Advanced Engineering – Terms & Conditions of Trade				
1:1	Definitions Advanced Engineering means brain Nicol Engineering (2004) Advanced Andinosed Engineering is successors and assigns.  Contract means the ferms and conditions contained herein, together with any quodation, order, invoice or other document or 6.5 amendments expressed to be supplemental to this Contract.  Contract means the ferms and conditions to the contract contract and the supplemental to the Contract contract in the customer does not wish to allow cookes to operate the Customer does not wish to allow cookes to operate the Customer shall have the right to enable of disable the Customer shall have the flight to enable of disable the Customer shall have the flight of the customer does not contract the customer contract contra	Payment for all variations must be made in full at the time of their completion.  At Advanced Engineering's sole discretion a reasonable deposit may be required.	Goods while they remain the property of Advanced Engineering; and Advanced Engineering may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.	may suspend or terminate the supply or purchase of spoots to the other party. Whether party will be lidel for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause. If Advanced Engineering, due to reasons, beyond Advanced Engineering, due to reasons, beyond Advanced to the Country of the second to the Customer Advanced Engineering may carcel any Cottgact to which these terms and conditions apply or cancel believely of goods
1.3	agrendments expressed to be supplemental to this Contract.  "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information), specific to a particular client and	the required.  Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date's determined by Advanced Engineering, Which may be (a) before delivery of the Goods or Service wenty (20) days following the contraction of the Contraction o	Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that constitute a security agreement for (a) these terms and conditions in writing the customer acknowledges and agrees that constitute a security agreement for (b) assently interest is taken in all Goods that have previously been supplied and that will be supplied in the future by Advanced Engineering to the Customer and the proceeds from such 19.3 Goods as listed by Advanced Engineering to the Customer in The Customer undertakes to:  The Customer undertakes to:  (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in, all respects) which Advanced Engineering may change statement on the Personal Property Securities Register oriange statement on the registering in financing statement or 200, and the processing the all expenses incurred in registering in financing statement or 200, and the processing the control of the processing the control of the processing the control of the processing the processing the control of the processing the control of the processing the processing the control of the processing	In Advanced Engineering, due to Teasons Devinio Advanced Engineering is reasonable control, is unable to the deliver any Goods to the Customer, Advanced Engineering 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 citying written potice to
	website, and can be accessed either by the web server or the client's computer, if the Customer does not wish to allow Cookies to operate in the background when using Advanced Engineering's website, then the Customer shall have the first to enable Customer shall be also do wise tirst	d) before delivery of the boddox of Services, or     for certain approved Customers, due twenty (20) days following     the end of the month in which, a statement is posted to the     Customers address or address for notices;     (c) the date specified on any invoice or other form as being the date     for navment or	(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and (b) a security interest is taken in all Goods that have previously been supplied and that will be supplied in the future by Advanced	which these terms and conditions apply or cancel Delivery of Goods and any time before the Coods are delivered by gringly written notice that any time before the Coods are delivered by gringly written notice that prepay to the Customer any money, paid by the Customer for the Goods. Advanced Engineering shall not be judge for any loss or the Customer may cancel Delivery of the Goods and/or Services by written notice served within twenty-four (24) hours of placement of the order. Failure by the Customer to directive accept Delivery of the Coords and or Services shall protect the Customer in breach of this Coordinate.
1.4	by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.  Customer means the person/s, entities or any person acting on behalf of and with the authority of the Customer regulasting Advanced 6.6	(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Advanced Engineering.  Payment may be made by cash, electronic/on-line banking, credit 12.2.	Engineering to the Customer, and the proceeds from such 19.3 Goods as listed by Advanced Engineering to the Customer in invoices rendered from time to time.  The Customer undertakes to:	The Customer may cancel Delivery of the Goods and/or Services by written notice served within twenty-four (24) hours of placement of the order. Failure by the Customer to otherwise accept Delivery of the Goods and/or Services shall place the Customer in breach of this
	Engineering to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:  (a) if there is more than one Customer, is a reference to each 6.7 Customer (only and severally and (b) if the Customer is, a partnership, it shall bind each partner jointly	c) the oldes specified on any invoice or other form as being the date to payment, or compared to the contrary, the date which is seven (7) days following the date or not payment, or compared to the customer by a customer by	(a) sign any further documents and/or provide any further information (such information to be complete, accurate and up- 19.4 to-date in all respects) which Advanced Engineering may reasonably require to redister a financing statement or financing.	Contract.  Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been
	(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and	Engineering determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Advanced Engineering may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Advanced	change statement on the Personal Property Securities Register, (b) indeminity, and upon demand reimburse, Advanced Engineering for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities 20.1	placed.  Privacy Policy All emails, documents, images or other recorded information held or
1.5	(a) if the Customer is a partnersinp, it shall bind each partner jointly and severally and a part of a Trust, shall be bound in their capacity as a fusiles and (d) includes the Customer's executors, administrators, successors and permitted assigns.  Price, means the Price payable (plus any Goods and Services Tax (CST) where applicable) for the Goods as agreed between 6 bellow.	Engineering, payment will be deemed to be allocated in such manner as preserves the maximum value of Advanced Engineering's Purchase Money Security Interest (as defined in the PPSA) in the Goods.	Register or releasing any Goods charged thereby; (c) no register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the	used by Advanced Engineering is "Personal Information" as defined and referred to in clause 20.3 and thereprore considered confidential. Advanced Engineering acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information
1.6	Advanced Engineering and the Customer in accordance with dause 6.8 Detroys. Pengers all Goods or Services supplied by Advanced Engineering to the Customer at the Customer's request from time to the customer's request from time to shall be interchangeable for the other).	Advanced Engineering nor to withhold payment of any invoice because part of that invoice is in dispute.	change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from	pursuant to the Privacy Act 2020 (the Act ) including Part II of the OECD Guidelines as set out in the Act. Advanced Engineering acknowledges that in the eyent it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, badd by Advanced Engineering that the aware of the program of the Customer's Personal Information, and the program of the Customer's Personal Information.
<b>2</b> . 2.1	shall be interchangeable for the other).  Acceptance The parties acknowledge and agree that:	Unless otherwise states the Price obes in flictuded Err. in addition of 190 and 190 an	such sales.  Unless otherwise agreed to in writing by Advanced Engineering, the Customer waives its night to receive a vertication statement in accordance with section 448 of the PPSA. The Customer shall unconditionally ratin yan actions taken by Advanced Engineering under clauses 12.1 to 12.3. Subject to arity express grovisions to the contrary (including those contained in this clause 12.) nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.	Customer, Advanced Engineering will notify the Customer in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Customer by written consent unless subject to an operation of law.
	(a) they have read and understood the terms and conditions contained in this Contract and     (b) the parties are taken to have exclusively accepted and are immediately bound, ignify and severally, by these terms and	deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the 12.5 Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in	Advanced Engineering under clauses 12.1 to 12.3.  Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions	Notwithstanding clause 20.1, privacy limitations will extend to Advanced Engineering in respect of Cookies where the Customer utilises Advanced Engineering's website to make enquiries. Advanced Engineering agrees to display reference to such Cookies
2.2	Acceptance The battle acknowledge and agree that The battle acknowledge and agree that The battle acknowledge and agree that The battle acknowledge and understood the terms and conditions of the parties are taken to have exclusively accepted and are immediately bound, jointly and severally, by these terms and compliance the customer places an order for or accepts delivery in the event of any inconsistency between the terms and conditions 7, of this Contract and any other prior document or schedule that the 7.1 arties have entered into, the terms of this Contract shall prevail, this Contract may only be amended in writing by the consent of both garties.	the Price.  Delivery of Goods Delivery ("Delivery") of the Goods is taken to occur at the time that: 13.1	of the PPSA.  Security and Charge In consideration of Advanced Engineering agreeing to supply the	Privacy Policy All emails, documents, images or other recorded information held or used by Advanced Engineering is "Personal Information" as defined and referred to in classes 20.3 and therefore considered contidential. Advanced Engineering acknowledges is obligation in feation to advance to the privacy Act 2020 (the Ad1) including Part III of the DECD Guidelines as set out in the Act Ad7) including Part III of the DECD Guidelines as set out in the Act Ad7 ancharea Engineering acknowledges that in the eyent it becomes aware of any data held by Advanced Engineering that may result in serious harm to the Customer, Advanced Engineering alt may result in serious harm to the Customer, Advanced Engineering and must be approved by the Notwitsstanding clause 20.1, privacy limitations will extend to Advanced Engineering in respect of Cookies where the Customer thisses Advanced Engineering swebsite to make enguines. Advanced Engineering digness to dispay reference to such Cookies (if applicable), such technology allows the collection of Personal Information such as the Customer s.
2.3	parties have entered into the terms of this Contract shall prevail.  Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both garties.	Delivery of Goods Delivery (Delivery) of the Goods is taken to occur at the time that 13.1 13.1 13.1 13.1 13.1 13.1 13.1 13.	of the PFSA.  Security and Charge In consideration of Advanced Engineering agreeing to supply the Goods, the Customer charges all of its rights, title and inferest (whether joint or several) in any lant, reality of other assets capable (whether joint or several) in any lant, reality of other assets capable and the Customer grants a security interest in all of its present and after-acquired property, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any property the temps of the charge and interest to the property of the control of the property of the control institute to the property of the control of the property of the control institute to 209 of the Land Transfer Act 2017. All Advanced Engineering from and against Advanced Engineering costs and disbursements including legal Advanced Engineering costs and disbursements in ordinary legal Advanced Engineering os soss and disbursements in ordinary legal Advanced Engineering costs and disbursements in ordinary legal Advanced Engineering on the Customer's true and leaving advanced Engineering as the Customer's true and leaving advanced Engineering and each order or Advanced Engineering and each advanced	Information such as the Custofflers:  (a) Pl address browser, email cent type and other similar details;  (b) Pl address browser, email cent type and other similar details;  (c) proports are available to Advanced Engineering when Advanced Engineering sends an email to the Customer, so Advanced Engineering and the Customer and the Customer of the Cu
2.4	The Customer acknowledges that the supply of Goods or Services or credit shall not take effect until the Customer has completed a 7.2 credit application with Advanced Engineering and it has been 7.3 approved with a gredit limit established for the account.	even if the Customer is not present at the address.  The cost of Delivery is in addition to the Price as agreed between the parties.  Any time specified by Advanced Engineering for Delivery of the	after-acquired property, to secure the performance by the Customer 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 2018/4344 registered	("Collectively Personal Information") If the Customer consents to Advanced Engineering's use of Cookies on Advanced Engineering's website and later wishes to withdraw that consent, the Customer may manage and control Advanced
2.5 2.6	In the event that the supply of Goods of Services requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, Advanced Engineering reserves the right to refuse delivery, Any advice, recommendation, information, assistance or service	gariues.  Any time specified by Advanced Engineering for Delivery of the Goods is an estimate only. The Customer must take Delivery of the people or collection of the Goods whenever they are tendered for Delivery. Advanced Engineering will not be large for any loss admage incurred by the Customer as a result of Delivery being side.	pursuant to s.zuv of the Land Transfer Act 2017.  The Customer indemnifies Advanced Engineering from and against all Advanced Engineering s costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising 20.3	Engineering's privacy controls via the Customers web prowser, including removing Cookies by deleting them from the browser history when exiting the site.  The Customer authorises Advanced Engineering or Advanced
	supplied is given in good faith to the Customer, or the Customer's 8, agent and is based on Advanced Engineering's own knowledge and 8.1 experience, and shall be accepted without liability on the part of Advanced Engineering advice or recommendations are	Risk Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before	The Customer irrevocably appoints Advanced Engineering and each director of Advanced Engineering as the Customer's true and lawful attorney's to perform all necessary acts to give effect to the provisions of this days 13 including but not limited to signing any document	(a) access, collect, retain and use any information about the Customer.  (i) including, name, address, D.O.B., occupation, driver's contact (amail Facebook or lease details electronic contact (amail Facebook or lease details).
	Any amendment to the terms and conditions contained in this contract many only be amended in writing by the consent of both contract many only be amended in writing by the consent of both and the effect until the Customer has completed a restrict application with Advanced Engineering and it has been or redit shall not take effect until the Customer has completed a restrict application with Advanced Engineering and it has been of the event that the supply of Goods or Services streucisted exceeds the Customer's credit limit and/or the account exceeds the payment terms. Advanced Engineering in segrets the part to return a contract that the supply of the segrets the part to return a contract that the supply of the segrets the part to return a contract that the supple segrets that segrets and segrets and segrets and segrets that segrets and segrets and segrets that segrets and segrets that segrets and segrets and segrets that segrets and segrets that segrets and seg	Delivery and the Customer 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 Customer, Advanced Engreening s, entitled to receive in linearmor proceeds burgitable for the Goods of the Cook of the C	on the Customer's behalf.  Defects The Customer shall inspect the Goods on Delivery and shall within	Customer, (i) including name, address, D.O.B., occupation, driver's processed and the selections contact leginal reachpoint or locate processed and the selection of the contact great processed and other contact information (where applicable), previous credit applications, credit history, or any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Customer's dediworthness, or (ii) or the purpose of infanteting products and services to the
2.7	subsequent commencement of the Services. The Customer acknowledges and accepts that: (a) Advanced Engineering shall be entitled to: (i) retain any parts and/or consumables replaced during the 8.3	Engineering is sufficient evidence of Advanced Engineering's rights to receive the insurance proceeds without the need for any person dealing with Advanced Engineering to make further enquiries. If the Customer requests Advanced Engineering to leave Goods	Defects The Customer shall inspect the Goods on Delivery and shall within seven control gays of Delivery time being of the essence) notify represented the control gays of Delivery time being of the essence) notify admander of Fallium to comply with the description of quote the Customer shall afford Advanced Engineering an opportunity to inspect the Goods within a reasonable time following Delivery if the Customer shall afford Advanced Engineering an opportunity to inspect the Goods within a reasonable time following Delivery if the Customer falls to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Advanced Engineering a sagreed in writing that the Customer fall is the Complex of the Cooks of the Cooks will not be accepted for return other than in accordance with (a) Advanced Engineering has agreed in writing to accept the return of the Goods and of Advanced Engineering has agreed in writing to accept the return of the Goods and	purpose of assessing the Customer's creditworthiness; or (ii) for the purpose of marketing products and services to the Customer. (b) disclose information about the Customer, whether collected by
	provision of the Services: (ii) the right to retain all proceeds obtained from the sale of such parts and/or consumables to any auto recycler or salvage yard;  8.4	outside Advanced Engineering's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk. All customary tolerances shall apply to the dimensions and	inspect the Goods within a reasonable time following Delivery if the Customer believes the Goods are detective in any way. If the Customer fails to comply with these provisions the Goods shall be gresumed to be free from any defect or damage. For defective	Advanced Engineering from the Customer directly or obtained by Advanced Engineering from any other source, to any other credit provider or any credit reporting agency for the purposes of proyiding or obtaining a credit reference, debt collection or
	(b) the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, Advanced Engineering reserves the right to substitute comparable Goods (or consumables and/or parts of the Goods)	measurements of the Goods unless Advanced Engineering and the Customer agree otherwise in writing. Where the Customer is to supply Advanced Engineering with any design specifications (including, but not limited to, CAD drawings.	Goods, which Advanced Engineering has agreed in writing that the Customer is entitled to reject, Advanced Engineering's liability is limited to either (at Advanced Engineering's discretion) replacing the Goods or repairing the Goods.	(b) disclose information about the Customer, whether collected by Advanced Engineering from the Customer directly or obtained of the Charles of the Charles of the Charles of the credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer. Why notifying a default by the Customer are authorities or consents for the purposes of the Privacy Act 2020. The Customer shall have the right to request (by e-mail) from Advanced Engineering a copy of the Personal Information about the Customer retained by Advanced Engineering and the right to request for the Customer of the Customer retained by Customer (and the Customer shall have the right to request the Customer retained by Advanced Engineering and the right to recreat the Customer retained by Customer (and the Customer (and the Customer retained by Customer (and the Customer retained by Customer (and the Custom
	and vary the Price as per datase 5.2. In an stort cases Advanced Engineering will notify the Customer in advance of any such substitution, and also reserves the right to place the Customer's grider and/or Goods on hold until such time as Advanced Engineering and the Customer area to such changes.	measurements, quantities, and other information) the Customer shall 14.2 be responsible to verry the accuracy of the information before the Customer or Advanced Engineering places an order based on the information. Advanced Engineering shall not be liable whatsoever for any process in the finished learns that are caused by incorporation.	14.1 above, and provided that:  (a) Advanced Engineering has agreed in writing to accept the return of the Goods; and  (b) the Goods are returned at the Customer's cost within seven (7) 20.6	Advanced Engineering, a copy of the Personal migration about the Customer retained by Advanced Engineering and the right to request that Advanced Engineering correct any incorrect Personal Information.
	(c) that all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Advanced 8.6 Engineerings or the supplier's fact sheets, price lists or advertising material are advertising and are diven by way.	Indicurred data being supplied by the Customer.  The Customer acknowledges that for specific Services required, that the following factors may impact on the finished items:  (a) the meral type thickness and gauge to be used; and	Advanced Engineering has agreed in withing to accept the return of the goods and model at the Customer's cost within seven (7) 2.0.6 days of the Delivery date; and class of the Delivery date; and class of the Delivery date; and the Coods which have not been stored or used in a groper manner; and the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and ensured the material of the condition as reasonably possible and with all packaging material, brochures and ensured the material and with all packaging material, brochures and ensured the material and with all packaging material, brochures and ensured the proposed to the condition as its reasonably possible and the proposed to the condition as its reasonably possible and the proposed to the condition as its reasonably possible and the proposed to the propo	that Advanced Engineering coffect afly incorrect Personal Information. Advanced Engineering will destroy Personal Information upon the Advanced Engineering will destroy Personal Information upon the Section of the Contract
	of identification only. The Customer shall not be eftitled to rely on such information, and any use of such does not constitute a 8.7 sale by description, and does not form part of the Contract, unless expressly stated as such in writing by Advanced	(b) the length of metal the machinery can process at any one time. Advanced Engineering shall take all feasonable care and skill when undertaking the Services (including where Advanced Engineering or its employees (at Advanced Engineering s sole discretion) carries out 14.3	delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.  If Advanced Engineering accepts that the Customer is entitled to	Engineering via e-mail. Advanced Engineering will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Customer is not
	Engineering; and  (d) in the event that Advanced Engineering is required to provide the Services urgently, that may require Advanced Engineering's staff to work outside normal business hours (including, but not	outside Advanced Engineering's premises for collection or for deliver the Cooks of an unatterfield Celarion them such Cooks shall be left at all the Cooks of an unatterfield Celarion them such Cooks shall be left at All customary tolerances shall apply to the dimensions and reasurements of the Cooks unless Advanced Engineering and the Cystomer agree otherwise in writing, which was a considered to the Cystomer agree otherwise in writing, and the Cystomer agree otherwise in writing, and the Cystomer agree otherwise in writing, and the Cystomer and the Cystomer shall be responsible to verify the accuracy of the information before the Cystomer of Advanced Engineering shall not be table whatsoever for information Advanced Engineering shall not be table whatsoever for information and the Cystomer. The Cystomer acknowledges that for specific Services required, that the following factors may impact on the finished items:  (b) the length of metal the machinery can propose at any one time. Advanced Engineering shall take all feasonable care and skill when undertaking the Services including where Advanced Engineering of and the Cystomer Information Advanced Engineering for and the Cystomer Information Advanced Engineering that a special properties and the Cystomer Engineering that a special properties and the Cystomer Engineering that the Cystomer Engineering that properties and the Cystomer Engineering that the Cystomer Engineering to find the Cystomer Information for the Cystomer Engineering that the Euclister Engineering State that the Euclister Engineering State Sta	in the organisances.  If Advanced Engineering accepts that the Customer is entitled to repet the Coxos following their return pursuant to clause 14.2 to Advanced Engineering accepts that the Customer is entitled to reserve the Coxos following their return pursuant to clause 14.2 to Advanced Engineering will perhabitive the Customer's actual and reserved to clause 14.1 more stocklist items or Goods made to the Customer's specifications are not acceptable for credit or return.	
	Imited to, working through lunch breaks, weekends and/or 8.8  Public Holidays) then Advanced Engineering reserves the right to charge the Customer a minimum call out tee based on Advanced Engineering a standard hourly labour rate, plus travel,	Engineering and that in the event that other consumables and/or 15.1	Warranty Subject to the conditions of warranty set out in clause 15,2 Advanced Engineering warrants that it any defect in any workmanship provided	Any written notice given under this Contract shall be deemed to have been given and received:  (a) by handling the notice to the other party, in person; (b) by leaving it the address of the other party as stated in this Contract;
2.8	(b) the supply of Goods for accepted orders may be subject to available in a more consumables to any auto recycler or salvinge and a more consumables to any auto recycler or salvinge (a) to availability and it, or any reason, Goods are not or case to be a comparable Goods for consumables and/or parts of the Goods) and vary the Price as per clause 5.2. In all such cases Advanced Engineering will notify the Customer in advance or any such sudstanding and vary the Price as per clause 5.2. In all such cases Advanced Engineering will notify the Customer in advance or any such sudstanding and vary the Price as per clause 5.2. In all such cases Advanced Engineering and the Customer agree to such changes. Certain and electriples specifications, flustrations, drainings, data dimensions, ratings and weights, stated in Advanced 5. In all a descriptive specifications, flustrations, drainings, data dimensions, ratings and weights, stated in Advanced 5. In all descriptives profit and such as a s	parts subsequently fail, the Customer agrees to indemnify Advanced Engineering against any loss or damage to the machinery, parts, or caused by the consumables, or any part thereof howsoever arising, to Services Advanced Engineering identifies associated faults, Advanced Engineering will communicate thereof pauls to the Justice per to confining the communicated thereof pauls to the Justice per to confining 15.2 faults credited Advanced Engineering will not be held liable for	by Advanced Engineering becomes apparent and is reported to Advanced Engineering within six (6) months of the date of Delivery (time being of the essence) then Advanced Engineering will either (at Advanced Engineering Schald discretion), replace of remedy the	by sending it by registered post to the address of the other party as stated in this Contract;     (d) if sent by facsimile transmission to the fax number of the other nature as stated in this Contract;
<b>3.</b> 3.1	provisions of that Act or any Regulations referred to in that Act.  Authorised Representatives The Customer agrees that should the Customer introduce any third	identifies associated faults. Advanced Engineering will communicate these faults to the Customer prior to continuing 15.2 with the Services. Where the Customer chooses not to have the faults rectified Advanced Engineering will not be held lighle for	gelett	of the transmission; and to the control to the property of the transmission; and the transmission; and the property of the transmission; and the property of post, the notice would nave been delivered.
0.1	party to Advanced Engineering as the Customer's duly authorised representative, that once introduced that person shall have the full authority of the Customer to order any Goods or Services on the Customer's behalf and/or to request any variation to the Services on	talls rectified Advanced Engineering will not be held liable for any futher damaged caused; and (c) where Advanced Engineering has performed temporary repairs on the machinery that: (i) Advanced Engineering, offers no quarantee, against the	(i) Italiure on the part of the Customer to properly maintain any Goods or serviced item; or (ii) failure on the part of the Customer to follow any instructions 22. or quidelines provided by Advanced Engineering; or 22.1	of post, the notice would have been delivered.  Trusts If the Customer at any time upon or subsequent to entering in to the
2.0	the Customer's behalf (such authority to continue until all requested Services have been completed or the Customer otherwise notifies Advanced Engineering in writing that said person is no longer the Customer's duly authorised representative).	Advanced Engineering offers no guarantee against the reocurrence of the finitial ratult, or any further damage gaused; and in Advanced Engineering will immediately advise the Customer with a resymptor to the full repair of the machinery.  (d) Are a symptomic to the full repair of the machinery where the parts have not been stored correctly, not used other than the intended number on the installed as romerly.	<ul> <li>(iii) any use of any Goods of serviced item otherwise than for any application specified on a quote or order form; or</li> <li>(iv) the continued use of any Goods or serviced item after any defect becomes apparent or would have become apparent</li> </ul>	Trusts  If the Customer at any time upon or subsequent to entering in to the Contract is againgn the capacity of meeting of the Contract is againgn the capacity of meeting of the Customer covenants with Advanced Engineering as follows:  (a) the Contract extends to all rights of indemnity which the Customer down on subsequently may have against the Trust, the Customer down or subsequently may have against the Trust, the Customer down of complete power and authority under
3.2	provisions of that Act or any Regulations referred to in that Act.  Authorised Representatives The Customer agrees that should the Customer introduce any third party to Advanced Engineering as the Customer's duly authorised representative, that orbic introduced that person shall have the full authority of the Customer to order any Goods or Services on the discount of the Customer to order any Goods or Services on the discount of the Customer's content of the Customer's content of the Customer's behalf (such authority to continue unit all requested Services hape been completed or the Customer of the remove the customer's content of the Customer's content of the Customer's content of the Customer's content of the Customer's cuty authorised gregories entable.  Advanced Engineering in writing that said person is no longer the Customer's cuty authorised gregoriesentative.  Advanced Engineering in writing that said person is no longer the top order the Services is acting on pethalf of any third party, and that third party is intended to be responsible for the either the full or partial payment of the Price. then in the event that third party does not pay the controlled of the responsible for the either the full or partial payment of the Price. then in the event that third party close not pay the controlled or the customer accepted that they had be solely liable to Advanced Engineering for all additional costs  The Customer's executive authority of the customer's codes or variations requested by the Customer's duly authorised represengative (subject always to the limitations imposed under 8.9  Errors and Omissions	(d) Advanced Engineering will not be liable whatsoever: (i) where the parts have not been stored correctly, not used other than the intended purpose or not installed as properly by the Customer or a third party installed	he conditions applicable to the warranty given by clause 15.1 are;  all the warranty shall not cover any delect or danage which may be 21.2  (i) a device of the customer of properly maintain any conditions of serviced light of the customer of properly maintain any capacity of services and the customer of properly maintain any capacity of services and the customer of properly maintain any capacity of services and the conditions of the customer of properly maintain any capacity of any doods of serviced litten otherwise than for any application specified on a quote or order form; or any application specified on a quote or order form; or any application specified on a quote or order form; or any application specified on a quote or order form; or any application of the customer of the custome	(a) the Contract extends to all highs of indefining which the Customer now or subsequently may have against the Trust, the trustees and the trust fund;  (b) the Customer has full and complete power and authority under the Leuster from the Leustees of the Leust as the case maybe to
3.3	shall be liable for the full payment of the Price as if they had contracted the Services on their own behalf.  The Customer specifically acknowledges and accepts that they will be solely liable to Advanced Engineering for all additional costs.	Engineering's recommendations;  (ii) for any loss or damage to the Services that is caused by any other tradesmen after the completion of the Services;  (iii) for delays caused by any other third party suppliers and/or	Advanced Engineering's consent.  (c) in respect of all claims Advanced Engineering shall not be liable to compensate the Customer for any delay in either replacing or remediating the defective. Goods or Septices or in property	enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust, the trustees and the trust fund, The Customer will not release the right of indemnity or commit any
	incurred by Advanced Engineering (including Advanced Engineering's profit margin) in providing any Services or Goods or variation/s requested by the Customers duly authorised representative Isubiect always to the limitations imposed under	service providers that Impacts on the provision of the Services by Advanced Engineering; 15.3 (iv) for any defect or damage resulting from incorrect or faulty installation carned out by any other third party.	assessing the Customer's claim.  For Goods not manufactured by Advanced Engineering, the warranty shall be the current warranty provided by the manufacturer of the Goods. Advanced Engineering shall not be bound by nor be	breach of trust or be a party to any other action which might prejudice that right of indemnity.  (c) the Customer will not during the term of the Contract without consent in writing of Advanced Engineering (Advanced
<b>4</b> :1	clause 3.2 (if any)). 8.9  Errors and Omissions The Customer acknowledges and accepts that Advanced	where the parts have not been stored correctly, not used other than the intended purpose or not installed as properly by the Customer or a third party installer as per Advanced by the Customer or a third party installer as per Advanced of the control of the con	responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.  Consumer Guarantees Act 1993 and the Fair Trading Act 1986	' trustee of the Trust
	Errors and Omissions The Cistomer achowledges and accepts that Advanced Engineering shall, without prejudice, accept no liability in respect of 8.10 any alleged or actual enrolfs, and/or omission(s):  (a) resulting from an inadvertent mistake made by Advanced Engineering in the formation and/or administration of this	It is the Customer's responsibility to ensure that the Customer's 16.1 machinery is insured against all possible damage (including, but not limited to, the penis of accident, fire, theft and burglary and all other usual risks) whilst stored at Advanced Engineering's premises. The	Consumer Guarantees Act 1993 and the Fair Trading Act 1986 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges, that the provisions of the Consumer Guarantees Act 1993 (*CGA**) or not apply to the supply of Goods by Advanced Engineering to the Customer Advanced Engineering agrees to ablode by the provisions of the Fair Advanced Engineering agrees to ablode by the provisions of the Fair Advanced Engineering agrees to ablode by the provisions of the Fair Advanced Engineering agrees to ablode by the provisions of the Fair Advanced Engineering agrees to ablode by the provisions of the Fair Advanced Engineering agrees to ablode by the provisions of the Fair Advanced Engineering agrees to ablode by the provisions of the Fair Advanced Engineering Engineerin	(iii) any advancement or distribution of capital of the Trust; or
4.2	electronic) supplied by Advanced Engineering in respect of the 8.11	machinery is at all times stored and repaired at the Customer's sole 16.2 rgk. Goods supplied may exhibit variations in shade, colour, texture, surface and finish. Advanced Engineering will make every effort to match batches of product supplied in order to minimise such 17.1 variations but shall not be falled in any vay whatsoever where such 17.1 variations but shall not be falled in any vay whatsoever where sole.	Trading Act ("FTA").  23.1  Intellectual Property  Where Advanced Engineering has designed drawn or developed.	(iv) any resettlement of the trust trun or trust property.  General  Any dispute or difference anising as to the interpretation of these terms and conditions or as to any matter anising herein, shall be externed dispute resolution mechanisms including arbitration or court proceedings by notifying the other party in writing setting out the teason for the dispute. The parties shall share equally the mediator's  teason for the dispute. The parties shall share equally the mediator's  teason for the dispute. The parties shall share equally the mediator's  the fallure by either party to enforce any provision of these terms and conditions shall not be treated as a warler of that provision, nor shall in  the fallure by either party to enforce any provision of these terms and conditions shall not be treated as a warler of that provision. If end of the treatment of the state of the stat
7.2	If such an error and/or omission occurs in accordance with dause 4.1, and is not attributable to the negligence and/or willul misconduct of Advanced Engineering, the Custoffer.  (a) shall not be entitled to treat this Contract as repudiated nor render it invalid, but	variations occur.	Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Advanced Engineering. Under no circumstances may such designs, drawings and documents be used without the express written approval of	proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's rees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
<b>5</b> . 5.1	Advanced Engineering arising from the error or omission.	Access tomer shall ensure that Advanced Engineering has clear and tree access to effect delivery of the Goods Advanced Engineering 17.2 shall not be liable for any loss or damage to the Customer's premises (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Advanced Engineering.	Inability Act (**TIAL**)  The Blectual Property  Where Advanced Engineering has designed, drawn or developed goods for the Customer, their the copyright in any designs and grawings and documents shall remain the property Advanced and documents be used without the express written approval of Advanced Engineering. The Customer warrant shat all designs specifications or instructions given to Advanced Engineering will not acuse Advanced Engineering of the Customer agrees to indemnify Advanced Engineering against any action taken by a third part of the Customer agrees to indemnify Advanced Engineering against any action taken by a third part of the Customer agrees to indemnify against Advanced Engineering in respect of any such intripapement. 23.3 use for the purposes of marketing or entry into any competition, any cocuments, designs, drawings or Goods which Advanced Engineering has created for the Customer.	The failure by either party to enforce any provision of these terms and conditions shall not be treated as a warver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal
5.1	Change in Control The Customer shall give Advanced Engineering not less than fourteen (14) days priof written notice of any protosed change of ownership of title customer and/or any other change in the ownership of the customer and/or any other change in the Customer's name, address and contact pippine or lax number(s. 10.1 clastinger's name, address and contact pippine or lax number(s. 10.1 clable for any loss incurred by Advanced Engineering as a result of the Customer's failure to comply with this clause.	concreted or paved or grassed areas) unless due to the negligence of Advanced Engineering.  Compliance with Laws 17.3	of the Customer's order and the Customer agrees to indemnify Advanced Engineering against any action taken by a third party against Advanced Engineering in respect of any such infringement. 23.3 The Customer agrees that Advanced Engineering may (at no cost)	or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired. These terms and conditions and any Contract to which they apply shall be governed by the laws of New Zealand and are subject to the
	change of trustees or business practice). The Customer shall be liable for any loss incurred by Advanced Engineering as a result of the Customer's failure to comply with this clause.	Compliance with Laws The Customer and Advanced Engineering shall comply with the provisions of all statutes, regulations and bylaws of government, local and gher public guiltonies that may be applicable to the Services and gher public guiltonies that may be applicable to the Services relevant safety standards or legislation pertaining to the Services The Customer's shall ordain all the expense of the Customer', all 8.1	documents, designs, drawings or Goods which Advanced 23.4 Engineering has created for the Customer.	Subject to the CGA, the liability of Advanced Engineering and the Customer under this Contract shall be limited to the Price.  Advanced Engineering may licence and/or assign all or any part of its rights and coblections under this Contract without the Customer's
<b>6.</b> 6.1	At Advanced Engineering's sole discretion the Price shall be either:  (a) as indicated on any invoice provided by Advanced Engineering	The Customer shall obtain (at the expense of the Customer) all 18.1 licenses and approvals that may be required for the Services and/or Goods.	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 half percent (2.5%) are calendar month, (and at Advanced 23.6.	
	where the final Price can only be ascertained upon completion 11.1 of the Services, Variances in the estimated Price of more than ton percent (11%), will be subject to the Customer's approprial	Title Advanced Engineering and the Customer agree that ownership of the 18.2 Goods shall not pass until: (a) the Customer has paid Advanced Engineering all amounts owing	if the Customer owes Advanced Engineering any money the Customer shall indemnify Advanced Engineering from and against all	this Contract by so doing. Furthermore, the Customer agrees and
	before proceeding with the Services; or Use of the Services of Control of the Services; or Use of Control of C	to Advanced Engineering and by the Customer has met all of its other obligations to Advanced Engineering. Receipt by Advanced Engineering of any form of payment other than 283 shall not be deemed to be payment, until that form of payment	recovering the debt including but not limited to internal administration tees, legal costs, on a solition and own client basis. Advanced 23.8 tigs on the control of the co	understands that they have no authority to give any instruction to any of Advanced Engineening so Locontractors without the authority of Advanced Engineening so Locontractors without the authority of the Customer agrees that Advanced Engineening may amend their general terms and conditions for subsequent future Contracts with the Customer by disclosing such to the Customer in writing. These Customer are considered to the Customer and the Customer with the Customer makes a further request for Advanced Engineening to Provide Goods to the Customer with the Customer makes a further request for Advanced Engineening to Provide Goods to the Customer via death of the Customer and the Customer makes a further request for Advanced Engineening to Provide Goods to the Customer via feath of the Customer and the Customer makes a further request for Advanced Engineening to Customer makes a further request for Advanced Engineening to Customer makes a further request for Advanced Engineening to Customer makes a further request for Advanced Engineening to Customer makes a further request for Advanced Engineening to Customer makes a further request for Advanced Engineening to Customer makes and the Customer makes a further request for Advanced Engineening to Customer makes and the Cust
6.2	Advanced Engineering reserves the right to change the Price:  (a) if a variation to the Goods which are to be supplied is requested;  or  (b) if a variation to the Services originally scheduled (including any	sast israil not be deemed to be payment unit mat form of payment has been fromtient deated or recognised; the Goods passes to the Customer in accordance with clause 1.1; (a) the Customer is one considered the code and must return the goods to Advanced Engineering on request; (b) the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer holds the benefit of the Customer's insurance of the Customer's the customer's the customer's the customer's insurance of the Customer's the customer's the customer's the customer's the customer's the customer's the customer's insurance of the customer's the cus	nave under this contract, if a customer has made payment to Advanced Engineering, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Advanced transaction, in addition to any further costs incurred by Advanced	the Customer by disclosing such to the Customer in whiting. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Advanced Engineering to
	Or if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested or or original plans or specifications is requested or original plans of the plan	(b) the Customer holds the benefit of the Customer's insurance of the Goods on furst for Advanced Engineering on the state of the Holds the benefit of the Customer's insurance of the Goods on furst for Advanced Engineering and must pay to Advanced Engineering and must pay to 18.4.	transaction, in addition to any further costs incurred by Advanced Engineering under this clause 18 where I can be provied that such reversal is found to be illegal, traudulent or in contravention to the Customer's obligations under this Contract. Without prejudice to Advanced Engineering's other remedies at law Advanced Engineering shall be entitled to cancel all or any part of	Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, fulles or measures being entorred by Covernments or
	of materials, scorching during welding, missighment during cutting, prerequisite work by a third party not being completed, inaccurate measurements, availability of machinery, collapsed bearings, safety considerations, availability of parts further	Advanced Engineering the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;  (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value, if the Customer sells, disposes	Customer's obligations under this Contract.  Without projucto to Advançed Engineering's other perceise at law Without projucto to Advançed Engineering's other preceise and any order of the Customer which remains unfulfilled and all amounts owing to Advanced Engineering shall, whether or not due for payment, become immediately payable if.  (a) any morp yaxable to Advanced Engineering becomes overque, or in, Advanced Engineering's ophigh in the Customer will be only advanced Engineering Section of the Contraction of the Co	terrorism, strike, lock-our, industrial action, tire, thood, som, national organization of regulation, or guidable paradienties and/or the implementation of regulation, or guidable produced the produced of
	faults which are found upon disassembly and/or turther inspection, work outside normal business hours, etc) which are only discovered upon commencement of the Services; or (d) in the eyent of increases to Advanced Engineering in the cost of	or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Advanced Engineering and must pay or deliver the proceeds to Advanced Engineering on demand;	or in Advanced Engineering's opinion the Customer will be unable to make a payment when it falls due; (b) the Customer has exceeded any applicable credit limit provided 23.10 by Advanced Engineering;	to make any payment due to Alvahoed Engineering, following cessation of a Force Majeure. Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorsations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
	on indien or underfliable difficulties (including, but not limited to poor weather conditions, limitations to site apoess, change of design, unforeseen welding, structural and shaft repairs, wathing of indereals, sociching, during welding, inseligationed full of under the conditions of indereals, societing, during welding, inseligation of indereals, societing, during welding, inseligation of indereals of inseligation of indereals and inseligation of inseliga	(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Advanced Engineering and grust sell, dispose of or return the product or product to Advanced Engineering by the dispose.	unage to make a payment when I trails Que; the Quistomer bas exceeded any applicable credit limit provided 23.10 (c) the Customer becomes theolvent, convenes a meeting with its creditors or proposes or enters into an argangement with creditors, or makes an assignment for the benefit of its creditors;  (d)	tnem to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.
6.3	whether or not the repair goes ahead.  Variations will be charged for on the basis of Advanced Engineering's quotation estimate, and will be detailed in writing, and shown as Variations on Advanced Engineering in variations on Advanced Engineering in variations to Advanced Engineering in variations on Advanced Engineering in variations to technology.	resulting product to Advanced Engineering as it so directs; (the Customer irrevocably authorises Advanced Engineering to enter any premises where Advanced Engineering Delieves the Goods are kept and recover possession of the Goods.  (f) Advanced Engineering may recover possession of any Goods in 19.	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.  Cancellation	
	Advanced Engineering to add the cost of the variation to the Price.	(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the	Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions the other party	
Please note that a larger print version of these terms and conditions is available from Advanced Engineering on request.				