8.3 Plummer may cancel in full or in part an order for Product/and or Services if it is unable to supply them by notice in writing to the Customer.

8.4 Neither party shall be liable to the other party for any indirect or consequential loss, damages or expense of any kind whatsoever arising under or in respect of this Agreement. This includes, without limitation, any economic loss, loss of use, loss of profits, loss of income, or increased or alternative costs, however caused.

8.5 Clause 8.4 shall remain in effect after termination of this Agreement.

8.6 The Customer accepts responsibility for determining which Products it requires and does not rely on any technical or general advice or recommendations provided.

8.7 The Products will remain at the risk of Plummer until delivery to the Customer which will be deemed completed when Plummer gives possession of the Products to the Customer or to a carrier for the purposes of delivery to the Customer.

9. TERMINATION

9.1 The Customer agrees Plummer may terminate this Agreement and the provision of any Products and/or Services immediately if any judgment/order is levied against the Customer or its property or if an Administrator/Receiver is appointed.

10. ENFORCEMENT

10.1 No failure of a party to exercise any power given to it under this Agreement shall constitute a waiver of any of the parties' rights to subsequently enforce and compel strict compliance with the provisions of this Agreement.

10.2 Plummer may suspend Products and/or Services at any time if it believes the Customer is unable or has not complied with these Terms and it will not be liable for any consequential loss or damages.

11. NOTICES

11.1 Either party may send a notice to the other's last postal address or last email address and it will be deemed to be delivered five days after the date of posting or if sent by email when the transmission is successfully completed.