

# CARTERS

## Your Building Partner

# APPLICATION FOR CREDIT ACCOUNT

**USED FOR INDIVIDUALS, SOLE TRADERS, UNINCORPORATED  
JOINT VENTURES, TRUSTS AND PARTNERSHIPS**

BRANCH \_\_\_\_\_

ACCOUNT NO. \_\_\_\_\_

YOUR CARTERS REPRESENTATIVE IS \_\_\_\_\_

PHONE NO. \_\_\_\_\_

CARTERS Building Supplies Limited  
National Office:  
64-68 Harris Road  
East Tamaki  
Private Bag 94-027  
Manukau 2241  
Phone (09) 272 7200

**CARTERS BUILDING SUPPLIES LIMITED**  
**CREDIT ACCOUNT APPLICATION AND TERMS OF AGREEMENT FOR SUPPLY**  
**USE FOR INDIVIDUALS, SOLE TRADERS, TRUSTS AND PARTNERSHIPS**  
**(Not Suitable for Companies)**

**ALL DETAILS MUST BE COMPLETED IN FULL**

<b>SECTION 1 : APPLICANT DETAILS</b>		
Account Type (delete if not applicable)	Personal/Joint Account/Sole Trader/Partnership/ Joint Venture /Trust (full copy of the trust deed required)	
Applicant Details	<small>For Joint or Partnership accounts, details of <b>all applicants</b> must be provided. For Trusts, each of the trustees must apply in their own names and provide their details as applicants. Use separate page if needed.</small>	
Trading Name (if applicable) or name of Trust/Partnership	Order No or Written Order Required?	<input type="checkbox"/> NO
	<b>Applicant 1</b>	<b>Applicant 2</b>
Full Name (inclusive of middle names)		
Residential Address		
Previous Address		
Date of Birth		
Telephone (Bus)		
Fax		
Telephone (Pvte)		
Mobile		
Email address	<input type="checkbox"/> Tick here if you do not want to receive promotional material via email	<input type="checkbox"/> Tick here if you do not want to receive promotional material via email
Employer		
Occupation		
Marital Status		
Partner's Full Name		
Partner's Occupation		
Email address for Statements and Invoices		

<b>SECTION 2 : BUSINESS DETAILS</b>		
Nature of Business (Main Activity)		
If building, strike out which is not applicable: Speculative/Contractual/Renovation/Other (including own home)		
Initial Credit Requested: \$	(multiply estimated monthly purchases x 2)	
Do you already have an account with CARTERS? <input type="checkbox"/> YES <input type="checkbox"/> NO		
Contact Person for Payment of Account: Name	Telephone	
From what source of funding do you intend payment of your account to be made?		
<input type="checkbox"/> Own Funds <input type="checkbox"/> Bank Borrowing <input type="checkbox"/> Income <input type="checkbox"/> Other (please specify)		
<b>If own funds, please provide evidence of funds (if credit limit required &gt;\$10,000)</b>		
<b>If bank borrowing, please provide copy of loan approval document from bank</b>		
Income (all sources)(please tick):		
<input type="checkbox"/> Less than \$25,000 <input type="checkbox"/> \$25,001-\$35,000 <input type="checkbox"/> \$35,001-\$45,000 <input type="checkbox"/> \$45,001-\$60,000 <input type="checkbox"/> over \$60,000		
Do you own your own home?(please tick) <input type="checkbox"/> Yes <input type="checkbox"/> No		
Is it mortgaged? <input type="checkbox"/> Yes <input type="checkbox"/> No    Amount Owing \$		
If the address of this home is different from that stated above, please supply address:		
Have proceedings for bankruptcy, insolvency or recovery of debt ever been brought against you? <input type="checkbox"/> Yes <input type="checkbox"/> No		
If yes, provide details:		
If requested to do so by a CARTERS staff member, please complete the Statement of Financial Position supplied.		
Bankers	Branch	
Solicitor	Address	Ph:
Accountant	Address	Ph:

TRADE REFERENCES - do not give Banks or Solicitors. Detail only trade relationships				
Name	Location	Phone No	Fax No	Average Mthly S
1				
2				
3				
4				

You acknowledge CARTERS may contact these Trade References for verification of information about you and agree to the release of personal information by them about you and your business as part of this process.

SECTION 3: TERMS AND CONDITIONS
The CARTERS standard terms and conditions of sale form part of this contract.

SECTION 4: SECURITY
As a condition of CARTERS approving the credit applied for in this form, it may require security. That security will depend on: 1. the amount of credit applied for; 2. whether the Customer is an individual, sole trader, partnership, trust etc; 3. the ownership/title of the assets offered as security. If CARTERS requires security for this application, the Customer will be required to pay any legal fees incurred.

SECTION 5 : CUSTOMER ACCEPTANCE
I/We: (a) Confirm that the information provided is true and correct and acknowledge that CARTERS may terminate this agreement if such information is incorrect; (b) Agree to be bound by all the terms and conditions contained herein; (c) Consent to receiving emails at the email address shown above from CARTERS and its related companies about this application and other marketing and promotional materials. (d) Confirm that no information has been withheld of which CARTERS should be aware in considering this application for credit; (e) Acknowledge that this credit application forms the basis on which CARTERS will transact business with me/us and that any credit extended to me/us is extended on the terms set out in this application form; (f) Understand that my/our ownership of goods is affected by the "Risk and Security" section in the CARTERS standard terms and conditions of sale; (g) Agree and understand that CARTERS may obtain, use and disclose information about any of the Applicants in accordance with the "Use of Information" section in the CARTERS standard terms and conditions of sale; (h) Accept that the goods are supplied subject to the CARTERS standard terms and conditions of sale; (i) (Where applicable) Confirm that we have authority to enter this agreement as trustee for the trust named in this agreement; (j) (Where applicable) Confirm that all of the trustees of the trust named in this agreement have consented to the terms of this agreement; (k) (Where applicable) Confirm that we have a right of indemnity from the assets of the trust named in this agreement for any liabilities incurred under this agreement; (l) (Where applicable) Confirm that CARTERS shall have a right of subrogation in respect of all rights of any indemnity which the trustees of the trust named in this agreement hold against such trust's assets to satisfy any debt owed to CARTERS. If there is more than one person named as an applicant, each applicant agrees that the obligations outlined in this agreement shall bind the applicants joints and severally. Signed by the applicant(s) or all the partners or trustees:

.1 (Signature)	.2	.3
.1 (Please Print Full Name)	.2	.3
.1 (Office held) In the presence of: _____ (Signature) Full name of Witness: _____ Occupation: _____ Address: _____ Dated this _____ day of _____	.2 In the presence of: _____ (Signature) Full name of Witness: _____ Occupation: _____ Address: _____ Dated this _____ day of _____	.3 In the presence of: _____ (Signature) Full name of Witness: _____ Occupation: _____ Address: _____ Dated this _____ day of _____

FOR OFFICE USE ONLY	
BRANCH:	SUPPORTED BY BRANCH MANAGER:
Additional information relating to this application:	
APPROVED / DECLINED:	DATE
APPROVED CREDIT LIMIT:	PAYMENT TERMS
OTHER CONDITIONS OF APPROVAL:	

# CARTERS STANDARD TERMS AND CONDITIONS OF SALE

The following terms shall be incorporated into each contract entered into between the Customer and CARTERS for the supply of Goods, except to the extent expressly varied by signed agreement in writing between them or updated by CARTERS in accordance with clause 17.

- 1. PRICE**
  - 1.1 The price shall be increased by:
    - (a) the amount of any GST and other taxes and duties which may be applicable; and
    - (b) the amount of any increase in the cost of any items (including any change in currency exchange rates) affecting the cost of supply, production and/or delivery of the Goods prior to the date of Delivery.
  - 1.2 A contract is created and the Customer is bound to pay the price when CARTERS accepts the Customer's order in writing. Subject to clause 3.2, each accepted order shall constitute a separate contract. A quotation does not create a binding contract until the Customer places an order that is then accepted by CARTERS.
  - 1.3 All quotes, estimates and pricing, unless otherwise specified, are valid for 30 days from the date of issue and may be subject to such further conditions as are expressly set out in the quote, estimate or pricing.
  - 1.4 CARTERS reserves the right at any time to alter any price lists and any such alterations to any price list shall be effective from the date specified by CARTERS and shall apply to all orders accepted by CARTERS on or after that date.
- 2. PAYMENT**
  - 2.1 Payment is due by the 20<sup>th</sup> of the month following the date of Delivery.
  - 2.2 CARTERS may impose a credit limit on the Customer's account and alter the credit limit without notice. Where the credit limit is exceeded, CARTERS may refuse to supply Goods to the Customer.
  - 2.3 The Customer may not withhold payment or make any deductions from or set off any amount against any Amount Owing without CARTERS' prior written consent.
  - 2.4 Any disputes or credit requests by the Customer relating to an invoice issued by CARTERS for Goods supplied must be received in writing within 30 days from the date of invoice.
- 3. DELIVERY**
  - 3.1 Delivery shall be made either:
    - (a) at CARTERS' premises when the Goods are made available for despatch; or
    - (b) such other premises as expressly agreed by the parties.
  - If CARTERS arranges transportation, storage or insurance of the Goods for the Customer, CARTERS does this as the Customer's agent. Any liability or cost incurred by CARTERS in providing these services shall form part of the Amount Owing and shall be paid immediately by the Customer to CARTERS upon a claim being made.
  - 3.2 CARTERS may deliver the Goods by instalments. Each instalment shall be treated as a separate contract subject to these Terms. Failure to fully deliver any instalment of the Goods shall not entitle the Customer to cancel any contract relating to any other instalment of the Goods.
  - 3.3 Any time stated for delivery is an estimate only. Other than liability that cannot be excluded by law, CARTERS is not liable for any delay in delivery.
- 4. RISK AND SECURITY**
  - 4.1 Risk of any loss, damage or deterioration of or to the Goods passes to the Customer on Delivery.
  - 4.2 As security for all the Customer's obligations under these Terms (including for payment of the Amount Owing and for the performance from time to time of the Customer's other obligations to CARTERS), the Customer grants to CARTERS a Security Interest in all the Goods CARTERS agrees to sell to the Customer under any contract, together with the Proceeds of such Goods. Such security shall continue until all sums owing by the Customer to CARTERS in respect of any Goods supplied have been paid in full.
  - 4.3 CARTERS may allocate all monies received from the Customer in any manner it determines, including in any manner required to preserve any Purchase Money Security Interest under the PPSA in the Goods.
  - 4.4 The Customer agrees that, to the extent permissible under the PPSA:
    - (a) CARTERS excludes its obligations to the Customer under the PPSA in respect of any contract for the sale of Goods, or the security under such contracts, and
    - (b) the Customer waives any right to receive a copy of a verification statement under the PPSA and all of its other rights against CARTERS.
  - 4.5 The Customer agrees that CARTERS shall have the right, at its absolute discretion:
    - (a) 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 the Customer (whether a beneficial or legal interest and as trustee or otherwise); and
    - (b) to lodge a caveat against the title to any property in respect of which the Customer owns or holds an interest (whether a beneficial or legal interest and as trustee or otherwise),to secure the Amount Owing and the Customer hereby irrevocably appoints CARTERS as the attorney of the Customer for the purpose of CARTERS exercising its rights under this clause whilst any Amount Owing remains outstanding. Where the Customer holds an interest in property as a trustee, then for the purposes of this clause, the Customer warrants that it has the authority of any co-trustee (if any) to grant CARTERS the rights arising under this clause and such grant is authorised by the relevant trust deed.
  - 4.6 Subject to clause 4.2 and the provisions of this clause 4, legal and equitable ownership of the Goods remains with CARTERS and does not pass to the Customer until the Customer pays the Amount Owing and any other monies owing by the Customer to CARTERS from time to time (whether in relation to any contract entered into under these Terms or on any other account whatsoever).
  - 4.7 While legal or equitable ownership of the Goods remains with CARTERS, CARTERS retains the right to enter the premises or land where the Goods are held or stored and sever and remove them, as agent for the Customer, without being liable or responsible for any damage caused in doing so.
  - 4.8 In the event that the Goods become fixtures incorporated into any realty CARTERS retains an equitable interest in the land.
  - 4.9 The security interest created by these Terms is not discharged nor the Customer's obligations affected by the administration, insolvency, receivership or liquidation of the Customer.
- 5. WARRANTIES AND LIMITATION OF LIABILITY**
  - 5.1 The only warranties or producer statements agreed to by CARTERS relating to the Goods are those confirmed by CARTERS in writing.
  - 5.2 Except as set out in this clause 5.2, the Customer is not entitled to return the Goods for any reason. The Goods will be deemed accepted unless the Customer notifies CARTERS in writing of any defects, errors or discrepancies within seven days following Delivery, provided CARTERS is able to inspect the Goods to confirm the defect, error or discrepancy. For Goods that the Customer is entitled to reject in accordance with this clause, CARTERS' liability is limited to either (at CARTERS' discretion) repairing or replacing the Goods, or refunding the price of the Goods, provided that CARTERS will not be liable for Goods that have been tampered with or modified without the approval of CARTERS or which have not been stored in a proper manner.
  - 5.3 Except for the warranties referred to in clause 5.1, but subject to clause 5.6, to the maximum extent permitted by law CARTERS expressly excludes all other conditions, warranties, guarantees, descriptions, representations, conditions as to fitness or suitability or fitness for any purpose, tolerance to any conditions, merchantability, appearance, safety, durability or otherwise (whether of a like nature or not) and whether express or implied by law, trade custom or otherwise.
  - 5.4 Notwithstanding any other provision of these Terms, other than clause 5.6, under no circumstances shall CARTERS be liable to the Customer or any other person (whether in contract, tort, including negligence, statute or otherwise) for any:
    - (a) loss of profits;
    - (b) consequential loss or damage;
    - (c) indirect loss or damage; or
    - (d) special loss or damage of any kind.
  - 5.5 To the maximum extent permitted by law, CARTERS' total liability (whether in contract, statute, tort, including negligence, or otherwise howsoever arising) for any Claim by the Customer, its agents, employees or subcontractors, or any other person, relating to or arising from the supply of Goods or any quotation or estimate given shall not exceed the price of the Goods to which the Claim relates.
  - 5.6 If the Goods are acquired by the Customer for business purposes, the Consumer Guarantees Act 1993 does not apply to the sale of those Goods and the parties agree that sections 9, 12A, 13 and 14 of the Fair Trading Act 1986 do not apply. Nothing in these Terms is intended to contract out of the provisions of the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, except to the extent permitted by those Acts.
- 6. INSTALLATION SERVICES**
  - 6.1 Where CARTERS has agreed to perform installation Services, the Customer shall provide CARTERS, its employees, agents and subcontractors with suitable access to the premises in all weather conditions during normal working hours for any vehicles and equipment that CARTERS may need for the installation, together with electricity and any other amenities reasonably required to perform such Services.
  - 6.2 The Customer shall ensure that the premises:
    - (a) comply with all applicable laws (including those relevant to the health and safety of CARTERS' installation personnel); and
    - (b) are in a state ready for the installation Services and are structurally sound (including the foundations).
  - 6.3 The Customer acknowledges and agrees that the Customer is responsible for:
    - (a) obtaining, at its own cost, any necessary permits, licences, consents or approvals (including any building consents) required for the installation Services in accordance with all applicable laws and industry standards;
    - (b) accepting the installation of the Goods prior to any claddings or linings being installed (if applicable) or prior to any other work being performed that may restrict access to the installed Goods;
    - (c) ensuring that any other trades people carrying out works in connection with the Goods that the Customer is responsible for are appropriately qualified and perform such works in accordance with all applicable laws and industry standards;
    - (e) ensuring that any other trades people that the Customer is responsible for at the premises co-operate with CARTERS; and
    - (e) providing safe and secure on-site storage for materials and equipment that CARTERS will use in providing the installation Services.
  - 6.4 Where the Customer requests that CARTERS engage an independent subcontractor to carry out installation services ("Customer Subcontractor"), the Customer acknowledges and agrees:
    - (a) that the Customer appoints CARTERS as the Customer's agent to enter into a contract with the Customer Subcontractor for the installation services on such terms as CARTERS deems appropriate;
    - (b) that such installation services are not considered "Services";
    - (c) that the Customer is responsible for accepting the quality of the installation services and CARTERS has no liability (whether in contract, statute, tort or otherwise howsoever arising) for the installation services performed by the Customer Subcontractor;
    - (d) that the Customer will fully reimburse CARTERS for the costs of the Customer Subcontractor and CARTERS is entitled to charge the Customer a handling fee for enabling the Customer to use the Customer's CARTERS account for billing purposes to pay the Customer Subcontractor; and
    - (e) to indemnify CARTERS against any loss, cost or liability suffered or incurred by CARTERS in respect of any Claim by a third party made against CARTERS arising out of its agency appointment under this clause.
- 7. CUSTOMER INDEMNITY**
  - The Customer agrees to indemnify CARTERS from and against any loss, cost or liability suffered or incurred by CARTERS in respect of any Claim made against CARTERS to the extent caused or contributed to by the Customer (or any person the Customer is responsible for).
- 8. DEFAULT**
  - 8.1 If the Customer does not pay the Amount Owing by the due date:
    - (a) CARTERS may charge, and the Customer must pay, default interest at the rate of 1.5% per month 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).
  - 8.2 If an Event of Default occurs:
    - (a) CARTERS may suspend or terminate any contract; and
    - (b) any Amount Owing shall immediately become due and payable notwithstanding the due date for payment has not arisen; and
    - (c) CARTERS is entitled to recover from the Customer all costs that CARTERS 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 the Customer to CARTERS from time to time, whether in relation to any contract or on any other account whatsoever.
- 9. PAYMENT VALIDITY**
  - 9.1 The Customer acknowledges that CARTERS continues to supply the Customer on the condition that all payments received by CARTERS from the Customer are made at a time when the Customer is able to pay its debts as they become due from the Customer's own money.
  - 9.2 The Customer further acknowledges that the Customer will not make any payments to CARTERS with a view to giving CARTERS a preference over any other creditors of the Customer.
- 10. FORCE MAJEURE**
  - 10.1 Notwithstanding any other provisions of these Terms, neither CARTERS nor the Customer shall 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 shall excuse payment of the Amount Owing as it becomes due under these Terms.
  - 10.2 The rights and obligations of either party which are affected by a Force Majeure Event shall 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 shall take all reasonable steps to mitigate the effects of the event. Neither party shall be required to remedy any Force Majeure Event if it to do so would require it to be in breach of its obligations to settle a strike or labour dispute or otherwise submit to the demands of opposing parties.
- 11. USE OF INFORMATION**
  - 11.1 CARTERS may collect, use and disclose information that identifies the Customer or the Customer's representatives ("Customer's Personal Information") in accordance with CARTERS' Privacy Policy (available at <https://www.carters.co.nz>). Some of the key terms of CARTERS' Privacy Policy are summarised below.
  - 11.2 CARTERS may use the services of credit reporting and debt collection agencies on an on-going basis, and may exchange the Customer's Personal Information with those agencies (including information about default and repayment history). Those agencies may retain the Customer's Personal Information and provide that information to other customers who use their services.
  - 11.3 CARTERS may use the Customer's Personal Information for direct marketing purposes (including by email and other electronic means), unless the Customer notifies CARTERS that it does not wish to receive direct marketing from CARTERS.
  - 11.4 The Customer's Personal Information may be accessed, collected or used for any member of the Carter Holt Harvey group of companies.
  - 11.5 If the Customer provides CARTERS with any personal information about a third party (such as a guarantor) or authorises CARTERS to collect that information, the Customer confirms that it is authorised by the individual concerned to provide their personal information to CARTERS and/or authorise the collection of information about them in accordance with CARTERS' Privacy Policy and that it has informed the individual of their rights to access and request correction of their personal information.
  - 11.6 The Customer and its representatives have the right to access, and to request correction of, any of their personal information that CARTERS holds by emailing CARTERS at [privacy@carters.co.nz](mailto:privacy@carters.co.nz).
- 12. ENTIRE AGREEMENT AND NO RELIANCE**
  - 12.1 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 the Customer (whether in writing, verbally or by Electronic Data Interchange (EDI)) or any other arrangement between the parties, shall apply unless otherwise expressly agreed in writing by the parties.
  - 12.2 The Customer acknowledges and agrees that the Customer:
    - (a) does not purchase the Goods on the basis of, and does not rely upon, any statement or representation (whether negligent or innocent) or warranty made or given by CARTERS, except as expressly set out in these Terms or confirmed in writing; and
    - (b) shall be 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.
- 13. WAIVER**
  - 13.1 If CARTERS exercises or fails to exercise any right or remedy available to it, this shall not prejudice CARTERS' rights in exercising that or any other right or remedy unless expressly waived by CARTERS in writing.
- 14. DIMENSIONS, PLANS AND SPECIFICATIONS**
  - 14.1 All customary building industry tolerances shall apply to the dimensions and measurements of Goods unless CARTERS and the Customer agree otherwise in writing.
  - 14.2 CARTERS shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer.
  - 14.3 If the giving of an estimate or quotation for the supply of Goods involves CARTERS estimating measurements and quantities, the Customer must verify the accuracy of such estimate or quotation before a contract is made.
  - 14.4 Should the Customer require any changes to CARTERS' estimated measurements and quantities, the Customer shall request such changes in writing, in the case of an estimate, before placing an order based on that estimate, and in the case of a quotation, before acceptance of that quotation.
  - 14.5 Where the Customer requests changes to be made to estimated measurements or quantities after CARTERS has accepted the Customer's order, the price shall be adjusted by CARTERS to reflect the change and any estimated delivery date re-scheduled. It is the Customer's responsibility to check the amended price when requesting any changes to previously accepted orders.
- 15. PRODUCT RETURNS**
  - 15.1 CARTERS at its absolute discretion may allow the Customer to return new Goods that remain in re-saleable condition and CARTERS reserves the right to charge a return fee of up to 10% of the price of such Goods.
- 16. ASSIGNMENT, NOVATION AND SUBCONTRACTING**
  - 16.1 CARTERS may assign these Terms and all or any contracts created pursuant to them to any other person. Without limiting the foregoing, CARTERS may assign to any other person all or part of the debt owing by the Customer to CARTERS.
  - 16.2 If CARTERS sells CARTERS' business (in whole or in part):
    - (a) CARTERS may novate these Terms and all or any contracts created pursuant to them to the purchaser of CARTERS' business upon the completion of such sale ("Novation"); and
    - (b) the Customer hereby agrees to any such Novation, without any requirement for notification to, or execution of any further documentation by, the Customer (however, if requested to do so by CARTERS, the Customer must execute a deed of novation).
  - 16.3 The Customer agrees that CARTERS may subcontract the performance of the Services to any other person.
- 17. REVIEW OF TERMS**
  - 17.1 CARTERS reserves the right to review and amend any of these Terms at any time. Any change will take effect on orders placed after the date on which CARTERS publishes the revised Terms on the CARTERS website ([www.carters.co.nz](http://www.carters.co.nz)), except where the amended Term is found by any court or administrative body of competent jurisdiction, or otherwise considered by CARTERS, to be invalid, unenforceable or illegal (whether as between the parties to these Terms or in relation to any third party) in which case the last previously valid, enforceable and legal Term shall continue to apply.
- 18. TERMS USED IN THESE STANDARD TERMS AND CONDITIONS OF SALE**
  - 18.1 "Amount Owing" means the price charged by CARTERS for the Goods, together with any other sums which CARTERS is entitled to charge under these Terms that remain unpaid.
  - 18.2 "CARTERS" means Carters Building Supplies Limited, including its successors and assigns.
  - 18.3 "Claim":
    - (a) means any demand or assertion of 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;
    - (b) includes any proceeding in any tribunal, court or other forum arising out of or relating to the supply of Goods.
  - 18.4 "Credit Reporting Agency" means any credit reporting agency engaged by CARTERS.
  - 18.5 "Customer" means the person purchasing the Goods from CARTERS pursuant to these Terms, including that person's successors and permitted assigns.
  - 18.6 "Customer Subcontractor" has the meaning given in clause 6.4 of these Terms.
  - 18.7 "Delivery" means delivery of the Goods in accordance with clause 3 of these Terms.
  - 18.8 An "Event of Default" means an event where:
    - (a) the Customer fails to comply with these Terms or any other contract with CARTERS, and does not remedy that failure within seven days of receiving notice from CARTERS advising them of the failure; or
    - (b) the Customer commits an act of bankruptcy; or
    - (c) the Customer enters into any composition or arrangement with its creditors; or
    - (d) if the Customer is a company:
      - (i) the Customer does anything which would make it liable to be put into liquidation; or
      - (ii) a resolution is passed or an application is made for the liquidation of the Customer; or
      - (iii) a receiver or statutory or official manager is appointed over all or any of the Customer's assets or the Customer, its board or shareholders is considering appointing an administrator or liquidator; or
      - (iv) an administrator is appointed to the Customer;
      - (v) if anything analogous to or having similar effect to any of the other events arises.
  - 18.9 "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.
  - 18.10 "Goods" means all goods ordered by the Customer and supplied by CARTERS under these Terms (as detailed on each invoice issued to the Customer), including Timber, Precut and/or Prenalined frames and trusses, roundwood, panel products, doors, bulk hardware, shop hardware, plumbing, roofing, whiteware and appliances, together with any Services forming part of the supply of Goods.
  - 18.11 "Include" and its derivatives shall have no limiting effect.
  - 18.12 "Person" includes a corporation, association, firm, company, partnership or individual.
  - 18.13 "PPSA" means the Personal Property Securities Act 1999.
  - 18.14 "Proceeds" has the same meaning given in the PPSA.
  - 18.15 "Price" means the purchase price of the Goods and any costs payable by the Customer under clauses 1 and 3.1 of these Terms.
  - 18.16 "Purchase Money Security Interest" has the same meaning given to it in the PPSA;
  - 18.17 "Security Interest" has the same meaning given to it in the PPSA.
  - 18.18 "Services" means any services performed by CARTERS (its employees, agents or subcontractors) as part of supplying the Goods, including the installation of any Goods.
  - 18.19 "Terms" means these CARTERS standard terms and conditions of sale.
  - 18.20 References to any legislation includes as amended, re-enacted or substituted and any statutory instruments, regulations and orders issued under such legislation.