



Door Solutions (2021) Ltd
61 Sunshine Ave
PO Box 10049
Te Rapa, Hamilton

Phone 849 4209

JOB AUTHORISATION

Customer's Full Name _____
Full Address _____
Phone Numbers _____
Email _____
Contact _____

Details of work to be undertaken (include a description of goods/products/services to be provided):

Approx date required _____

I / We have instructed Door Solutions (2021) Ltd to undertake the above work. I / We have read and agree to be bound by the terms and conditions of trade as printed overleaf. I / We warrant to Door Solutions (2021) Ltd that the above information is to the best of my knowledge, information and belief true and correct and that I am duly authorised to enter into this agreement. I also acknowledge that pursuant to the personal guarantee contained in the terms and conditions of trade that, where relevant, I am also signing this authorisation form in my/our personal capacity.

Signed on behalf of the customer _____ Print Name _____
Designation _____
Dated this _____ day of _____ 20____

Guarantee: In consideration for Door Solutions agreeing to supply Goods and grant credit to the Customer at their request, the guarantors sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Door Solutions the payment of any and all monies now or hereafter owed by the Customer to Door Solutions and indemnify Door Solutions against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract.

Signed by the Guarantors:
Signature: _____ Guarantor Name: _____ Date: _____
Signature: _____ Guarantor Name: _____ Date: _____
Signature: _____ Guarantor Name: _____ Date: _____

For any deposits required prior to starting your order
Our bank details are

Door Solutions (2021) Ltd
Westpac
03 / 0318 / 0071159 / 00

Thank you

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Door Solutions" shall mean Door Solutions Limited, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from Door Solutions.
- 1.3 "Goods" shall mean:
 - 1.3.1 all Goods of the general description specified on the front of this agreement and supplied by Door Solutions to the Customer; and
 - 1.3.2 all Goods supplied by Door Solutions to the Customer; and
 - 1.3.3 all inventory of the Customer that is supplied by Door Solutions; and
 - 1.3.4 all Goods supplied by Door Solutions and further identified in any invoice issued by Door Solutions to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.5 all Goods that are marked as having been supplied by Door Solutions or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Door Solutions; and
 - 1.3.6 all of the Customer's present and after-acquired Goods that Door Solutions has performed work on or to or in which goods or materials supplied or financed by Door Solutions have been attached or incorporated.
 - 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 "Goods" shall also mean all goods, products, services and advice provided by Door Solutions to the Customer and shall include without limitation the manufacture and supply of prehung doors, hardware, cavity sliders, entrance doors, finishing lines and all associated goods and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Goods by Door Solutions to the Customer.
- 1.5 "Price" shall mean the cost of the Goods as agreed between Door Solutions and the Customer and includes all disbursements eg charges Door Solutions pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by Door Solutions from the Customer for the supply of Goods shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Door Solutions to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Goods provided by Door Solutions to any other party.
- 3.2 The Customer authorises Door Solutions to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed orally the Goods shall be deemed to be sold at the current amount as such Goods are sold by Door Solutions at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Goods that is beyond the control of Door Solutions between the date of the contract and delivery of the Goods.

5. PAYMENT

- 5.1 Payment for Goods shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Door Solutions in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5 A deposit may be asked for.

6. QUOTATION

- 6.1 Where a quotation is given by Door Solutions for Goods:
 - 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
 - 6.1.3 Door Solutions reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Goods are required in addition to the quotation the Customer agrees to pay for the additional cost of such Goods.

7. RISK

- 7.1 The Goods remain at Door Solutions's risk until delivery to the Customer.
- 7.2 Delivery of Goods shall be deemed complete when Door Solutions gives possession of the Goods directly to the Customer or possession of the Goods is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.
- 7.3 The time agreed for delivery shall not be an essential term of this contract unless the Customer gives written notice to Door Solutions making time of the essence.

8. AGENCY

- 8.1 The Customer authorises Door Solutions to contract either as principal or agent for the provision of Goods that are the matter of this contract.
- 8.2 Where Door Solutions enters into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract.

9. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 9.1 Title in any Goods supplied by Door Solutions passes to the Customer only when the Customer has made payment in full for all Goods provided by Door Solutions and of all other sums due to Door Solutions by the Customer on any account whatsoever. Until all sums due to Door Solutions by the Customer have been paid in full, Door Solutions has a security interest in all Goods.
- 9.2 If the Goods are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Goods shall remain with Door Solutions until the Customer has made payment for all Goods, and where those Goods are mixed with other property so as to be part of or a constituent of any new Goods, title to these new Goods shall be deemed to be assigned to Door Solutions as security for the full satisfaction by the Customer of the full amount owing between Door Solutions and Customer.
- 9.3 The Customer gives irrevocable authority to Door Solutions to enter any premises occupied by the Customer or on which Goods are situated at any reasonable time after default by the Customer or before default if Door Solutions believes a default is likely and to remove and repossess any Goods and any other property to which Goods are attached or in which Goods are incorporated. Door Solutions shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Door Solutions may either resell any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Goods and credit the Customer's account with the invoice value thereof less such sum as Door Solutions reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

- 9.4 Where Goods are retained by Door Solutions pursuant to clause 9.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.

9.5 The following shall constitute defaults by the Customer:

- 9.5.1 Non payment of any sum by the due date.
- 9.5.2 The Customer intimates that it will not pay any sum by the due date.
- 9.5.3 Any Goods are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods.
- 9.5.4 Any Goods in the possession of the Customer are materially damaged while any sum due from the Customer to Door Solutions remains unpaid.
- 9.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.
- 9.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 9.5.7 Any material adverse change in the financial position of the Customer.

- 9.6 If the Credit Repossession Act applies to any transaction between the Customer and Door Solutions, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

10. PAYMENT ALLOCATION

- 10.1 Door Solutions may in its discretion allocate any payment received from the Customer towards any invoice that Door Solutions determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Door Solutions, payment shall be deemed to be allocated in such manner as preserves the maximum value of Door Solutions's purchase money security interest in products.

11. DISPUTES

- 11.1 No claim relating to Goods will be considered unless made within fourteen (14) days of delivery.

12. RETURN OF GOODS

- 12.1 The Customer shall be deemed to have accepted the Goods provided unless the Customer notifies Door Solutions otherwise within three (3) days of delivery of the Goods to the Customer.
- 12.2 No Goods will be accepted for return by Door Solutions without prior approval of Door Solutions.

13. LIABILITY

- 13.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Door Solutions which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Door Solutions, Door Solutions's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 13.2 Except as otherwise provided by clause 13.1 Door Solutions shall not be liable for:
 - 13.2.1 Any loss or damage of any kind whatsoever including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods provided by Door Solutions to the Customer; and
 - 13.2.2 The Customer shall indemnify Door Solutions against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Door Solutions or otherwise, brought by any person in connection with any matter, act, omission, or error by Door Solutions its agents or employees in connection with the Goods.

14. WARRANTY

- 14.1 Manufacturer's warranty applies where applicable.
- 14.2 Any written warranty that Door Solutions provide to the Customer will also form part of these terms and conditions of trade.

15. CONSUMER GUARANTEES ACT

- 15.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Goods from Door Solutions for the purposes of a business in terms of section 2 and 43 of that Act.

16. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 16.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Door Solutions agreeing to supply Goods and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Door Solutions the payment of any and all monies now or hereafter owed by the Customer to Door Solutions and indemnify Door Solutions against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

17. CANCELLATION

- 17.1 Door Solutions shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of Goods to the Customer if the Customer fails to pay any money owing after the due date or the Customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967.
- 17.2 Any cancellation or suspension of this agreement shall not affect Door Solutions's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or the Customer's obligations to Door Solutions under this contract.

18. MISCELLANEOUS

- 18.1 Door Solutions shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 18.2 Failure by Door Solutions to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Door Solutions has under this contract.
- 18.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 18.4 The client shall not assign all or any of its rights or obligations under this contract without the written consent of Door Solutions.