CONFIDENTIAL APPLICATION FOR CREDIT ACCOUNT WITH

MICO NEW ZEALAND LIMITED

Branch Name:

Organisation Type: Limited Company ☐ Sole Trader ☐ Partnership ☐ Other, please specify ☐

Full Legal Name:

Trading Name (if applicable):

Company/Organisation No. (if applicable): Date of Formation:

(Note: this can be obtained from the Companies Office website, www.companiesoffice.govt.nz)

Postal Address: Post Code:

Business Address:

Business Phone: Nature of Business:

Email (Accounts):

Accounts Contact: Order Form/Number Required: ☐ Yes ☐ No

Type of Business: ☐ Building or Associated Trades ☐ Group Home Builder ☐ Plumbing (less than 5 staff) ☐ Plumbing Large (5 or more staff)

☐ Gasfitter ☐ Drainlayer ☐ Pipelines ☐ Supplier ☐ Staff ☐ Other

Full details of Sole Trader, all Partners or all Directors

1 Surname: Given Names: DOB:

Residential Address: ☐ Rented

Occupation/Employer: Mobile No: ☐ Home Owned

2 Surname: Given Names: DOB:

Residential Address: ☐ Rented

Occupation/Employer: Mobile No: ☐ Home Owned

3 Primary Contact Surname: Primary Contact Given Names:

Primary Contact Mobile No*: Primary Contact Email*:

*required to enable initial authorisation and registration to our Trade Portal and App.

Name and address of three (3) Trade References

1 Company Name: A/c No. Business Phone:

2 Company Name: A/c No. Business Phone:

3 Company Name: A/c No. Business Phone:

Please state your estimated intended monthly purchase value from Mico: **$**

Please indicate your monthly total spend specifically on plumbing and bathroom products: **$**

Declaration

The Applicant(s) apply to Mico New Zealand Ltd (Mico) for credit on the terms set out in this application. The Applicant(s):

1. Warrant all information given in this application is true and correct.
2. Warrant they have read and agree the Trade Sale Terms of Sale apply to the supply of goods to the Applicant(s) by Mico to the exclusion of all other terms.
3. If a company, partnership or a trust, the signatory warrants he/she has full authority to sign on their behalf.
4. Irrevocably authorise Mico or its employees to seek such information, or any person or company to provide Mico with such information, as Mico may require in relation to this credit application including credit inquiries on Directors or Owners and any subsequent enquiry Mico may wish to make should this application be granted.
5. Irrevocably authorise Mico to furnish any related company or third party with details of this application or subsequent dealings that I/we may have with Mico as a result of this application being granted.
6. Acknowledge that they do not have to provide any information but this may affect Mico's decision whether to grant the application or not.
7. Any person signing this agreement on behalf of the Applicant(s) confirms that they are expressly authorised by the Applicant to sign this agreement (Mico Terms & Conditions of Sale) and to bind the Applicant (including where the Applicant is a company, partnership, joint venture or a trust). In all cases where a person is signing on behalf of the Applicant he/she must provide written confirmation from the Applicant that the person signing the Mico Terms & Conditions of Sale has the express authority to bind the Applicant to the Mico Terms & Conditions of Sale.
8. You must return the signed copy of these Terms of Sale and the guarantee to Mico by either post or to your nearest Mico branch. Scanning and emailing the documents constitutes a binding agreement and guarantee, irrespective of receipt by Mico of the original documents.

Applicant 1 Name:

Title/Position: Date: Signature:

Applicant 2 Name:

Title/Position: Date: Signature:

Office Use Only

JDE Acct No: Business Unit: Cust. Cat:

Acct Manager: Buying Group:

GUARANTEE

IN CONSIDERATION OF THE PROVISION OF CREDIT I HEREBY UNCONDITIONALLY AND IRREVOCABLY GUARANTEE to MICO NEW ZEALAND LIMITED (Mico) the due payment of all moneys from time to time owing by, and the performance of all other obligations from time to time of, the Principal Debtor to Mico or to any related company of Mico, AND FURTHER AGREE that:

1. This Guarantee is a continuing guarantee, notwithstanding any intermediate payments or settlements of account or anything else and is in addition to, and is not to be merged with, any other guarantee or security held by Mico at any time.

2. The Guarantor(s) liability shall be for all monies and not be limited to any amount.

3. The Guarantor(s) obligation(s) under this Guarantee will not be affected by any time, indulgence, waiver, consent, compromise, settlement, release, breach of contract by Mico, exceeding of any credit limit, cancellation of credit, refusal to supply, amendment to, or the enforcement of or failure to enforce, this Guarantee, Mico's Terms and Conditions of Sale or any other agreement or document; the insolvency, bankruptcy, liquidation, administration, amalgamation, change in status or reorganisation of the Guarantor(s) or any other person; or anything else whatsoever; and as between Mico and the Guarantor(s), the Guarantor(s) are liable as a principal debtor.

4. Mico may at any time assign or transfer to any other person (whether or not acting as its security agent) all or any part of your rights, remedies and obligations under this Guarantee and any related or ancillary document without the Guarantor(s) consent. Each assignee or transferee will have the same rights and remedies against the Guarantor(s) as Mico has under this Guarantee and any such related or ancillary document.

5. The Guarantor(s) agree that any notice or other communication to the Guarantor(s) may be served on the Guarantor(s) by delivering at any address specified by the Guarantor(s) from time to time for such purpose or the Guarantor(s) usual residential address (if an individual) or (otherwise) principal place of business or registered office.

6. To better secure the amounts payable under this section the Guarantor(s) agree to grant Mico a registerable mortgage over any land owned by the Guarantor(s) (whether owned alone or jointly or as trustees now or in the future) and the Guarantor(s) irrevocably appoints Mico as its lawful attorney for the purposes of executing and registering such mortgage. Such mortgage is to be in the form of an All Obligations Auckland District Law Society Memorandum of General Terms and Conditions (or at our discretion any such equivalent form). The Guarantor(s) specifically authorises Mico to lodge a caveat against any such property.

7. The Guarantor(s) agree to pay your costs and expenses (including legal fees on a solicitor and client basis) incurred in enforcing this Guarantee.

8. This Guarantee will be governed by the law of New Zealand. The Guarantor (s) irrevocably agree to submit to the non-exclusive jurisdiction of New Zealand courts.

CONFIRMATION

The Guarantor(s) ACKNOWLEDGE AND CONFIRM that:

a) He/She/ they have read and understood and agree to be bound by Mico's Terms and Conditions of Sale

b) He/She/ they have read the "PRIVACY ACT" section in Mico's Terms and Conditions of Sale and authorise the collection, use and disclosure of information on the same terms as the authorisation in that section.

c) The information provided by the Guarantor(s) is true and correct.

d) The opportunity to seek independent legal advice has been provided and is strongly recommended by Mico but has been waived.

e) He/She/ they enter into this Guarantee freely and voluntarily with full knowledge and understanding of the contents of this Guarantee, the Mico's Terms and Conditions of Sale and of the circumstances under which the liabilities in this Guarantee have been undertaken.

The Guarantor(s) accept(s) full responsibility for my/ our choice.

By signing this Guarantee, and not deleting paragraph (d) in the CONFIRMATION section above, you confirm that you have waived your right to independent legal advice. However, we strongly recommend that you seek independent legal advice before signing this Guarantee to ensure that you understand the terms of this Guarantee and the extent of your obligations as guarantor. EXECUTED as a deed by the said Guarantor(s).

Guarantor Signature:		Guarantor Signature:	
Guarantor Full Name:		Guarantor Full Name	
Date:		Date:	
Guarantor Occupation:		Guarantor Occupation:	
Guarantor Address:		Guarantor Address:	
Witness Signature:		Witness Signature:	
Witness Full Name:		Witness Full Name:	
Date:		Date:	
Witness Address:		Witness Address:	

Mico Trade Sale Terms and Privacy Policy can be viewed online at mico.co.nz/terms-conditions/

Mico New Zealand Limited — Terms and conditions of sale to a trade account customer

The terms set out below are incorporated into each contract entered into by you (as a trade customer) and Mico New Zealand Limited (Mico) for the sale and supply of Goods and Services, and to any quotation or estimate given, by or on behalf of Mico, except where these terms are expressly varied by a signed agreement between you and us.

If you place an order that contains different terms and conditions, these terms will prevail. Any proposed variations or additions to these terms not expressly agreed in writing by Mico are expressly rejected by Mico.

TRADE ACCOUNT TERMS

1. You are liable for all purchases made in your account name. It is not Mico's responsibility to confirm authority for the purposes of supplying or delivering Goods and/or Services to you or your agents. It is your sole responsibility to ensure there is no unauthorised use of your account.

2. If you have a credit account, Mico may at any time withdraw, suspend or alter your credit facilities without notice at its sole discretion. Any such change to your credit facilities will not release either you or the Guarantor(s) from any liability whatsoever.

QUOTATIONS/ESTIMATES AND ORDERING

3. A quotation or estimate will not constitute an offer to sell Goods and/or Services to you. No contract for the supply of Goods and/or Services will exist between Mico and you until your order for Goods and Services has been accepted by Mico (such acceptance of your orders may be made and communicated by Mico in writing, orally or by an overt act of acceptance).

4. All quotes, estimates and pricing, unless expressly stated otherwise, are valid for the period of days specified in the quotation (or, where none is specified, for 30 days from the date of the quotation) and are subject to any further terms set out in the quote, estimate or pricing. Any increase in the costs of any items (including change in currency exchange rates) affecting the cost of supply, production and/ or delivery of the Goods and/or Services will be added to the price of the Goods and/or Services payable by you. At its discretion, Mico may remove any discount provided in an estimate or order where there is a reduction in quantities actually purchased.

5. A contract is created, and you are bound to pay for the Goods and/or Services, when Mico accepts your order. A quotation does not create a contract until you place an order that is accepted by Mico.

6. If the giving of an estimate or quotation for the supply of Goods and Services involves Mico estimating measurements and quantities, you must verify the accuracy of such estimate or quotation before a contract is made.

7. You may cancel an order accepted by Mico if you provide reasonable written notice (which may be by email to the email address of an authorised representative of the Mico store at which the order was placed) of such cancellation prior to Delivery and the Goods and/or Services you have ordered form part of Mico's standard stock in trade. You cannot cancel special orders.

8. If you wish to change an order (including for any changes in quantities, measurements or specifications or nature of the services required or as a result of any inaccuracies or misstatements in the information provided to Mico), you acknowledge such change may result in a delay in delivery, and/or an increase in the price, of the Goods and/or Services.

9. Goods are offered subject to availability. Mico may substitute similar goods to those ordered provided it obtains your prior approval prior to the time of supplying the substituted goods. It is your responsibility to ensure that any proposed substituted goods are acceptable.

10. If you provide Mico with measurements, you must ensure they are correct and accurate. You are also solely responsible for the accuracy of plans, specifications and information supplied by (or on behalf of) you on which a quotation/ estimate/order or estimate of materials is based. All customary building & plumbing industry tolerances apply to the dimensions and measurements of Goods unless Mico and you agree otherwise in writing. If there is an error in the measurements you supply and the Goods and/or Services are made or supplied to those measurements, Mico will not refund the cost of the Goods and/or Services provided, unless the Goods are faulty or Mico has failed to exercise reasonable skill and care.

PRICING AND PAYMENT

11. The price of the Goods and/or Services will be the price current on the date of Delivery of the Goods/Services, unless otherwise expressly agreed in writing by Mico.

12. The prices are exclusive of any GST and other taxes and duties (if any) applicable to the Goods/Services. The prices also exclude the cost of delivery.

13. Mico may increase prices of Goods/Services from time to time. If Mico increases the prices of Goods/Services after you have placed an order for them, you may, within seven days, cancel that order or the balance of that order outstanding (but only to the extent the order is affected by the price increase) by sending us a written request for cancellation.

14. Goods (together with any other amounts owing to Mico) must be paid for by cash or electronic funds transfer in cleared funds prior to Delivery unless you have a current Mico credit account.

15. Payment for orders, made through a valid credit account, is due by the 20th day of the month following Delivery (including where Goods are delivered by instalments).

16. Mico may impose a credit limit on credit accounts and may alter credit limits without notice. If a credit limit is exceeded, Mico may refuse to supply Goods/Services to you.

17. Any deposit required by Mico must be paid when placing an order and, unless otherwise specified on the deposit terms, is non-refundable.

18. You must not withhold any payment due to Mico or make any deduction from or set off any amount owing to Mico.

19. Any disputes or credit requests must be received by Mico, in writing, within 30 days of the invoice date.

20. Mico may (without prejudice to any other rights or remedies it may have) charge default interest on any unpaid accounts at the rate of 24% per annum (calculated on a daily basis until the account is paid in full). You must also pay all expenses and costs (including legal costs on a solicitor and client basis) incurred by or on behalf of Mico recovering or attempting to recover the unpaid or overdue accounts.

21. You acknowledge that if Mico continues to supply you it is on the condition that all payments received by Mico from you are made as they become due from your own money.

22. You acknowledge that you will not make any payments to Mico with a view to giving Mico a preference over any of your other creditors.

DELIVERY

23. Delivery of the Goods will be made at Mico premises when Goods are collected by you (or on your behalf) or, where Mico deliver the Goods, on the unloading of Goods at the curbside at your nominated delivery address.

24. Delivery of Goods may be made by instalments. Each instalment will be treated as a separate contract subject to these terms. Failure to Deliver any instalment of Goods will not entitle you to cancel the remaining instalments.

25. Any time given for delivery is an estimate only. Mico will not be liable for any delay in Delivery, whether or not beyond its control.

26. Where Mico has agreed to deliver the Goods, you must provide adequate safe and unobstructed access for Delivery and adequate facilities for unloading and storage of Goods (including in compliance with the Health and Safety at Work Act 2015 and Hazardous Substances and New Organisms Act 1996, as applicable). If required by you or your representative to drive on to a property, neither Mico nor any of its carriers accept responsibility for any damage that may result to either the property or the Goods.

27. If you fail or refuse to take delivery of the Goods at an agreed delivery time, any liability or cost incurred by Mico as a result of the refusal or delay in delivery will form part of the Amount Owing and will be paid immediately by you on demand.

RETURNS

28. Mico, at its absolute discretion, may allow you to return new Goods to the Mico store which sold the Goods, provided such Goods were purchased within the previous three months and remain in re-saleable condition, with the exception of Goods which are not a standard in-stock item of Mico, purchased on hire purchase, or any tinted paint. A return fee of up to 10% of the price of the Goods will apply.

WARRANTIES AND LIABILITY

29. The only warranties and producer statements relating to the Goods and/or Services are those confirmed in writing by Mico. You acknowledge and agree that you will not buy the Goods and/ or Services on the basis of, and you do not rely on, any statement or representation (whether negligent or innocent) or warranty made or given by Mico, except as expressly set out in these terms or confirmed in writing.

30. You acknowledge and agree that you are responsible for ensuring that all and any instructions, recommended uses, applications and installation methods are followed for the Goods and any cautions and/or warnings observed.

31. Except as set out in clause 28 and this clause 31, you are not entitled to return the Goods for any reason. The Goods are deemed accepted unless you notify Mico, in writing, of any errors or discrepancies within seven (7) days following Delivery. Mico must be able to inspect the Goods to confirm the error or discrepancy. For Goods that you are entitled to reject in accordance with this clause, Mico's liability is limited to either (at Mico's discretion) repairing or replacing the Goods, or refunding the price of the Goods, provided that Mico will not be liable for Goods that have been tampered with or modified or which have been stored in an improper manner.

32. If you acquire the Goods and/or Services using your trade account, for business purposes, the CGA does not apply to the sale of those Goods or Services.

33. Subject to any express warranties given by Mico (or the manufacturer of the Goods) to you, in writing, all conditions, warranties, descriptions, representations and statements as to fitness or suitability for any purpose, workmanship, tolerance to any conditions, merchantability or otherwise, express or implied, are expressly excluded to the fullest extent permitted by law.

34. Notwithstanding any other provision of these terms, Mico has no liability (whether statutory, in contract or tort (including negligence), or howsoever arising) to you or any of your agents or employees for any loss of profits or revenue, loss of business, indirect loss or damage, economic loss of any kind, wasted expenditure, special loss or damage, consequential loss or damage or any other loss or costs (including legal and solicitor/client costs).

35. To the maximum extent permitted by law, Mico's total liability to you or any of your agents or employees in respect of any Goods or Services supplied or any quotation or estimate given will not exceed the price of the Goods or Services to which your Claim relates.

OWNERSHIP AND RISK

36. Ownership of the Goods (whether or not any of the Goods have been paid for by you) will not pass to you until you have paid all of the Amount Owing and all your obligations to Mico in respect of the Goods or otherwise have been met.

37. The risk of any loss or damage to, or deterioration of, the Goods due to any cause whatsoever will pass to you on Delivery. If any Goods are damaged or destroyed prior to risk passing to you, Mico may promptly repair the Goods or cancel the order in respect of those Goods without penalty or compensation to you.

38. If you fail to pay for the Goods in full by the due date for payment, or if Mico considers the Goods are "at risk" (in accordance with the PPSA) Mico may (in addition to any other rights or remedies it may have) enter your premises (or any other premises which you have access to and where the Goods are stored) at any time, without notice, to view the Goods and to remove the Goods and may resell the Goods or retain the Goods for the benefit of Mico, without incurring any liability to any person. You may not revoke the permission granted in this clause.

SECURITY AND PERSONAL PROPERTY SECURITIES ACT – CREDIT ACCOUNTS

39. As security for all of your obligations under these terms (including for payment of the Amount Owing and for the performance from time to time of your other obligations to Mico), you grant to Mico a Security Interest in all the Goods Mico agrees to sell to you under any contract (including these terms), together with the Proceeds of such Goods. Such security will continue until all sums owing by you to Mico in respect of any Goods supplied have been paid in full.

40. You also grant to Mico (unless otherwise agreed in writing by Mico) a Security Interest in all of your present and after acquired personal property (as defined in the PPSA) including a fixed charge over all of your real property, wherever situated as security for the due payment of all other Amount Owing, and to secure performance of all obligations owing by you to Mico.

41. Mico may allocate all monies received from you in any manner it determines, including in any manner required to preserve any Security Interest in the Goods.

42. You agree that to the extent permissible under the PPSA:

(a) Mico excludes its obligations to you under the PPSA in respect of any contract for the sale of Goods, or the security under such contracts; and

(b) you waive any right to receive a copy of a verification statement under the PPSA and all of your other rights against Mico.

43. You agree that Mico has the right, at its absolute discretion and on written request to you:

(a) to require you to complete and register a mortgage (in the form of the then current Auckland District Law Society all obligations mortgage) over any interest in any property owned or held by you (whether a beneficial or legal interest and as trustee or otherwise);

(b) to lodge a caveat against the title to any property in respect of which you own or hold an interest (whether a beneficial or legal interest and as trustee or otherwise) upon making a written request to you for you to register a mortgage pursuant to clause 41(a) above.

44. Each Security Interest created under these terms is a continuing security, notwithstanding any intermediate payments or settlements of accounts or anything else and is in addition to, and is not to be merged with, any other security or guarantee expressed or intended to be security for any Amount Owing or any other obligations you owe to Mico.

45. You waive your rights under the PPSA to receive a copy of any verification statement, financing statement or financing change statement (as those terms are defined in the PPSA) and agrees that:

(a) as between Mico and you, you will have no rights under (or by reference to) sections 114(1)(a), 116, 120(2), 121, 125, 129, 131, 133 and 134 of the PPSA;

(b) to the extent permitted by law these terms exclude any other provisions of the PPSA which may be excluded in Mico's discretion and which would otherwise confer rights on you; and

(c) where Mico has rights in addition to Part 9 of the PPSA, those rights will continue to apply.

46. You acknowledge that you have received value as at the date of first delivery of the Goods and that Mico has not agreed to postpone the time for attachment of the Security Interest granted to Mico under these terms.

47. You must not:

(a) change your name, address or contact details without providing Mico 30 days' prior written notice (which may be by email the address of an authorised Mico representative).

(b) give to Mico a written demand, or allow any other person to give Mico a written demand requiring a financing change statement to be registered; or

(c) lodge a change demand or allow any other person to lodge a change demand, in each case in relation to a financing statement registered by Mico under the PPSA.

48. You will, on demand, pay all Mico's expenses and legal costs (on a solicitor-client basis) in relation to or in connection with the registration, maintenance and enforcement of Mico's security interest.

DEFAULT

49. If you do not pay the Amount Owing when due:

(a) Mico may charge, and you must pay, default interest at the rate of 24% per annum calculated daily on the Amount Owing from the due date until payment is received in full (both prior to and following any judgment obtained); and

(b) any rebates or discounts may be cancelled (whether or not previously credited).

50. If an Event of Default occurs:

(a) Mico may suspend or cancel (in whole or in part) any order created under these terms or any other contract with you;

(b) Mico may delay delivery of any Goods until the matter is resolved to Mico's satisfaction;

(c) any Amount Owing will become immediately due and payable;

(d) each Security Interest created under these terms will become immediately enforceable;

(e) Mico is entitled to recover from you all costs that Mico may reasonably incur in attempting to collect the Amount Owing (including actual legal costs and expenses and costs of collection) and any other moneys owing by you to Mico from time to time, whether in relation to any contract or on any other account whatsoever.

YOUR INDEMNITY

51. You agree to indemnify Mico against all losses, liabilities, damages, claims, actions costs or expenses (including legal and solicitor/client costs and expenses) suffered or incurred by Mico in respect of any Claim by a third party to the extent caused or contributed to you by (or by anyone for whom you are responsible).

FORCE MAJEURE

52. Notwithstanding anything to the contrary in these terms, neither Mico nor you will be liable for any delay or failure in the performance of any obligation or the exercise of any right under these terms or for any loss or damage if such performance or exercise is prevented or hindered by a Force Majeure Event. Nothing in this clause will excuse payment of the Amount Owing as it becomes due under these terms.

53. The rights and obligations of either party which are affected by a Force Majeure Event will be suspended during the continuance of the event with either party claiming to be affected by the event giving immediate notice to the other party containing full particulars of the event. The party giving notice under this clause will take all reasonable steps to mitigate the effects of the event. Neither party will be required to remedy any Force Majeure Event if to do so would require it contrary to its judgment to settle a strike or labour dispute or otherwise submit to the demands of opposing parties.

CONSTRUCTION CONTRACTS ACT 2002

54. In the event that any sale by Mico is of a good that means the supply is a "construction contract" within the meaning of the Construction Contracts Act 2002 (CCA) so that the CCA applies to these terms or any sale under them, then there will be no progress payments and the Goods shall be paid for in one lump sum on due date.

USE OF INFORMATION

55. Mico may collect, use and disclose information that identifies you or your representatives (Your Personal Information) in accordance with the Mico Privacy Policy (available at www.mico.co.nz/privacy-policy).

56. Mico may use the services of credit reporting and debt collection agencies on an on-going basis, and may exchange the Your Personal Information with those agencies (including information about default and repayment history). Those agencies may retain Your Personal Information and provide that information to other customers who use their services.

57. Your Personal Information may be accessed, collected or used for any member of Fletcher Building Group.

58. If you provide Mico with any personal information about a third party (such as a guarantor) or authorise Mico to collect that information, you confirm that you are authorised by the individual concerned to provide their personal information to Mico and/or authorise the collection of information about them in accordance with Mico's Privacy Policy and that you have informed the individual of their rights to access and request correction of their personal information.

59. You and your representatives have the right to access, and to request correction of, any of their personal information that Mico holds by emailing Mico at fbprivacy@fbu.com.

REVIEW OF TERMS

60. Mico may vary these terms at any time by publishing the varied terms on the Mico website (www.mico.co.nz). Goods and/or Services ordered after the date of the publication of the varied terms will be subject to the variation and the placing of the order will be deemed to be an acceptance of such varied terms.

61. These terms (together with any documents expressly referred to in these terms) contain the entire agreement and understanding between the parties and supersede all prior agreements, arrangements and understandings (both oral and written) between the parties relating to the subject matter of these terms. No other terms contained in any order or document submitted by you (whether in writing, verbally or by Electronic Data Interchange) or any other arrangement between the parties, will apply unless otherwise expressly agreed in writing by the parties.

GENERAL

62. You may not directly or indirectly assign to any person any of its benefits or burdens in respect of the contract created by these terms. Mico may at any time assign or transfer to any other person all or any part of its rights, remedies and obligations under these terms and any related or ancillary document without your consent.

63. Each provision of these terms survives to the extent unfulfilled, and remains enforceable and does not merge, on performance of another provision.

64. No delay or failure to act is a waiver. No waiver is effective unless it is in writing. Any waiver of a breach so given, is not a waiver of any other breach.

65. These terms and each and any Security Interest created under them will not be discharged, nor will your obligations be affected or restricted in any way whatsoever, by any time, indulgence, waiver or consent given to you or another person.

66. Any notice or other communication to you may be served by delivery at your email or physical account address, any other address specified by you from time to time for such purposes or your usual residential address (if an individual) or otherwise your principal place of business or registered office.

67. These terms are governed by the laws of New Zealand. You irrevocably agree to submit to the non-exclusive jurisdiction of the New Zealand courts.

68. The illegality, invalidity or unenforceability of a provision of these terms will not affect the legality, validity or enforceability of another provision.

DEFINITIONS

69. In these terms, unless the context requires otherwise:

(a) Amount Owing means the price charged by Mico for the Goods, together with any other sums which Mico is entitled to charge under these terms that remain unpaid.

(b) CGA means the Consumer Guarantees Act 1993;

(c) Claim means any demand or assertion of the right to compensation or other legal or equitable remedy (whether in contract, tort, including negligence, statute or otherwise) arising out of or relating to the supply of Goods (and includes any proceeding in any tribunal, court or other forum arising out of or relating to the supply of Goods);

(d) Delivery means delivery of the Goods in accordance with clause 23;

(e) Event of Default means:

i. where you fail to pay, or in Mico's opinion, are likely to fail to pay, any Amount Owing when due; or

ii. where you fails to comply with these terms or any other contract with Mico, and do not remedy that failure within seven (7) days of receiving notice from Mico advising you of the failure;

iii. you commit an act of bankruptcy;

iv. if you are a company, you do anything which would make you liable to be put into liquidation, a receiver or statutory or official manager is appointed over all or any of your assets or you, your board or shareholders are considering appointing an administrator or liquidator, an administrator is appointed in respect of you, or if anything analogous to or having similar effect to any of the other events arises;

(f) Force Majeure Event means any event or circumstance which is beyond the reasonable control of the affected party and which results in or causes the failure of that party to perform any of its obligations under these terms;

(g) Goods means all building materials and hardware, tools and accessories supplied by Mico to you under these terms (as detailed on each invoice issued to the Customer), including timber, precut and/or prenailed frames and trusses, roundwood, panel products, doors, bulk hardware, shop hardware, plumbing, roofing, tools, whiteware and appliances, together with any Services forming part of the supply of Goods;

(h) GST means any amounts levied or charged pursuant to the Goods and Services Tax Act 1985;

(i) Guarantor means the person(s) who, if you are a limited liability company, agrees to guarantee your obligations, and be liable for the Amount Owing and any other amounts due to Mico, under these terms, on a principal debtor basis;

(j) Mico New Zealand Limited means any retail store (physical or online), trading as Mico within the Fletcher Distribution Limited group of companies;

(k) PPSA means the Personal Property Securities Act 1999;

(l) Proceeds has the same meaning given under the PPSA;

(m) Security Interest has the same meaning given under the PPSA;

(n) Services means any services performed by Mico (its employees, agents or subcontractors) as part of supplying the Goods, including installation services and estimation and design services.