

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 complet	e all sections and read the 1	erms and Conditions of	Trade overleaf or attached.				
Client's Details: o Individual o Sole Tra	ader o Trust o Par	tnership o Compa	iny Other:				
Full or Legal Name:							
Trading Name: (If different from above)							
Physical Address:				Postcode:			
Billing Address:				Postcode:			
Email Address:							
Phone No:	Fax No:		Mobile No:				
Personal Details: (please complete if you are an	Individual)						
D.O.B.	Driver's Licence No:						
Business Details: (please complete if you are a	Sole Trader, Trust, Partnersl	hip, Company or Other -	- as specified)				
Company Number:		Date Incorp. (current owners):					
Nature of Business:			GST No: (if applicable)				
Bank and Branch:		Account No:					
Paid Up Capital: \$ Estimated Monthly Purchases: \$			Credit Limit Required: \$				
Principal Place of Business is: • Rented • Owned • Mortgaged (to whom):							
Directors / Owners / Trustee (if more than two, please attach a separate sheet)							
(1) Full Name: D.O.B.							
Private Address:				Postcode:			
Driver's Licence No:	Phone No:		Mobile No:				
(2) Full Name:		D.O.B.					
Private Address:		Postcode:					
Driver's Licence No:	Phone No:		Mobile No:				
Account Terms: • 20 Days • COD	Purchase Order Required? • YES • NO						
Accounts Contact:	Purchasing Contact:						
Accounts Email Address:		Accounts Phone No:					
Purchasing Email Address:		Purchasing Phone No:					
Trade References: (please provide companies th	nat are willing to do trade refe	erences)					
Name:	Addres	SS:	Phone / Fax / Email:				
1.							
2.							
3.							
I certify that the above information is true and of TERMS AND CONDITIONS OF TRADE (ove conjunction with this Credit Account Application detailed in the Privacy Act clause therein.	correct and that I am author rleaf or attached) of The in and agree to be bound	orised to make this ap Boltholder Limited v by these conditions.	oplication for credit. I have rea which form part of and are i I authorise the use of my p	ad and understa ntended to be ersonal informa	and the read in ition as		
SIGNED (CLIENT):		SIGNED (THE BOLTHOLDER):					
		Name:					
		Position:					
		Date:					

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

The Boltholder Limited – Terms & Conditions of Trade

Definitions

"Client" means the person's, entities or any person acting on behalf of and with the authority of the Client requesting The Boltholder to provide the Services as specified in any proposal quotation, order, invoice or other documentation, and:

"The provided High Provided Hight Provided High Provided High Provided High Provided High Provi qualation, order, invoice or other documentation, and:

(a) if there is more than one Client, is a reference to each Client jointly and severally; and

(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.

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'

Contract.

with clause 6 below.
"The Boltholder means The Boltholder Limited, its successors and assigns. 16

eptance 10.1 Client is taken to have exclusively accepted and is immediately bound, jointly and rardly, by these terms and conditions if the Client places an order for or accepts Delivery 6 Coods. 2. 2.1 2.2

in the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this 10.3 Contract Abstraction. 2.3

over John Street, and the street of the stre

Bölthölder also reserves the right to halt all Services until such time as The Bolthouer and the Client agree to such changes. Any advice, recommendation, information, assistance or service provided by The Boltholder in relation to Goods or Services supplied is given in good faith to the Client, or the Client's agent and is based on the Boltholders own knowledge, and upperference and shalt agent and is based on the Boltholders own knowledge, and the Client or the Client or the Commendations are not acted upon then the Boltholder shall require the Client or their agent to authorise commencement of the Services in writing. The Boltholder shall require the Client or their agent to authorise commencement of the Services or losses that Occur after any subsequent commencement of the Services. Belance of the Services or losses that Occur after any subsequent commencement of the Services. Belance of the Services or the S 2.7

3. 3.1

planes rayer template with Section 2 on the Continua and Orbinites (and any Not. 2017 of any other application provisions of that Act or any Regulations referred to in that Act.

Online Ordering
11.1

(a) The Boltholder does not guarantee the website's performance:
(b) display on the website loses not guarantee the availability of any particular Goodscontinuation of the website of the solid provision of the subject to confirmation of acceptance by the Boltholder from the tot time for regularly scheduled maintenance and/or upgrades:
(c) on-line ordering may be unavailable from time to time for regularly scheduled maintenance and/or upgrades:
(d) there are inherent hazafatis in electronic distribution, and as such The Boltholder cannot 11.2 warrant against delays or errors in transmitting data between the Client and The Boltholder indusing orders, and you agree that to the maximum extent permitted by law, or ordering not being available or for delays or errors in transmitting orders:
(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 technology as disclosed by the Boltholder afford displayed on the website.

The encryption process ensures that the Client's information cannot be read by or (if it the Client is not the carchinder 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, or misseding information, interest or the transaction, or misseding information, interest or the administration of 11.3 feet solitors and the continuation of the Boltholder shushess, or violated these terms and conditions.

Errors and Omissions
The Client acknowledges and accepts that The Boltholder shall, without prejudice, accept no 11.5
Intellight in especial of any alleged or actual error(s) and/or omission(s): in the formation and/or 11.6
(a) administration of this Contract and/or
(b) contained information and in the Contract and/or
(b) contained information and in the Intelligence and or with a contract or and/or electronic) supplied by The 11.7
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 with dinsconduct of The Boltholder; the Client shall not be entitled to teat this Contract as repudited nor ender it invalue.

Change in Control
The Client Shall give The Botholder 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 and cleals (including but not limited to, changes in the Client's man, address and contact phone or fax number/s, change of trustees or flusiness practice). The Client shall be liable for any loss incurred by The Bothlodter as a result of the Client's failure to comply with this clause.

loss incurred by The Böllholder as a result of the Client's faller to comply with this clause.

Price and Payment
Al The Bollholder as old ediscretion the Price shall be either.

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Bollholder in the Client or old the Client or old

usage, uread type, worational exposure), etc) witch are Beyold The Bidtholder's confrior or (d) in the eyent of increases to The Botholder in the cost of labour or materials which are 13.2 beyond The Bidtholder's control. Variations will be charged for on the basis of The Botholder's quotation, and will be detailed in writing, and shown as variations on The Botholder's invoice. The Client shall be required to the control of the properties o

(c) by way of instalments/progress payments in accordance with The Boltholders payment (c) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices:

(d) the date specified on 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 14.1 and 14.2 any invoice given to the Client of the Boltholder apply), or by any other method as agreed to between the Client and The Boltholder may in its discretion allocate any payment received from the Client towards any time atterwants. On any detail by the Client the Boltholder may re-allocate any payment spreviously received and allocated. In the Boltholder may have the Boltholder may be payment and allocated in the Boltholder may may may may be boltholder, powent, while of the Boltholder may be payment with the deemed to be allocated in such manner as preserves the maximum value of the Boltholder payment will be deemed to be allocated in such manner as preserves the maximum value of the Boltholder payment will be deemed to be allocated in such manner as preserves the maximum value of the Boltholder payment will be deemed to be allocated in such manner as preserves the maximum value of the such as the payment and the Boltholder payment will be considered in the Boltholder payment will be considered in the Boltholder payment will be considered in the Boltholder payment while the Boltholder payment will be allocated in such manner as preserves the maximum value of the Boltholder payment and the Boltholder payment will be considered in the Boltholder payment will be allocated in such manner as preserves the maximum value of the Boltholder payment and the Boltholder payment will be allocated in such manner as preserves the maximum value of the Boltholder payment and the Boltho

Boltholder, payment, will be deemed to be allocated in sich manner as preservés the maximum value of the Boltholder's Purchase Money Security Interest (as defined in the PFSA) in the Goods. In the Goods in the Goods of the G

7.2

expressly included in the Price.

Delivery of Delivery De

Accuracy of Client's Plans and Measurements In the event the Client gives information relating to the Services (including plans, specifications, measurements and quantilies of the Goods required to complete the Services, 16.3 [3] It is the Client's responsibility to verify the accuracy of the measurements and quantilies before the Client of The Botholder places an order based on these measurements and

quantities. The Bollholder accepts no responsibility for any loss, damages, or costs however resulting from the Client's failure to comply with this clause; and The Bollholder shall be entitled to rely on the accuracy of such information. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, the Bollholder accepts no responsibility for any loss, damages, or

Risk
Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must
insure the Goods on or before Delivery.

If any of the Goods are damaged or destroyed following Delivery but prior to ownership
passing to the Client. The Boltholder is entitled to receive all insurance proceeds payable for
the Goods. The production of these terms and conditions by The Boltholder is sufficient
evidence of The Boltholders rights to receive the insurance proceeds without he need for
the Client requests. The Boltholders rights to receive the insurance proceeds without he need for
if the Client requests. The Boltholder is precised to the control of the Client requests the Boltholder is premised for 17.4

If the Client requests the Boltholder is premised to the Clients sole risk.

The Client acknowledges and accepts that Goods supplied may exhibit variations in shade,
colour; lexture, surface and finish which may:

(a) Take or change colour over timessult of exposure to heat, cold, weather;
(b) mark or stain if exposed to certain substances; and
(d) be damaged or disligured by impact or scratching.

Title
The Boltholder and the Client agree that ownership of the Goods shall not pass until:
(a) the Client has paid The Boltholder all amounts owing to The Boltholder; and
(b) the Client has met all of its other obligations to The Boltholder
Receipt by The Boltholder of any form of payment other than cash shall not be deemed to be 18.1
payment until that form of payment has been honoured, cleared or recognised.
It is further agreed that until ownership of the Goods passes to the Client in accordance with 10.1:
Client is only a bailee of the Goods and must return the Goods to The Boltholder on uest.
Client holds the benefit of the Client holds the client

the Client is only a ballee of the Goods and must return the Goods to The Bollholder on request. The Client is marance of the Goods on trust for The Bollholder and must pay to The Bollholder the proceeds of any insurance in the event of Bollholder and must pay to The Bollholder the proceeds of any insurance in the event of the Client should be applied the Client must find sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes 18.3 or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Bollholder and must pay or deliver the proceeds to The Bollholder on demand:

18.4 the Client does so then the Client holds the resulting product on trust for the Bollholder and must sell, dispose of or return the resulting product to The Bollholder and must sell, dispose of or return the resulting product to The Bollholder and the soll dispose to or return the resulting product to The Bollholder sells to directs.

The Bollholder because the Goods are kept and recover possession of the Goods:

The Bollholder may recover possession of any Goods in transit whether or not Delivery has occurred;

has occurred: the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of The Boltholder and The Boltholder and The Boltholder and proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client. (g)

Personal Property Securities Act 1999 ("PPSA")
Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
(a) these terms and conditions constitute a security agreement for the purposes of the these terms and conditions constitute a security agreement for the purposes of the PPSA: and

These terms and conditions consitute a security agreement for the purposes of the PPSA: and a security interest is taken in all Goods that have previously been supplied and that will be supplied in the future by the Boltholder to the Client, and the proceeds from such Goods as listed by The Boltholder to the Client in invoices rendered from time to time. Client undertakes to:
sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which The Boltholder may represent the control of the provided of the

such Sales.

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.

The Client waiter's Its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA and the PPSA and the PPSA are the perfect of the waiter of the PPSA and the PPSA are the perfect of the perfect

to 11.5.

Subject to any express provisions to the contrary (including those contained in this clause 11.1 19.5
Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of 19.6
any of the provisions of the PPSA.

any of the provisions u the Prion.

Security and Charge
In consideration of the Bollholder agreeing to supply the Goods, the Client charges all of its
priors, and considerated the Bollholder agreeing to superly the Goods, the Client charges all of its
priors, and the Client client charged, owned by the Client either new or in the future, and the Client grains a
security interest in all of its present and after acquired property, to secure the performance
by the Client of its obligations under these terms and conditions (including, but not limited to,
the payment of any money). The terms of the charge and security interest are the terms of
Memorandum 2018/434 (egistered pursuant to s.209 of the Land Transfer Act 2017.

The Client inference of the Client and against all The Bollholders costs and
disbursements including legal costs on a solicitor and own client basis incurred in exercising
The Bollholders' rights under this clause.

The Client irrevocably appoints The Solicitor and own client basis incurred in exercising
The Client irrevocably appoints The Solicitor and own client basis incurred in exercising
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The Client irrevocably appoints The Solicitor and own client basis incurred in the Client's
before any control of the Client's control of the

Defects
The Client shall inspect the Goods on Delivery and shall within seven (?) days of Delivery (time being of the essence) notify the Bothloder of any alleged defect, shortage in quantity, damage or failure to compty with the description or quite. The Client Shall afford for the Client Deliver's the Client Deliver's the Codes are defective in any way. If the Client fails to comply with these 21.1 provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which The Bothlother has agreed in writing that the Client is entitled to reject. The Bothlother's liability is limited to either (at The Bothlother's data).

repairing the Goods. Goods will not be accepted for return other than in accordance with 13.1 above, and d that: Bothholder has agreed in writing to accept the return of the Goods; and Coods are returned at the Client's cost within seven (7) days of the Delivery date;

the Goods are returned at the clients costs within seven (7) days us the cereway user, and and the Bothbolder will not be liable for Goods which have not been stored or used in a proper manner and the Goods are returned in the condition in which they were delivered and with all peckaging materials. In both cross and instruction material in as new condition as is be Bothbolder may (in its discretion) accept the return of Goods for credit but this may incur anding fee of therethy percent (20%) of the value of the returned Goods plus any freight, below the condition of the second to the returned Goods plus any freight, below to clause 13.1, non-stockist items or Goods made to the Client's specifications are acceptable for credit or return.

Warranty
Subject to the conditions of warranty set out in clause 14.2 The Bollholder warrants that if any defect in any workmanship provided by the Bollholder becomes apparent and is reported to the Bollholder warrants that if any defect in any workmanship provided by the Bollholder becomes apparent and is reported to the Bollholder will either (at The Bollholder sole describing) the The Bollholder sole describing the Bollholder warrants that if any defect of believing time being of the searce) then The Bollholder will either (at The Bollholders sole discretion) replace or 22.2

The conditions applicable to the warranty given by clause 14.1 are: be caused or partly caused by or arise through.

(a) failure on the part of the Client to properly maintain any Goods or serviced item; or (i) failure on the part of the Client to follow any instructions or guidelines provided by (ii) any use of any Goods or serviced item otherwise than for any application specified on a quote or dref form or (ii) failure on the part of the Client to follow any instructions or guidelines provided by (ii) any use of any Goods or serviced item otherwise than for any application specified on a quote or dref form or (iii) and the condition of the condition

Consumer Guarantees Act 1993 If the Client is acquiring Goods for the purposes of a trade or business, the Client 22.9 acknowledges that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of Goods by The Boltholder to the Client.

Intellectual Property
Where The Boltholder has designed, drawn or developed Goods for the Client, then the
copyright in any designs and drawings and documents shall remain the property of The
Boltholder. Under no Circumstances may such designs, drawings and documents be used
when the persons written approved persons the property of the
work of the property of the Boltholder in instructions given to The Boltholder way
not cause. The Boltholder to infiringe any patent, registered design or trademark in the
execution of the Clients order and the Client agrees to indemnity The Boltholder against any
action taken by a third party against The Boltholder in respect of any such infringement.
The Client agrees that The Boltholder may fat no costly use for the purposes of marketing or
entry fino any competition, any documents, designs, drawings of Goods which The
Boltholder has or enabled for the Client.

Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a hall percent (2.5%) per calendar month (and at the Botthoder's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owns the Bothoder any money the Client shall indemnify. The Bothoder for the Client shall indemnify the Bothoder for the Client shall not a solicitor and the control of the Bothoder for the Client payment of the Bothoder for the Client payment of the Client shall not a solicitor and own client basis. The Bothoder for societies the Client has made payment to The Bothoder societies, or societies, and bank dishonour fees). Further to any other rights or remedies The Bothoder may have under this Contract, if a Client has made payment to The Bothoder and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further cross incurred by The Bothodders of the remedies at law The Bothoders of the Client shall be not the solicitor of the client which remains unfulfilled and all amounts owing to the Bothoder shall, whether or not due to prayment, become immediately payable if:

any money payable to The Bollholder becomes overdue, or in The Bollholder's opinion the Client Will be unable to make a payment when it falls due the Client has exceeded any applicable credit mit provided by The Bollholder's opinion the Client becomes insolvent, coverence a meeting with its creditors or proposes or exceeding an arrangement with rections, or makes an assignment for the betieff of its affective manager, limitation (provisional or clients).

deditions; of a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

Cancellation
Without prejudice to any other remedies The Bothholder may have, if at any time the Client is
in breach of any obligation (including those relating to payment) under these terms and
conditions. The Bothholder may suspend or terminate the supply of Goods to the Client. The
Bothholder has exercised its rights under this clause.
The Bothholder has exercised its rights under this clause.
The Bothholder may cancel any Contract to which these terms and conditions apply or cancel
Delivery of Goods at any time before the Goods are delivered by giving written notice to the
Client. On giving such notice the Bothholder shall repay to the Client any money paid by the
Client for the Goods. The Bothholder shall not be liable for any loss or damage whatseems
arising from such cangellation.

A result of the Court of the Co

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 contidential. The Boltholder acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information privant to the Privacy Act 2020 (fine Act) including Part II of the OECD Guidelines as set out in the Act. The Boltholder acknowledges that in the event it becomes wave of any dela treaches and/or disclosure of acknowledges that in the event it becomes wave of any dela treaches and/or disclosure of the Client in accordance with the Act. Any release of the Client The Boltholder will notify the Client in accordance with the Act and must be approved by the Client by written consent, unless subject to an operation of law.

the Client's Personal Information, used by the Client's new processing the Client's Bestinder will moly the Client in accordance with the Act and must be approved by the Client's respect of such Personal Information must be in accordance with the Act and must be approved by the Client's respect of Cookies where the Client utilises. The Bolthoder is website to make enquiries. The Bolthoder 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 Indianation. The Client and the Client's and the Cookies and or similar tracking technologies, such as pixels and web beacons; (if applicable), such technology allows the collection of Personal Indianation. In the Client so the Bolthoder when the Bolthoder sends an email to the Client, so the Bolthoder was collect and review that information (collectively Personal Information and the Client, so the Bolthoder was collect and review that information (collectively Personal Information) and the Bolthoder was collected and review that information (collectively Personal Information) and the Bolthoder was collected and review that information (collectively Personal Information) and the Bolthoder was collected and review that information (collectively Personal Information) and the Bolthoder was privacy control with the Client with the Bolthoder's and the Bolthoder's support to the Bolthoder's personal review that information (collectively Personal Information) and the Client.

(a) cocks collect, relain and use any information about the Client.

(a) cocks collect, relain and use any information about the Client.

(b) the purpose of assessing the Client's creditivorthiness of Client.

(c) contact femal is Facebook or Twitter details), medical instructions one of Kin and other contact information (where applicable), previous credit applications, credit information and the client directly or obtained by the Bolthoder from any other source, to any other credit s

provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, deth collection or notifying a detail by the Client.

Where the Client is an individual the authorities under clause 19.3 are authorities or consents for the purposes of the Privacy Act 2020.

The Client shall have the right to request (by e-mail) from The Boltholder, a copy of the Personal Information about the Client retained by The Boltholder and the right to request that

Personal Information about the Client retained by The Boltholder and the right to reducts that The Boltholder correct any incorred Personal Information. The Boltholder will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfill the obligations of this Contract or is required to be maintained and/or stored in accordance with the law. The Client can make a privacy complaint by contacting The Boltholder via e-mail. The Boltholder will response to that complain within seven (7) days of receipt and will take reasonable sizes to make a decision as to the complaint via the whenty (20) days of receipt of the complaint, in the event that the Gleint is not satisfied with the resolution provided, the Client can make a complaint to the Privacy Commissioner at http://www.witnecy.org.nr.

Service of Notices Any_wriţien notice given under this Contract shall be deemed to have been given and

Any written notice given tinuer units common and interceived:

(a) by handing the notice to the other party, in person:
(b) by leaving it at the address of the other party as stated in this Contract:
(c) by sending it by registered post to the address of the other party as stated in this contract (if any), or receipt of confirmation of the transmission:

Contract (if any), or receipt of confirmation of the transmission:
(e) if sent by remail to the other party slast known email address.

Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

Trusts:
If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any frust ("Trust"), then whether or not The Boltholder may have notice of the Trust, the Client coherants with The Boltholder as follows:

(a) the Contract extends to all rights of indemnity which the Client now or subsequently may (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity or the Client will not release the right of indemnity or commit any treach of trust or be a party to any other action which might preduce that right of indemnity or commit any treach of trust or be a party to any other action which might preduce that right of indemnity.

(c) our account of the Client will not uneasonably withhold consent), cause, perfinit, or suffer to happen any of the following eyents:

events:

(i) he removal, replacement or retirement of the Client as trustee of the Trust;
(ii) any alteration to or variation of the terms of the Trust;
(iii) any advancement or distribution of capital of the Trust; or
(iv) any resettlement of the trust property.

(iii) any advancement or distribution of capital of the Irust; or (iv) any resettlement of the trust property.

General
The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. It any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, extreme, legality and enforceability of the remaining provision of these terms and conditions. In the provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, extreme, legality and enforceability of the remaining those stores and conditions of the provision of the cours of New Zealand. Subject to the CGA. The Bothlodder's shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profil) suffered by the Delbhodder shall be under no liability whatsoever to the Client arising out of a treach by The Bothlodder and or consequential to a stage of the section of the section of the cours of the Delbhodder in the Delbhodder shall be under to damages which under no circumstances shall be Bothlodder and without the Client across of the Delbhodder shall be under the Client across of the Delbhodder in the Client across of the Client arising to obtain a stage of the provided of the Cours of the Bothlodder in the Client across of the Bothlodder and the Client across of the Bothlodder and the Client across of the Client across of the Bothlodder and the Client across without the authority of the Bothlodder. The Client agrees that The Bothlodder may are dependent the Client across sub-contracts of the Client across the court of the Bothlodder and the Client across the court of the Bothlodder. The Client agrees that The Bothlodder may are off the Client agrees sub-contracts of the Client across the court of the Client across the court of the court of the Client across the court