

# CADShop - Terms & Conditions of Trade

1. **Definitions**
- 1.1 "CADShop" means CAD Shop Limited T/A CADShop, its successors and assigns.
- 1.2 "Client" means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting CADShop to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Client, is a reference to each Client jointly and severally; and
- (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
- (c) if the Client is a part of a trust, shall be bound in their capacity as a trustee; and
- (d) includes the Client's executors, administrators, successors and permitted assigns.
- 1.3 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.4 "Goods" means all Goods or Services supplied by CADShop to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.5 "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between CADShop and the Client in accordance with clause 2 of this Contract.
2. **Price and Payment**
- 2.1 The Price shall be as indicated on invoices provided by CADShop to the Client in respect of the Goods supplied.
- 2.2 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated, then payment will be due seven (7) days following the date of the invoice.
- 2.3 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by CADShop nor to withhold payment of any invoice because part of that invoice is in dispute.
- 2.4 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to CADShop an amount equal to any GST CADShop must pay for any supply by CADShop under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
3. **Risk**
- 3.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 3.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, CADShop is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by CADShop is sufficient evidence of CADShop's rights to receive the insurance proceeds without the need for any person dealing with CADShop to make further enquiries.
4. **Title to Goods (Including any incidental items supplied as part of any Services)**
- 4.1 CADShop and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid CADShop all amounts owing to CADShop; and
- (b) the Client has met all of its other obligations to CADShop.
- 4.2 Receipt by CADShop of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 4.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Client in accordance with clause 4.1 that the Client is only a bailee of the Goods and must return the Goods to CADShop on request.
- (b) the Client holds the benefit of the Client's insurance of the Goods on trust for CADShop and must pay to CADShop the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
- (c) the Client 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 Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for CADShop and must pay or deliver the proceeds to CADShop on demand.
- (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of CADShop and must sell, dispose of or return the resulting product to CADShop as it so directs.
- (e) the Client irrevocably authorises CADShop to enter any premises where CADShop believes the Goods are kept and recover possession of the Goods.
- (f) CADShop may recover possession of any Goods in transit whether or not delivery has occurred.
- (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of CADShop.
- (h) CADShop may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
- Personal Property Securities Act 1999 ("PPSA")**
- Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the 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 CADShop to the Client, and the proceeds from such Goods as listed by CADShop to the Client in invoices rendered from time to time.
- The Client 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 CADShop may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, CADShop for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby; and
- (c) not 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 prior written consent of CADShop.
- CADShop and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA. Unless otherwise agreed to in writing by CADShop, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- The Client shall unconditionally ratify any actions taken by CADShop under clauses 5.1 to 5.5.
- Subject to any express provisions to the contrary (including those contained in this clause 5), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- Default and Consequences of Default**
- Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at CADShop's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- If the Client owes CADShop any money the Client shall indemnify CADShop from and against all costs and disbursements incurred by CADShop in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, CADShop's collection agency costs, and bank dishonour fees).
- Further to any other rights or remedies CADShop may have under this Contract, if a Client has made payment to CADShop, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by CADShop under this clause 6 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- Security and Charge**
- In consideration of CADShop agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, and the Client grants a security interest in all of its present and after-acquired property, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The terms of the charge and security interest are the terms of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Act 2017.
- The Client indemnifies CADShop from and against all CADShop's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising CADShop's rights under this clause.
- The Client irrevocably appoints CADShop and each director of CADShop as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 7 including, but not limited to, signing any document on the Client's behalf.
- Privacy Policy**
- All emails, documents, images or other recorded information held or used by CADShop is "Personal Information" as defined and referred to in clause 8.3 and therefore considered confidential. CADShop acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 ("the Act") including Part II of the OECD Guidelines as set out in the Act. CADShop acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by CADShop that may result in serious harm to the Client, CADShop will notify the Client in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Client by written consent, unless subject to an operation of law.
- Notwithstanding clause 8.1, privacy limitations will extend to CADShop in respect of cookies where the Client utilises CADShop's website to make enquiries. CADShop agrees to display reference to such cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
- (a) IP address, browser, email client type and other similar details;
- (b) tracking website usage and traffic; and
- (c) reports are available to CADShop when CADShop sends an email to the Client, so CADShop may collect and review that information ("collectively Personal Information")
- If the Client consents to CADShop's use of cookies on CADShop's website and later wishes to withdraw that consent, the Client may manage and control CADShop's privacy controls via the Client's web browser, including removing cookies by deleting them from the browser history when exiting the site.**
- The Client authorises CADShop or CADShop's agent to:
- (a) access, collect, retain and use any information about the Client;
- (i) (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin 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 Client's creditworthiness; or
- (ii) for the purpose of marketing products and services to the Client.
- (b) disclose information about the Client, whether collected by CADShop from the Client directly or obtained by CADShop from any other source, to any other 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 Client.
- Where the Client is an individual the authorities under clause 8.3 are authorities or consents for the purposes of the Privacy Act 2020.
- The Client shall have the right to request (by e-mail) from CADShop, a copy of the Personal Information about the Client retained by CADShop and the right to request that CADShop correct any incorrect Personal Information.
- CADShop will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- The Client can make a privacy complaint by contacting CADShop via e-mail. CADShop 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 Client is not satisfied with the resolution provided, the Client can make a complaint to the Privacy Commissioner at <http://www.privacy.org.nz>.
- General**
- The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal 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 in which CADShop has its principal place of business and are subject to the jurisdiction of the courts of New Zealand.
- Where applicable, nothing in this Contract is intended to have the effect of contracting out of the Consumer Guarantees Act 1993 (CGA). CADShop shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by CADShop of these terms and conditions (alternatively CADShop's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.