



TERMS AND CONDITIONS OF TRADE

1. APPLICATION

- 1.1. These are the standard terms and conditions of trade ("Terms") of No Shock Electrical Limited ("No Shock").
- 1.2. The Terms apply to all Goods and Services offered or provided by No Shock, unless we agree otherwise in writing.
- 1.3. This version of the Terms is effective from 28 August 2019 and replaces any earlier version.
- 1.4. The Terms apply from the date you sign a document incorporating the Terms or the date you instruct us (whether in writing or orally) to provide Goods or Services, whichever is earlier. For the avoidance of doubt, the Terms will apply whether or not you sign a written document incorporating the Terms.

2. DEFINITIONS

In these Terms, unless the context otherwise requires:

- 2.1. "Customer" means the person(s) contracting with No Shock for the provision of Goods and Services and, where the context allows, includes employees, agents, and other authorised representatives of the Customer;
- 2.2. "Disbursements" means the costs, expenses, and disbursements of providing Goods and Services, including photocopying, printing, toll calls, couriers, postage, mileage, materials, postage, and delivery costs;
- 2.3. "Goods" means electrical equipment, components, units, systems, cabling, fixtures, fittings, accessories, and materials, and all other goods, supplied or to be supplied by No Shock;
- 2.4. "GST" means goods and services tax levied under the Goods and Services Tax Act 1985;
- 2.5. "No Shock" means No Shock and, where the context allows, its employees, agents, and other authorised representatives, including subcontractors;
- 2.6. "PPSA" means the Personal Property Securities Act 1999;
- 2.7. "Price" means the price to be paid by the Customer for Goods and Services in accordance with the Terms;
- 2.8. "Services" means advice, design, electrical work, maintenance, supply, service, repair, labour, delivery, and installation, and all other related, associated, incidental, and consequential services, provided or to be provided by No Shock;
- 2.9. "Site" means any premises at which No Shock provides, or agrees to provide, Goods and Services at the Customer's request;
- 2.10. "Terms" includes any amendment of replacement of this version of the Terms;
- 2.11. "We", "our", and "us" refers to No Shock; and
- 2.12. "You" and "Your" refers to the Customer.

3. INTERPRETATION

- 3.1. References to any party include, where applicable, that party's executors, administrators, successors, and permitted assigns.
- 3.2. All monetary amounts referred to in, or payable under, the Terms are in New Zealand dollars and must be paid in that currency.
- 3.3. References to statutes and other laws are references to those laws as amended or replaced.
- 3.4. The term 'including' or any similar expression will be deemed to be followed by the words 'without limitation'.
- 3.5. Any reference to a payment required to be made by the Customer is a reference to a payment in cleared funds, without set-off, counterclaim, or deduction of any kind.

4. COLLECTION AND USE OF INFORMATION

- 4.1. The Customer authorises No Shock to collect, retain, and use any information about the Customer for the purpose of assessing the Customer's creditworthiness, enforcing any rights under the Terms, or marketing any Goods and Services provided by No Shock to any other party. The information that we may retain and use includes personal information as

defined in the Privacy Act 1993 and credit information as defined in the Credit Reporting Privacy Code 2004;

- 4.2. The Customer authorises No Shock to disclose any information obtained to any person for the purposes set out in clause 4.1.
- 4.3. Where the Customer is a natural person, the authorities under clauses 4.1 and 4.2 are authorities or consents for the purposes of the Privacy Act 1993 and the Credit Reporting Privacy Code 2004.

5. PRICE

- 5.1. Unless otherwise agreed by No Shock in writing, the Price will be determined in accordance with No Shock's usual rates for Goods and Services prevailing at the time the Customer requests the Goods and Services.
- 5.2. If we provide a quotation for the Price of specific Goods and Services, the quotation will be valid for thirty (30) days from the date of issue, unless we agree otherwise in writing. If you accept a quotation while it remains valid, the Price will, subject to clauses 5.3 to 5.7, be calculated in accordance with the quotation.
- 5.3. A quotation will only be valid if in writing and specifically marked or referred to as a quotation. Any other document setting out the likely Price will be treated as an estimate and the Price will be calculated in accordance with clause 5.1.
- 5.4. We reserve the right to change the Price, including in any quotation:
 - 5.4.1. if you request different or additional Goods or Services from those originally requested;
 - 5.4.2. where additional Goods or Services are required, including where hidden or unidentifiable difficulties are discovered after we commence providing the Goods or Services; or
 - 5.4.3. in the event of increases to our cost of Goods or Services that are beyond our reasonable control.
- 5.5. Unless stated otherwise, the Price does not include GST. If the Price given for Goods and Services does not include GST, you will pay us, in addition to the Price, an amount equal to the GST payable by No Shock for the supply of Goods and Services (if any). You will pay GST at the same time and on the same basis as the Customer pays the Price.
- 5.6. If any taxes or duties other than GST are applicable to the supply of Goods and Services, you will pay those other taxes and duties to us in addition to, and at the same time as paying, the Price.
- 5.7. Any Disbursements reasonably incurred by us in the course of providing Goods and Services are payable by the Customer in addition to the Price, in accordance with any invoice rendered by No Shock for such Disbursements. If No Shock is required to travel more than 20 kilometres to provide Goods and Services, we may charge, as a Disbursement under this clause, mileage at the current rate set by Inland Revenue.

6. PAYMENT

- 6.1. The Customer will pay the Price, and any other amounts payable under clause 5:
 - 6.1.1. in full 14 days after the date we render an invoice for the Price; or
 - 6.1.2. by way of progress payments as invoiced or claimed by us either in accordance with an agreed progress payment plan or, if there is no such plan, in accordance with the Construction Contracts Act 2002. We may include in any invoice or claim for a progress payment the value of any variations to the Goods and Services originally requested and the value of any Goods delivered to the Site but not yet installed.
- 6.2. We may, in our absolute discretion and before providing any Goods and Services, require you to pay a deposit of up to 20% of the Price or likely Price.



- 6.3. The Customer may pay amounts due under the Terms in cash, by electronic bank transfer, or by any other means accepted by us. If we accept payment by credit card, we may charge a fee equal to 2% of the total value of the payment. Receipt of a cheque, bill of exchange, or other negotiable instrument will not constitute payment until such negotiable instrument is paid in full.
 - 6.4. If you fail to make a payment under the Terms when due, we may do any or all of the following, without prejudice to any other right we may have under the Terms or otherwise:
 - 6.4.1. Charge you interest on any overdue amount at the rate of 30% per annum, calculated daily based on a year of 365 days, from the due date until the date the amount is paid in full.
 - 6.4.2. Charge you for all costs incurred by us as a result of your payment default or in enforcing our rights under the Terms, including bank dishonour fees, debt collection agency costs, and legal costs on a solicitor-client basis.
 - 6.4.3. Cancel any discount that we previously agreed to apply to the Price.
 - 6.4.4. Suspend or cease our provision of Goods and Services.
 - 6.4.5. Terminate any contract with the Customer in accordance with clause 14.
7. DELIVERY AND RISK
- 7.1. No Shock will deliver, or arrange the delivery of, the Goods to the Site or any other place designated by the Customer for delivery. If you are unable to take delivery at the time indicated by us for delivery, we may charge a reasonable fee for storing and re-delivering the Goods.
 - 7.2. Risk in any Goods and Services supplied by No Shock will pass from the time the Goods and Services are delivered to the Site or otherwise at your direction.
 - 7.3. When risk passes to the Customer, the Customer will store and insure the Goods in a manner and to a level that a prudent businessperson would consider satisfactory.
 - 7.4. If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to you in accordance with clause 11.1, we are entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by No Shock will be sufficient evidence of No Shock's right to receive the insurance proceeds.
 - 7.5. No Shock will use reasonable commercial endeavours to deliver the Goods and Services by the date estimated for delivery or completion (if any). However, any such date is an estimate only. The Customer must accept late delivery of Good and Services. Under no circumstances will No Shock have any liability for costs, losses, or damage incurred by the Customer or any other party as a result of late delivery.
8. CANCELLATION OF ORDERS
- 8.1. Orders placed with No Shock cannot be cancelled without the written approval of No Shock. In the event that No Shock accepts the cancellation of any order placed, it will be entitled to charge a reasonable fee for any work done on behalf of No Shock to the date of the cancellation including a fee for the processing and acceptance of the Customer's order and request for cancellation.
 - 8.2. No Shock reserves the right to cancel the order at any time by No Shock giving the Customer written notice. The Customer will indemnify No Shock against all claims and loss of any kind whatsoever however caused or arising as a result of this clause brought by any person in connection with any cancellation by No Shock its agents or employees in connection with the cancelled Goods and Services.
9. PLANS AND MEASUREMENTS
- 9.1. We will be entitled to rely on any plans, specifications, and other information provided by the Customer relating to Goods and Services. The Customer acknowledges and agrees that we will not have any liability for costs, losses, or damage, however arising, incurred as a result of inaccurate plans, specifications, or other information you provide to us.
 - 9.2. If you give us information relating to measurements and quantities of Goods required in completing the Services, it is your sole responsibility to verify the accuracy of the measurements and quantities before the Customer or No Shock places an order based on these measurements and quantities. No Shock will not be liable for any costs, losses, or damages, however arising, due to the Customer failing to comply with this clause.
10. SITES
- 10.1. The Customer will ensure that we have clear and free access to the Site at all times to enable them to deliver the Goods and provide the Services. No Shock will not be liable for any loss or damage to the Site (including damage to pathways, driveways and concreted or paved or grassed areas) unless caused intentionally by, or due to the negligence of, No Shock.
 - 10.2. In the event electrical wiring at the Site is required to be re-positioned at the request of any third party contracted by the Customer, the Customer agrees to notify No Shock immediately of any proposed changes. The Customer agrees to indemnify No Shock against any additional costs incurred with such a relocation of electrical wiring. All such variances will be part of the Price and invoiced in accordance with clause 6.
 - 10.3. The Customer warrants that any structures at the Site to which Goods are to be affixed are able to withstand the installation of the Goods and that any electrical connections (including meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Goods once installed. If, for any reason, we reasonably form the opinion that the Site is not safe for the installation of Goods to proceed then we will be entitled to delay installation of the Goods until satisfied that it is safe for the installation to proceed. We may, at our sole discretion, agree to bring the Site up to a standard suitable for installation to proceed. However, all such additional Services and any additional Goods supplied will be treated as a variation and be charged in addition to the Price.
 - 10.4. Prior to commencing the provision of Goods and Services, we may require the Customer to advise us of the precise location of all underground services on the Site and clearly mark the same on a plan. The underground mains and services the Customer must identify include electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on Site.
 - 10.5. While we will take all care to avoid damage to any underground services, you agree to indemnify us in respect of all and any liability claims, loss, damage, costs, and fines as a result of damage to services not precisely located and notified as per clause 10.4.
11. TITLE AND SECURITY
- 11.1. Title in any Goods supplied by No Shock passes to the Customer only when the Customer has made payment in full for all Goods and Services provided by No Shock, paid all other amounts payable under these Terms, and performed all other obligations of the Customer under the Terms.



- 11.2. The parties agree that:
- 11.2.1. until ownership of the Goods passes to the Customer, the Customer is a bailee of the Goods and must return the Goods to us on request;
 - 11.2.2. the Customer holds the benefit of the insurance of the Goods on trust for No Shock and must pay us any proceeds of the insurance in the event the Goods are lost, damaged, or destroyed;
 - 11.2.3. 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, or parts with possession of the Goods, the Customer must hold the proceeds on trust for us and must pay or deliver the proceeds to us on demand;
 - 11.2.4. the Customer will not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain our property; and
 - 11.2.5. we may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to you.
- 11.3. If we already have a security interest in the Goods and their proceeds, that security interest is continued under these Terms. Otherwise, you grant us a security interest in the Goods. Our security interest covers the Goods and their proceeds to the value of all Goods and Services that we have supplied to you, whether or not they have become accessions to other goods or processed or commingled into or mixed with other goods. The Goods and Services subject to the security interest will be described on our quotations and invoices. Where goods have become mixed with other similar goods supplied by other persons, you grant us a security interest in the mixed goods to the value of the goods in the mixture that we have supplied to you but that have not yet been paid. Our security interest also covers any other amounts owing to us under the Terms, including interest and costs.
- 11.4. You will do all acts necessary and provide us on request all information we require to register a financing statement over the Goods and their proceeds on the Personal Property Securities Register, and you will advise us immediately in writing of any changes to that information. You waive the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest. You agree that nothing in sections 114(1)(a), 132, 133, and 134 of the PPSA will apply to these Terms or the security interest under it, and waive your rights under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.
- 11.5. You will provide us, within five (5) days of our written request, with copies of all security interests registered over your personal property. You authorise us to request information from any secured party relating to any registered security interest in any personal property.
- 11.6. We may require you to pay all reasonable costs, including legal costs on a solicitor-client basis, associated with the discharge or amendment of any financing statement registered by us, whether or not the charge was initiated by you.
- 11.7. The Customer gives irrevocable authority to No Shock to enter any Site at any reasonable time after default by the Customer or before default if No Shock believes a default is likely and to remove and repossess any Goods and any other property to which Goods are attached or in which Goods are incorporated. No Shock will not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. No Shock may either resell any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain repossessed Goods and credit the Customer's account with the invoice value thereof less such sum as No Shock reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 11.8. If we repossess Goods under these Terms, we may retain those Goods or dispose of them without notice to you or any other person, and, after deducting reasonable costs of sale, we may credit any surplus by way of setoff against any amounts owing to us. We will not be obliged to provide you with a statement of account or pay any person other than you or your receiver or liquidator any sum in excess of the total amount you owe us at the time we credit your account. We will not be obliged to reinstate or resupply any repossessed inventory or equipment to you.
- 11.9. You authorise us to search the Personal Property Securities Register at any time for any information about you or (if you are a company) your parent or associated companies.
- 11.10. The Customer hereby acknowledges that No Shock has a lien over all Goods in its possession belonging to the Customer to secure payment of any or all amounts outstanding from time to time.
- 11.11. At our request, and to better secure your obligations under the Terms, you will grant to us an all obligations mortgage, in the then current Auckland District Law Society form, over any real property in which you have a legal or beneficial interest. The priority amount for such mortgage will be one and a half times your indebtedness at the time, plus interest.
12. COMPLIANCE WITH LAWS
- 12.1. The Customer and No Shock will comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Goods and Services.
 - 12.2. The Customer will obtain (at the expense of the Customer) all licenses, approvals, applications, and permits that may be required for the Goods and Services, and that are not included in the project documents provided by No Shock.
 - 12.3. All work will be tested to ensure that it is electrically safe and is in accordance with the wiring rules and other standards applying to the electrical installation under the Electrical Safety Regulations. All of the cabling work will comply with all relevant Australian and New Zealand Wiring standards.
 - 12.4. If during the course of installation when the Services are being conducted within and around switchboards that if the same is found defective or deemed to be unsafe by No Shock, then No Shock will notify the Customer immediately. The power if isolated will not be re-energised until such time as the existing condition has been rectified and made safe in accordance to the Electrical Safety Regulations. The Customer accepts and agrees that any costs associated with the rectification Services including any Goods and labour will be to the Customer's account.
 - 12.5. Any live Services or Services undertaken near live conductors where it is safe to do so will be dealt with in accordance with Australian and New Zealand Wiring standards being "Safe working on Low Voltage Electrical Installations, relevant Commonwealth and Statutory Acts and Work Place Regulations". No Shock live Services procedures are designed to eliminate risk of injury to No Shock employees, damage to the Customer's installations and unexpected power disconnections. It may in some cases require disconnection and isolation of the installation to undertake such Services for which additional charges may be applicable. This will be invoiced in accordance with clause 6.
 - 12.6. The Customer agrees that the Site will comply with any occupational health and safety laws relating to building or construction sites and any other relevant safety standards or legislation.



13. DEFECTS

- 13.1. The Customer will inspect the Goods and Services on delivery and will within thirty (30) days of delivery notify No Shock of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer will afford No Shock an opportunity to inspect the Goods and Services within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer will fail to comply with these provisions the Goods and Services will be presumed to be free from any defect or damage. For defective Goods, which No Shock has agreed in writing that the Customer is entitled to reject, No Shock liability is limited to either (at No Shock's discretion) replacing the Goods or repairing the Goods.
- 13.2. Goods will not be accepted for return other than in accordance with 13.1 above.
- 13.3. No Shock will not be liable for any claims (including any warranty claim or claim for defects), demands, losses, damages, costs, and expenses caused or arising from the incorrect installation of Goods, if such Goods were not installed by us, or where Goods are used for any purpose other than the intended application.
- 13.4. The Customer acknowledges that No Shock is only responsible for Goods that are replaced by No Shock and does not at any stage accept any liability in respect of previous services and/or goods supplied by any third party that subsequently fail and are found to be the source of the failure. The Customer agrees to indemnify No Shock against any loss or damage caused by such goods and services supplied by third parties.

14. DEFAULT AND TERMINATION

Without prejudice to any other rights we may have under the Terms or at law, including under our security interest, we will be entitled to cancel all or any part of any order of the Customer that remains unfulfilled, and terminate any other contract between No Shock and the Customer, and require all amounts owing to us, whether or not due for payment, to become immediately payable if any of the following occur:

- 14.1. Non-payment of any sum owing under the Terms by the due date.
- 14.2. The Customer intimates that it will not pay any sum owing under the Terms by the due date.
- 14.3. Any Goods are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Goods.
- 14.4. Any Goods in the possession of the Customer are materially damaged while any sum due from the Customer to No Shock remains unpaid.
- 14.5. The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.
- 14.6. A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 14.7. Any material adverse change in the financial position of the Customer.

15. LIABILITY

- 15.1. The Consumer Guarantees Act 1993, the Fair Trading Act 1986, the Contract and Commercial Law Act 2017, and other statutes may imply warranties or conditions or impose obligations upon No Shock that cannot by law (or that can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on No Shock, No Shock's liability will, where it is allowed, be excluded to the maximum extent permitted by law or, if not able to be excluded, only apply to the minimum extent required by the relevant statute.
- 15.2. If the Customer is a business or in trade, the parties agree to contract out of the Consumer Guarantees Act 1993, the Fair Trading Act 1986, and the Contract and Commercial Law Act 2017 to the maximum extent permitted by law.

- 15.3. Except as otherwise provided by clause 15.1, No Shock will not be liable for:

- 15.3.1. any loss or damage of any kind whatsoever arising from the supply of Goods and Services by No Shock to the Customer, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods and Services provided by No Shock to the Customer; and
- 15.3.2. the Customer will indemnify No Shock against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of No Shock or otherwise, brought by any person in connection with any matter, act, omission, or error by No Shock its agents or employees in connection with the Goods and Services.

16. WARRANTIES

- 16.1. Goods are subject to manufacturers' warranties only. We will pass on the benefit of those warranties to you, without ourselves being directly liable to you under any warranty.
- 16.2. Any warranty may be voided by unreasonable use, damage or misuse of equipment, problems caused by the misuse of software or faulty software, damage after the Goods left our control, negligent installation or operation, inadequate packaging, cleaning or maintenance, unauthorised repairs, modifications, or the use of hardware, software, or consumables not supplied by us.

17. CONSTRUCTION CONTRACTS ACT

The Customer acknowledges, with respect to No Shock's obligations under the Construction Contracts Act 2002, that:

- 17.1. No Shock has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer, and:
 - 17.1.1. the payment is not paid in full by the due date for payment and no payment schedule has been given by the Customer; or
 - 17.1.2. a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or
 - 17.1.3. the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to No Shock by a particular date; and
 - 17.1.4. No Shock has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract;
- 17.2. if No Shock suspends work, it:
 - 17.2.1. is not in breach of contract; and
 - 17.2.2. is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer;
 - 17.2.3. is entitled to an extension of time to complete the construction contract; and
 - 17.2.4. keeps its rights under the construction contract, including the right to terminate the contract, and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with; and
- 17.3. if No Shock exercises the right to suspend work, the exercise of that right does not:
 - 17.3.1. affect any rights that would otherwise have been available to No Shock under the Contract and Commercial Law Act 2017; or
 - 17.3.2. enable the Customer to exercise any rights that may otherwise have been available to the Customer



under that Act as a direct consequence of No Shock suspending work under this clause.

18. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 18.1. If the Customer is a company or trust, the director(s) or trustee(s) signing the document incorporating the Terms, in consideration for No Shock agreeing to supply Goods and Services and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally guarantee to No Shock the performance of all the Customer's obligations under the Terms, including as to payment of the Price and any other sums due under the Terms.
- 18.2. Any guarantor under clause 18.1 will be liable as a principle debtor and not merely as a surety. Such liability will continue, and will not be discharged due to anything that would, but for this clause, discharge the liability at common law, until we provide a written discharge to the guarantor.
- 18.3. Each guarantor will be required to pay any amount due and owing by the Customer under the Terms, and perform any other obligation of the Customer under the Terms, upon written demand being made by No Shock.

19. INTELLECTUAL PROPERTY

All quotes, plans, and other material supplied by No Shock contain intellectual property that cannot be copied or given to other parties without our written consent. No Shock reserves the right to charge, and the Customer agrees to pay, a consulting fee for misuse of any material protected under this clause.

20. GENERAL

- 20.1. No Shock will not be liable for delay or failure to perform its obligations directly or indirectly if the cause of the delay or failure is beyond our control including "acts of god", wars or failure of third parties such as suppliers or subcontractors.
- 20.2. No Shock may from time to time change the Terms by posting or emailing to you a written set of the amended terms, to the postal address or email address held for you by us. You agree that the amended terms will be effective upon posting or being emailed to you and are deemed accepted by you placing any order after the date of posting or emailing to you.
- 20.3. You agree that you will do all acts necessary and provide to us or our insurers directly, on request, all financial information required in order to enable a credit risk assessment to be undertaken by either us or our insurers in regard to the customer.
- 20.4. You irrevocably appoint us as your attorney or the purpose of executing any documents required to enforce any right under these Terms.
- 20.5. We may, without your consent, appoint a subcontractor to perform our obligations under the Terms.
- 20.6. You may not assign your rights or obligations under these Terms without our prior written consent.
- 20.7. If we fails to enforce any terms or to exercise its rights under these Terms at any time, we have not waived those rights. No waiver will be effective unless recorded in writing.
- 20.8. If any provision of the Terms is held to be invalid or unenforceable for any reason, the remaining provisions will remain in full force and effect and the parties will adjust their respective rights and obligations in accordance with the spirit and intent of the parties as shown by these Terms.
- 20.9. These Terms are governed by the laws of New Zealand. You agree that any dispute in connection with the Terms is subject to the exclusive jurisdiction of the New Zealand courts.



CONTRACT FOR SUPPLY OF GOODS AND SERVICES

PARTIES:

1. No Shock Electrical Limited (“No Shock”)
2. _____ (“Customer”)
(Print Full Legal Name of Customer)

THE PARTIES AGREE AS FOLLOWS:

1. The Customer requests No Shock to provide, and No Shock agrees to provide, Goods and Services, in consideration of the Price and subject to No Shock’s standard terms and conditions of trade (“Terms”), with the terms “Goods”, “Services”, and “Price” having the meanings given in the Terms.
2. If the Customer is a company or trust, any director or trustee signing this document acknowledges and confirms that they are personally liable as guarantor under clause 18 of the Terms. Any such guarantor also acknowledges that, having had reasonable opportunity to obtain independent legal advice, the guarantor has either received that advice or waived the opportunity to do so before executing this document.
3. In addition to any guarantor liable under clause 18 of the Terms, the following person(s) agree to personally guarantee the obligations of the Customer as if liable as a guarantor under clause 18 and make(s) the acknowledgements set out in clause 2 above:

Name of additional guarantor

Signature of additional guarantor

Name of additional guarantor

Signature of additional guarantor

4. No Shock may send notices and other documents to the Customer:

By email to: _____

By post to: _____

By delivery or courier to: _____

EXECUTED AS AN AGREEMENT

SIGNED on behalf of No Shock by:

Name of signatory

Signature

SIGNED on behalf of the Customer by:

Name of signatory

Signature