

# CLIENT INFORMATION FORM

Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

|  |           |                                       |           |
|--|-----------|---------------------------------------|-----------|
| <b>Client Details:</b> <input type="checkbox"/> Individual <input type="checkbox"/> Sole Trader <input type="checkbox"/> Trust <input type="checkbox"/> Partnership <input type="checkbox"/> Company <input type="checkbox"/> Other: |           |                                       |           |
| Full or Legal Name:  |           |                                       |           |
| Physical Address:  |           |                                       | Postcode: |
| Billing Address:   |           |                                       | Postcode: |
| Email Address:   |           |                                       |           |
| Phone No:  | Fax No:   | Mobile No:                            |           |
|  |           |                                       |           |
| <b>Personal Details:</b> <i>(please complete if you are an Individual)</i>   |           |                                       |           |
| D.O.B.:  |           | Driver's Licence No:                  |           |
|  |           |                                       |           |
| <b>Business Details:</b> <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>  |           |                                       |           |
| Trading Name:  |           | GST No: <i>(if applicable)</i>        |           |
| Company Number:  |           | Date Incorp. <i>(current owners):</i> |           |
| Contact Person:  |           |                                       | Phone No. |
| Nature of Business:  |           |                                       |           |
| Directors / Owners / Trustee: <i>(if more than two, please attach a separate sheet)</i>  |           |                                       |           |
| (1) Full Name:   |           |                                       | D.O.B.    |
| Private Address:   |           |                                       | Postcode: |
| Driver's Licence No:   | Phone No: | Mobile No:                            |           |
| (2) Full Name:   |           |                                       | D.O.B.    |
| Private Address:   |           |                                       | Postcode: |
| Driver's Licence No:   | Phone No: | Mobile No:                            |           |

I certify that the above information is true and correct and that I accept the supply of credit by PipeTech *(if applicable)*. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Pipe Technologies Limited which form part of and are intended to be read in conjunction with this Client Information Form and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

SIGNED (CLIENT): \_\_\_\_\_ SIGNED (PIPETECH): \_\_\_\_\_  
 Name: \_\_\_\_\_ Name: \_\_\_\_\_  
 Position: \_\_\_\_\_ Position: \_\_\_\_\_  
 Date: \_\_\_\_\_ Date: \_\_\_\_\_

| OFFICE USE ONLY    |               |      |
|--------------------|---------------|------|
| Account / Ref. No. | DATA INPUTTED | DATE |
|                    |               | / /  |

# Pipe Technologies Limited – Terms & Conditions of Trade

|  |   |   |
|--|---|---|
| 1.1  | <b>Definitions</b>  | (including, but not limited to, the use of CCTV equipment, cleaning etc., as have been agreed between the parties to this Contract. The Client's sole discretion the cost of delivery is included in the Price. |
| 1.2  | "Contract" means the terms and conditions contained herein, together with any quotation, order invoice or other document or agreements expressed to be supplementary to this Contract.  | 6.4   |
| 1.3  | "PipeTech" means Pipe Technologies Limited, its successors and assigns.   | 6.5   |
| 1.4  | "Client" means the person, entity, or any person acting on behalf of and with the authority of the Client requesting PipeTech to provide the Services. It shall include, but not be limited to, order, invoice or other documentation, and:   | 6.6   |
| (a)  | if there is more than one Client, it is a reference to each Client individually and separately;   | 6.7   |
| (b)  | if the Client is a partnership, it shall bind each partner jointly and severally;   | 6.8   |
| (c)  | if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and  | 7.1   |
| (d)  | it includes the Client's executors, administrators, successors or assigns.  | 7.2   |
| 1.5  | "Goods" means all Goods or Services supplied by PipeTech 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).   | 7.3   |
| 1.6  | "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (usually identifying the user, such as a particular device, and website, and can be accessed either by the web server or the Client's computer. If the Client does not wish to allow Cookies to operate in the background when the Client's website is open, the Client shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website, prior to making enquiries on the website.  | 7.4   |
| 1.7  | "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between PipeTech and the Client in accordance with clause 5 below.   | 7.5   |
| 2.1  | <b>Acceptance</b>   | 7.6   |
| (a)  | 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 Goods.   | 7.7   |
| (b)  | In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the Client has entered into, the terms of this Contract shall prevail.  | 7.8   |
| 2.3  | Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.   | 7.9   |
| 2.4  | The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has accepted the Goods delivered by PipeTech and it has been approved with a credit limit established for the account.  | 8.1   |
| 2.5  | The order for any quantity of Goods requested exceeds the Client's credit limit and/or the account exceeds the payment terms, PipeTech reserves the right to refuse delivery.   | 8.2   |
| 2.6  | The Client agrees to be a tenant to be read in conjunction with PipeTech's Hire Form, and where the context so permits, the terms "Goods" or "Services" shall include any supply of equipment, as defined in clause 3.1.  | 8.3   |
| 2.7  | Equipment, as defined in clause 3.1, includes, but is not limited to, normal business hours (including, but not limited to, working through lunch breaks, weekends and/or Public Holidays), then PipeTech reserves the right to access, use, test, inspect, repair, or replace any equipment, or otherwise agreed between PipeTech and the Client.  | 8.4   |
| 2.8  | PipeTech will not undertake pipe lining or offer any fixed price quotation prior to a written quotation or a written order. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Regulations 2016 or any other applicable provisions of that Act or any Regulations referred to in that Act.  | 8.5   |
| 3.1  | <b>Errors and Omissions</b>   | 8.6   |
| (a)  | The Client acknowledges and accepts that PipeTech shall, without prejudice, be liable in respect of any alleged or actual error(s) and/or omission(s).  | 8.7   |
| (b)  | resulting from an inadvertent mistake made by PipeTech in the fulfilment of its contract with the Client, and   | 8.8   |
| (c)  | contained in omitted from any literature (hard copy and/or electronic) supplied by PipeTech in respect of the Services.   | 8.9   |
| 3.2  | In the event such an error or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of PipeTech, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.  | 8.10  |
| 4.1  | <b>Change in Control</b>  | 9.1   |
| (a)  | The Client shall give PipeTech 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 and contact details or fax numbers or e-mail addresses) or any change in the Client's liability to be liable for any loss incurred by PipeTech as a result of the Client's failure to comply with this clause.  | 9.2   |
| 5.1  | <b>Price and Payment</b>  | 9.3   |
| (a)  | At PipeTech's sole discretion the Price shall be either:  | 9.4   |
| (b)  | PipeTech's quoted price (subject to clause 5.2) which will be valid for a period of ninety (90) days, or  | 9.5   |
| (c)  | PipeTech's best quotation or otherwise for a period of thirty (30) days.  | 9.6   |
| 5.2  | PipeTech reserves the right to change the Price:  | 9.7   |
| (a)  | if a variation to the Goods originally to be supplied is requested or   | 9.8   |
| (b)  | if a variation to the Services originally scheduled (including any applicable special conditions) is requested; and   | 9.9   |
| (c)  | where additional Services are required due to the discovery of hidden or undetectable difficulties (including, but not limited to, poor weather conditions, any unforeseen or unexpected pipe that is subject to the Services is unsuitable for lining, incorrect measurements, plans, and/or specifications which are not clearly stated in the contract or any other relevant work by any third party not being completed, discovery of greater damage to the pipe than was first anticipated, pipe obstruction during the process of any repair or any other obstruction of the drainage line by the Client, unidentified underground obstacles, etc.) which are only discovered on commencement of the Services.  | 9.10  |
| (d)  | in the event of increases to PipeTech in the cost of labour or materials which are beyond PipeTech's control.   | 9.11  |
| 5.3  | Where the Client's quotation is not accepted by PipeTech's quotation, and will be detailed in writing, and shown as variations to PipeTech's invoice. The Client shall be required to respond to any such variation in writing to the maximum extent possible. Failure to do so will entitle PipeTech to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.   | 9.12  |
| 5.4  | At PipeTech's sole discretion a non-refundable deposit may be required.   | 9.13  |
| 5.5  | Times for payment for the Goods being of the essence, the Price will be payable by the Client on the date(s) determined by PipeTech, which may be:  | 9.14  |
| (a)  | before delivery of the Goods;   | 9.15  |
| (b)  | by way of instalment payments in accordance with PipeTech's payment schedule;   | 9.16  |
| (c)  | for certain approved Clients, due twenty (20) days following the end of the month of the month in which the invoice is issued to the Client's address or address for notices; and   | 9.17  |
| (d)  | the date specified on any invoice or other form as being the date for payment; or   | 9.18  |
| (e)  | failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by PipeTech.   | 9.19  |
| 5.6  | Payment may be made by cash, electronic (via bank) or by any other method as agreed between the Client and PipeTech.  | 9.20  |
| 5.7  | PipeTech may invoice the Client for any amount received from the Client towards any agreement that PipeTech determines and may do so at the time of receipt or at any time afterwards. On any default by the Client, the Client shall be deemed to have previously received and allocated. In the absence of any payment allocation by PipeTech, payment will be deemed to be allocated to any GST in favour of PipeTech. The Client shall be deemed to have accepted any GST in favour of PipeTech under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off as the other amount, at the same time as the same or on any other date, and in addition to the Price. In addition to the Price, any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price. | 9.21  |
| 6.1  | <b>Privity of Services</b>  | 9.22  |
| (a)  | Subject to clause 6.2 if the Client's responsibility to ensure that the Services start at a time which is reasonably possible.  | 9.23  |
| (b)  | The Services' commencement date will be put back and the completion date extended by whatever time is reasonable in the circumstances. PipeTech shall not be deemed to be in breach of its obligation to provide the Services, and this obligation shall be deemed to be a contract which is not terminated by the Client's failure to pay the Price, and which is not terminated by the Client's failure to pay the Price, and which is not terminated by the Client's failure to pay the Price.   | 9.24  |
| (c)  | make a selection for;   | 9.25  |
| (d)  | make a selection for the Services; or   | 9.26  |
| (e)  | notify PipeTech of any relevant changes.  | 9.27  |
| 6.3  | Delivery (Delivery) of the Goods shall be deemed to have taken place once PipeTech has installed all Goods (including, but not limited to, lines, patches etc.) and provided all services   | 9.28  |
| (including, but not limited to, the use of CCTV equipment, cleaning etc., as have been agreed between the parties to this Contract. The Client's sole discretion the cost of delivery is included in the Price.  |   | 9.29  |
| PipeTech may deliver the Goods in separate instalments. Each instalment shall be delivered in accordance with the provisions in these terms and conditions.  |   | 9.30  |
| Any time specified by PipeTech for Delivery of the Goods is intended to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by PipeTech is sufficient evidence of PipeTech's rights to receive the insurance proceeds without the need for any person dealing with PipeTech to make further enquiries.  |   | 9.31  |
| In the event that the Client requests PipeTech to use drain/pipe unblocking equipment, and PipeTech does not recommend the use of such equipment, and the Client nevertheless uses such equipment, PipeTech may require the Client or their agent to authorise commencement of the Services in writing if the drain/pipe unblocking equipment is used. If such equipment is lodged or stuck, PipeTech may be responsible for the cost of repair, replacement and/or removal of said equipment.   |   | 9.32  |
| Where the Client is only responsible for parts that are replaced and/or repaired by PipeTech, and in the event that other parts; subsequently, the Client agrees to indemnify PipeTech for any loss or damage to the Goods, or caused by the Goods, or any part thereof whatsoever arising. PipeTech shall be entitled to rely on the accuracy of any plans, 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, PipeTech accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information. |   | 9.33  |
| The Client warrants that any structures or connections to which the Goods are to be attached are in good order and condition, and that all plumbing connections (including, but not limited to, pipes, couplings and valves) are of suitable capacity to receive the Goods and meet New Zealand Standards and local statutory requirements.  |   | 9.34  |
| The Client acknowledges and agrees that the presence of any contamination or other matter, generally indicates damaged pipes. Accordingly, the Client agrees that these pipes cannot be fixed by simply removing plant/tree root growth or debris. The Client agrees to pay for the cost of any work arising from any future and in respect of any work carried out in relation hereto.  |   | 9.35  |
| The Client acknowledges and agrees that the curing time for repairs (where applicable) is dependent on the curing time for the weather, and as such PipeTech offers no guarantee as to the length of time the curing process will take.  |   | 9.36  |
| The Client agrees to pay for the cost of the pipes for the provision of the Services whether or not the pipes are cleared.   |   | 9.37  |
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