



The Boltholder Limited
 Postal Address: PO Box 259, MATAMATA 3440
 Physical Address: 9 Farmers Road, MATAMATA 3400
 Phone: (07) 881 9180
 Email: sales@theboltholder.co.nz
 Web: www.theboltholder.co.nz

GST No: 66 579 689

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Client's Details: <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:				
Trading Name: <i>(If different from above)</i>				
Physical Address:				Postcode:
Billing Address:				Postcode:
Email Address:				
Phone No:		Fax No:		Mobile No:
Personal Details: <i>(please complete if you are an Individual)</i>				
D.O.B.:			Driver's Licence No:	
Business Details: <i>(please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)</i>				
Company Number:			Date Incorp. <i>(current owners):</i>	
Nature of Business:				GST No: <i>(if applicable)</i>
Bank and Branch:				Account No:
Paid Up Capital: \$		Estimated Monthly Purchases: \$		Credit Limit Required: \$
Principal Place of Business is: <input type="checkbox"/> Rented <input type="checkbox"/> Owned <input type="checkbox"/> Mortgaged <i>(to whom):</i>				
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:
Account Terms: <input type="checkbox"/> 20 Days <input type="checkbox"/> COD <input type="checkbox"/> Other: _____ Purchase Order Required? <input type="checkbox"/> YES <input type="checkbox"/> NO				
Accounts Contact:			Purchasing Contact:	
Accounts Email Address:				Accounts Phone No:
Purchasing Email Address:				Purchasing Phone No:
Trade References: <i>(please provide companies that are willing to do trade references)</i>				
Name:		Address:		Phone / 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 The Boltholder 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.**

SIGNED (CLIENT): _____ SIGNED (THE BOLTHOLDER): _____

Name: _____ Name: _____

Position: _____ Position: _____

WITNESS TO CLIENT'S SIGNATURE:

Signed: _____ Name: _____ Date: _____

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

The Boltholder Limited – Terms & Conditions of Trade

1.1	Definitions "Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.	6.4	for all variations must be made in full at the time of their completion.	11.3	The Boltholder and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.	18.3	Boltholder shall not be liable for any loss or damage whatsoever arising from such cancellation.
1.2	The Boltholder warrants that the Client represents the Boltholder, or assigns or any person acting on behalf of and with the authority of The Boltholder Limited.	6.5	At the Boltholder's sole discretion a deposit may be required.	11.4	The Client waives its rights as a debtor under sections 116, 120(1), 121, 125, 126 and 131 of the PPSA.	18.4	In the event that the Client cancels Delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Boltholder as a result of such cancellation (including, but not limited to, any loss of profits).
1.3	"Client" means the persons, entities or any person acting on behalf of and with the authority of the Client who instructs the Boltholder to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and: (a) if there is more than one Client, is a reference to each Client jointly and severally; (b) if the Client is a partnership, it shall bind each partner jointly and severally; and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and (d) includes the Client's executors, administrators, successors and permitted assigns.	6.6	Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by the Boltholder, which may be: (a) on or before delivery of the Goods; (b) by way of instalments/progress payments in accordance with the terms of the Client's order; or (c) to 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; (d) the date specified in any invoice or other form as being the date for payment; or (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 the Boltholder.	11.5	Unless otherwise agreed to in writing by the Boltholder, the Client waives its right to receive a verification statement in accordance with section 146 of the PPSA.	19.1	Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
1.4	"Goods" means the Goods or Services supplied by the Boltholder 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).	6.7	Payment may be made by cash, cheque, electronic/on-line banking or by any other method as agreed to between the Client and the Boltholder.	11.6	In consideration of the Boltholder agreeing to supply the Goods, the Client changes all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance of the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).	19.2	Privacy Policy All emails, documents, images or other recorded information held or used by the Boltholder is Personal Information as defined and referred to in clause 19.3 and therefore considered confidential. The Boltholder acknowledges its obligation in relation to the handling, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 (the "Act") including Part II of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant to a European Economic Area ("EEA") then the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). The Boltholder acknowledges that in the event it becomes aware of any data breaches and/or disclosures of the Client's Personal Information, held by the Boltholder that may result in serious harm to the Client, the Boltholder will notify the Client in accordance with the Act and/or the GDPR. Any release of such personal information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
1.5	"Confidential information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as: name, address, D.O.B, occupation, driver's license details, electronic contact (any Facebook, Twitter, LinkedIn, Instagram, email, mobile or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.	6.8	The Boltholder may, in its discretion allocate any payment received from the Client towards any invoice that the Boltholder determines and may do so at the time of receipt or at any time afterwords. On any default by the Client the Boltholder may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Boltholder, payment will be deemed to be allocated in such manner as preserves the maximum value of the Boltholder's Purchase Money Security Interest (as defined in the PPSA) in the Goods.	11.7	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.3	Notwithstanding clause 19.1, privacy limitations will extend to the Boltholder in respect of Cookies where transactions for purchases/orders transpire directly from the Boltholder's website. The Boltholder agrees to display reference to such Cookies and/or similar tracking technologies such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's: (a) IP address, browser, email client type and other similar identifying information; (b) tracking website usage and traffic; and (c) reports are available to the Boltholder when the Boltholder sends an email to the Client, so the Boltholder may collect and review that information (collectively, "Personal Information").
1.6	"Cookies" means small files which are stored on a user's device and are used to enhance the user's experience (including personal information) specific to a particular client 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 their browser, the Client may adjust their browser settings, then the Client shall have the right to enable/disable the Cookies first by selecting the option to enable/disable Cookies on the website, prior to ordering Goods via the website.	6.9	Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Boltholder an amount equal to any GST the Boltholder must pay for any supply by the Boltholder under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.	11.8	The Client indemnifies the Boltholder from and against all the Boltholder's reasonable disbursements including legal costs on a solicitor and own client basis incurred in exercising the Boltholder's rights under this clause.	19.4	Where the Client is an individual, the authorities under clause 19.3 are authorities or consents for the purposes of the Privacy Act 1993.
1.7	"Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) in New Zealand Dollars for the Goods as specified in the Boltholder's and the Client in accordance with clause 6 below.	7.1	Delivery of Goods "Delivery" of the Goods is taken to occur at the time that: (a) the Client or the Client's nominated carrier takes possession of the Goods at the Boltholder's address; or (b) the Boltholder (or the Boltholder's nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address. At the Boltholder's sole discretion the cost of Delivery is in addition to the Price. The Boltholder may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. Any amount due by the Client to the Boltholder under this contract is an estimate only and the Boltholder 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 to be delivered at the time and place as was arranged between both parties. In the event that the Boltholder is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then the Boltholder shall be entitled to charge a reasonable fee for redelivery and/or storage.	12.1	The Client indemnifies the Boltholder from and against all the Boltholder's reasonable disbursements including legal costs on a solicitor and own client basis incurred in exercising the Boltholder's rights under this clause.	19.5	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
2.1	Acceptance The Client is taken to have exclusively accepted and is immediately deemed to have accepted the terms, conditions and conditions if the Client places an order for or accepts Delivery of the Goods.	7.2	At the Boltholder's sole discretion the cost of Delivery is in addition to the Price.	12.2	The Client indemnifies the Boltholder from and against all the Boltholder's reasonable disbursements including legal costs on a solicitor and own client basis incurred in exercising the Boltholder's rights under this clause.	19.6	Where the Client is an individual, the authorities under clause 19.3 are authorities or consents for the purposes of the Privacy Act 1993.
2.2	The Client is taken to have exclusively accepted and is immediately deemed to have accepted the terms, conditions and conditions if the Client places an order for or accepts Delivery of the Goods.	7.3	The Boltholder may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.3	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.7	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
2.3	The Client is taken to have exclusively accepted and is immediately deemed to have accepted the terms, conditions and conditions if the Client places an order for or accepts Delivery of the Goods.	7.4	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.4	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.8	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
2.4	The Client is taken to have exclusively accepted and is immediately deemed to have accepted the terms, conditions and conditions if the Client places an order for or accepts Delivery of the Goods.	7.5	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.5	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.9	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
2.5	The Client is taken to have exclusively accepted and is immediately deemed to have accepted the terms, conditions and conditions if the Client places an order for or accepts Delivery of the Goods.	7.6	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.6	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.10	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
2.6	The Client is taken to have exclusively accepted and is immediately deemed to have accepted the terms, conditions and conditions if the Client places an order for or accepts Delivery of the Goods.	7.7	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.7	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.11	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
2.7	The Client is taken to have exclusively accepted and is immediately deemed to have accepted the terms, conditions and conditions if the Client places an order for or accepts Delivery of the Goods.	7.8	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.8	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.12	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
2.8	The Client is taken to have exclusively accepted and is immediately deemed to have accepted the terms, conditions and conditions if the Client places an order for or accepts Delivery of the Goods.	7.9	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.9	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.13	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
2.9	The Client is taken to have exclusively accepted and is immediately deemed to have accepted the terms, conditions and conditions if the Client places an order for or accepts Delivery of the Goods.	7.10	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.10	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.14	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
2.10	The Client is taken to have exclusively accepted and is immediately deemed to have accepted the terms, conditions and conditions if the Client places an order for or accepts Delivery of the Goods.	7.11	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.11	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.15	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
3.1	Online Ordering The Client acknowledges and agrees that: (a) the Client does not guarantee the website's performance; and (b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website are subject to confirmation of acceptance by the Boltholder; and (c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades; and (d) there are internet connection delays and as such the Boltholder cannot warrant against delays or errors in transmitting data between the Client and the Boltholder including orders, and you agree that to the maximum extent permitted by law the Boltholder will not be liable for any losses which the Client suffers as a result of online-ordering not being available or for delays or errors in transmitting orders; and (e) when making a transaction through the website, the Client's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technical means to protect the Client's information displayed on the website. The encryption process ensures that the Client's information cannot be read by or altered by outside influences; and (f) the Client is the cardholder for any credit card being used to pay for the Goods, the Boltholder shall be entitled to reasonably assume that the Client has received permission from the cardholder for use of the credit card for the transaction.	8.1	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.12	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.16	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
3.2	The Client acknowledges and agrees that: (a) the Client does not guarantee the website's performance; and (b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website are subject to confirmation of acceptance by the Boltholder; and (c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades; and (d) there are internet connection delays and as such the Boltholder cannot warrant against delays or errors in transmitting data between the Client and the Boltholder including orders, and you agree that to the maximum extent permitted by law the Boltholder will not be liable for any losses which the Client suffers as a result of online-ordering not being available or for delays or errors in transmitting orders; and (e) when making a transaction through the website, the Client's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technical means to protect the Client's information displayed on the website. The encryption process ensures that the Client's information cannot be read by or altered by outside influences; and (f) the Client is the cardholder for any credit card being used to pay for the Goods, the Boltholder shall be entitled to reasonably assume that the Client has received permission from the cardholder for use of the credit card for the transaction.	8.2	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.13	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.17	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
3.3	The Client acknowledges and agrees that: (a) the Client does not guarantee the website's performance; and (b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website are subject to confirmation of acceptance by the Boltholder; and (c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades; and (d) there are internet connection delays and as such the Boltholder cannot warrant against delays or errors in transmitting data between the Client and the Boltholder including orders, and you agree that to the maximum extent permitted by law the Boltholder will not be liable for any losses which the Client suffers as a result of online-ordering not being available or for delays or errors in transmitting orders; and (e) when making a transaction through the website, the Client's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technical means to protect the Client's information displayed on the website. The encryption process ensures that the Client's information cannot be read by or altered by outside influences; and (f) the Client is the cardholder for any credit card being used to pay for the Goods, the Boltholder shall be entitled to reasonably assume that the Client has received permission from the cardholder for use of the credit card for the transaction.	8.3	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.14	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.18	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
3.4	The Client acknowledges and agrees that: (a) the Client does not guarantee the website's performance; and (b) display on the website does not guarantee the availability of any particular Goods; therefore, all orders placed through the website are subject to confirmation of acceptance by the Boltholder; and (c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades; and (d) there are internet connection delays and as such the Boltholder cannot warrant against delays or errors in transmitting data between the Client and the Boltholder including orders, and you agree that to the maximum extent permitted by law the Boltholder will not be liable for any losses which the Client suffers as a result of online-ordering not being available or for delays or errors in transmitting orders; and (e) when making a transaction through the website, the Client's information will pass through a secure server using SSL (secure sockets layer) encryption technology or any other similar technical means to protect the Client's information displayed on the website. The encryption process ensures that the Client's information cannot be read by or altered by outside influences; and (f) the Client is the cardholder for any credit card being used to pay for the Goods, the Boltholder shall be entitled to reasonably assume that the Client has received permission from the cardholder for use of the credit card for the transaction.	8.4	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.15	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.19	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
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4.1	Errors and Omissions The Client acknowledges and accepts that the Boltholder shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by the Boltholder in the formation and/or administration of this Contract; and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Boltholder in respect of the Services. In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or willful misconduct of the Boltholder, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.	8.6	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.17	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.21	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
4.2	The Client acknowledges and accepts that the Boltholder shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s): (a) resulting from an inadvertent mistake made by the Boltholder in the formation and/or administration of this Contract; and/or (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by the Boltholder in respect of the Services. In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or willful misconduct of the Boltholder, the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.	8.7	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.18	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.22	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
5.1	Change in Control The Client shall give the Boltholder 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 phone or fax number, change of trustees or business practices). The Client shall be liable for any loss incurred by the Boltholder as a result of the Client's failure to comply with this clause.	8.8	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.19	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.23	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
6.1	At the Boltholder's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Boltholder to the Client; or (b) the Boltholder's quoted price (subject to clause 2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Boltholder reserves the right to change the Price: (a) where a variation to the Goods is requested by the Client; or (b) if during the course of the Services, the Goods cease to be available from the Boltholder's third party suppliers, then the Boltholder reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or (c) in the event of increases to the Boltholder in the Goods and/or labour costs (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight charges) or increases in the cost of materials, cost of materials, inaccurate information supplied by the Client (including but not limited to operating tolerances, length, width, number, change, bearing requirements, etc.) which are beyond the Boltholder's control.	8.9	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.20	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.24	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
6.2	At the Boltholder's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Boltholder to the Client; or (b) the Boltholder's quoted price (subject to clause 2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Boltholder reserves the right to change the Price: (a) where a variation to the Goods is requested by the Client; or (b) if during the course of the Services, the Goods cease to be available from the Boltholder's third party suppliers, then the Boltholder reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or (c) in the event of increases to the Boltholder in the Goods and/or labour costs (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight charges) or increases in the cost of materials, cost of materials, inaccurate information supplied by the Client (including but not limited to operating tolerances, length, width, number, change, bearing requirements, etc.) which are beyond the Boltholder's control.	8.10	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.21	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.25	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
6.3	At the Boltholder's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Boltholder to the Client; or (b) the Boltholder's quoted price (subject to clause 2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Boltholder reserves the right to change the Price: (a) where a variation to the Goods is requested by the Client; or (b) if during the course of the Services, the Goods cease to be available from the Boltholder's third party suppliers, then the Boltholder reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or (c) in the event of increases to the Boltholder in the Goods and/or labour costs (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight charges) or increases in the cost of materials, cost of materials, inaccurate information supplied by the Client (including but not limited to operating tolerances, length, width, number, change, bearing requirements, etc.) which are beyond the Boltholder's control.	8.11	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.22	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.26	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
6.4	At the Boltholder's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Boltholder to the Client; or (b) the Boltholder's quoted price (subject to clause 2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Boltholder reserves the right to change the Price: (a) where a variation to the Goods is requested by the Client; or (b) if during the course of the Services, the Goods cease to be available from the Boltholder's third party suppliers, then the Boltholder reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or (c) in the event of increases to the Boltholder in the Goods and/or labour costs (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight charges) or increases in the cost of materials, cost of materials, inaccurate information supplied by the Client (including but not limited to operating tolerances, length, width, number, change, bearing requirements, etc.) which are beyond the Boltholder's control.	8.12	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.23	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.27	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
6.5	At the Boltholder's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Boltholder to the Client; or (b) the Boltholder's quoted price (subject to clause 2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Boltholder reserves the right to change the Price: (a) where a variation to the Goods is requested by the Client; or (b) if during the course of the Services, the Goods cease to be available from the Boltholder's third party suppliers, then the Boltholder reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or (c) in the event of increases to the Boltholder in the Goods and/or labour costs (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight charges) or increases in the cost of materials, cost of materials, inaccurate information supplied by the Client (including but not limited to operating tolerances, length, width, number, change, bearing requirements, etc.) which are beyond the Boltholder's control.	8.13	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.24	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.28	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
6.6	At the Boltholder's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Boltholder to the Client; or (b) the Boltholder's quoted price (subject to clause 2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Boltholder reserves the right to change the Price: (a) where a variation to the Goods is requested by the Client; or (b) if during the course of the Services, the Goods cease to be available from the Boltholder's third party suppliers, then the Boltholder reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or (c) in the event of increases to the Boltholder in the Goods and/or labour costs (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight charges) or increases in the cost of materials, cost of materials, inaccurate information supplied by the Client (including but not limited to operating tolerances, length, width, number, change, bearing requirements, etc.) which are beyond the Boltholder's control.	8.14	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.25	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.29	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
6.7	At the Boltholder's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Boltholder to the Client; or (b) the Boltholder's quoted price (subject to clause 2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Boltholder reserves the right to change the Price: (a) where a variation to the Goods is requested by the Client; or (b) if during the course of the Services, the Goods cease to be available from the Boltholder's third party suppliers, then the Boltholder reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or (c) in the event of increases to the Boltholder in the Goods and/or labour costs (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight charges) or increases in the cost of materials, cost of materials, inaccurate information supplied by the Client (including but not limited to operating tolerances, length, width, number, change, bearing requirements, etc.) which are beyond the Boltholder's control.	8.15	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.26	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.30	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
6.8	At the Boltholder's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Boltholder to the Client; or (b) the Boltholder's quoted price (subject to clause 2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Boltholder reserves the right to change the Price: (a) where a variation to the Goods is requested by the Client; or (b) if during the course of the Services, the Goods cease to be available from the Boltholder's third party suppliers, then the Boltholder reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or (c) in the event of increases to the Boltholder in the Goods and/or labour costs (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight charges) or increases in the cost of materials, cost of materials, inaccurate information supplied by the Client (including but not limited to operating tolerances, length, width, number, change, bearing requirements, etc.) which are beyond the Boltholder's control.	8.16	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.27	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.31	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
6.9	At the Boltholder's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Boltholder to the Client; or (b) the Boltholder's quoted price (subject to clause 2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. The Boltholder reserves the right to change the Price: (a) where a variation to the Goods is requested by the Client; or (b) if during the course of the Services, the Goods cease to be available from the Boltholder's third party suppliers, then the Boltholder reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or (c) in the event of increases to the Boltholder in the Goods and/or labour costs (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight charges) or increases in the cost of materials, cost of materials, inaccurate information supplied by the Client (including but not limited to operating tolerances, length, width, number, change, bearing requirements, etc.) which are beyond the Boltholder's control.	8.17	Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.28	The Client irrevocably appoints the Boltholder and each director of the Boltholder as its true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on behalf of the Client.	19.32	The Client shall have the right to request the Boltholder for a copy of the Personal Information about the Client retained by the Boltholder and the right to request the Boltholder to correct any incorrect Personal Information about the Client held by the Boltholder.
6.10	At the Boltholder's sole discretion the Price shall be either: (a) as indicated on any invoice provided by the Boltholder to the Client; or (b) the Boltholder's quoted price (subject to clause 2) which will be valid for the period stated in the quotation or otherwise for a period						