

CREDIT ACCOUNT APPLICATION

Important Notice:

Please complete this Credit Account Application carefully. This is an important legal and commercial document.

The Applicant, Customer and any Guarantor should read this document carefully and obtain independent legal advice before signing.

By signing this document, the Applicant, Customer and any Guarantor acknowledge that they have received, read and understood the Terms of Trade and, where applicable, the Personal / Directors Guarantee and Indemnity.

PART A — CREDIT ACCOUNT APPLICATION FORM

Section 1 — Application Type

Reason for completing this form	☐ Open new account ☐ Update existing account ☐ Change of name ☐ Change of legal entity ☐ Credit limit review
Applicant type	☐ Sole Trader ☐ Partnership ☐ Company ☐ Trust ☐ Incorporated Society ☐ Other: _____
Requested credit limit	NZD \$ _____
Estimated monthly purchases	NZD \$ _____
Preferred payment terms	☐ Cash before delivery ☐ COD ☐ 7 days ☐ 20th of month following invoice ☐ 30 days ☐ Other: _____

Notes: Best pricing applies to Cash Before Delivery (CBD).

Section 2 — Applicant / Customer Details

Full legal name of Applicant / Customer			
Trading name, if different from above			
Nature / type of business			
Date of incorporation / establishment			
NZBN		GST Number	
Physical address			
Postal / billing address			
Delivery address			
Purchasing contact		Email	
		Mobile	
Accounts contact		Email	
		Mobile	
Purchase order required?	☐ Yes ☐ No		
Invoices and statements to be emailed?	☐ Yes ☐ No		

Section 3 — Business and Financial Details

Principal place of business is	☐ Owned ☐ Rented ☐ Mortgaged ☐ Other: _____
If mortgaged, name of mortgagee	
Is the Applicant part of a group of companies?	☐ Yes ☐ No
If yes, provide group / parent company name	
Has the Applicant or any director / owner / trustee been subject to liquidation, receivership, bankruptcy, compromise or insolvency proceedings?	☐ Yes ☐ No
If yes, provide details	
Are there any current overdue debts, disputes or credit issues that may affect the Applicant's ability to pay Energy Spurt NZ Limited ?	☐ Yes ☐ No
If yes, provide details	

Section 4 — Directors / Owners / Trustees / Partners

Please provide details of all directors, owners, trustees, partners or controlling persons. If there are more than two, please attach a separate sheet.

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Field	Person 1	Person 2
Full legal name		
Capacity	☐ Director ☐ Shareholder ☐ Owner ☐ Trustee ☐ Partner ☐ Other	☐ Director ☐ Shareholder ☐ Owner ☐ Trustee ☐ Partner ☐ Other
Home address		
Date of birth		
Driver licence number / ID reference		
Phone		
Mobile		
Email		

Section 5 — Trade References

Please provide details of businesses with whom the Applicant operates, or has operated, a major trading account. Please ensure the referees agree to provide credit references. Do not include financial institutions, credit card companies, phone companies or utility providers.

Field	Reference 1	Reference 2	Reference 3
Supplier name			
Account number			
Contact person			
Phone			
Email			
Business type and trading history			
Years trading			

Section 6 — Applicant Declaration and Authorisation

The Applicant declares, warrants, acknowledges and agrees that:

- all information provided in this Credit Account Application Form is true, complete and correct;
- the person signing this form is duly authorised to sign this form and to make this application on behalf of the Applicant;
- where the Applicant is a company, trust, partnership, incorporated society or other entity, the person signing this form has authority to bind that entity;
- the Applicant has received, read and understood the Terms of Trade in Part C of this document;
- the Terms of Trade form part of the contract between the Applicant and Energy Spurt NZ Limited;
- all goods and services supplied by Energy Spurt NZ Limited to the Applicant will be supplied on the Terms of Trade, as amended from time to time in accordance with those Terms;
- Energy Spurt NZ Limited may approve, decline, suspend, withdraw or vary any credit account or credit limit at its sole discretion;
- the Applicant remains liable to pay the full amount owing to Energy Spurt NZ Limited, even if that amount exceeds any approved credit limit;
- Energy Spurt NZ Limited may place an overdue account on hold or stop supply without liability to the Applicant;
- the Applicant authorises Energy Spurt NZ Limited to obtain credit, trade, financial and personal information about the Applicant and any person named in this application, including any director, shareholder, trustee, partner, owner or guarantor;
- the Applicant authorises any credit reporter, trade referee, supplier, insurer, debt collection agency, accountant, lawyer, public register or other person to provide Energy Spurt NZ Limited with information requested for credit assessment, account administration, credit insurance, debt recovery or enforcement purposes;
- the Applicant authorises Energy Spurt NZ Limited to disclose information about the Applicant to credit reporters, trade referees, insurers, debt collection agencies, lawyers, accountants and other persons reasonably required for credit assessment, account administration, credit insurance, debt recovery or enforcement purposes;
- Energy Spurt NZ Limited may disclose information about defaults to credit reporters or other relevant persons;
- Energy Spurt NZ Limited may send the Applicant product, service, account, pricing and promotional information by email. The Applicant may opt out of, or unsubscribe from, promotional communications at any time.
- if any information provided in this application changes, the Applicant must immediately notify Energy Spurt NZ Limited in writing.

Signed for and on behalf of the Applicant / Customer	Authorised Signatory 1	Authorised Signatory 2
Signature		
Printed name		
Position		
Date		

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PART B — PERSONAL / DIRECTORS GUARANTEE AND INDEMNITY

Section 1 — Customer Details

Customer legal name	
NZBN / Company Number	
Trading name	
Address	

Section 2 — Guarantor Details

Field	Guarantor 1	Guarantor 2
Full legal name		
Date of birth		
Home address		
Driver licence number / ID reference		
Phone		
Mobile		
Email		
Relationship to Customer	☐ Director ☐ Shareholder ☐ Owner ☐ Trustee ☐ Partner ☐ Other	☐ Director ☐ Shareholder ☐ Owner ☐ Trustee ☐ Partner ☐ Other

Section 3 — Guarantee and Indemnity

In consideration of Energy Spurt NZ Limited, at the request of the Guarantor, supplying or continuing to supply goods, services, credit or account facilities to the Customer, the Guarantor unconditionally and irrevocably guarantees the due and punctual payment and performance of all obligations of the Customer to Energy Spurt NZ Limited.

The guaranteed obligations include all amounts now owing and all amounts that may in the future become owing by the Customer to Energy Spurt NZ Limited, all amounts payable for goods or services supplied or to be supplied, all interest, default interest, collection costs, legal costs, enforcement costs, storage costs, repossession costs and other amounts payable under the Terms of Trade, and all obligations of the Customer under any contract, quotation, order, purchase order, invoice, supply arrangement, credit account or Terms of Trade.

The Guarantor's liability is not limited to any approved credit limit and extends to all amounts owing or payable by the Customer to Energy Spurt NZ Limited.

If the Customer does not pay any amount when due, the Guarantor must immediately pay that amount to Energy Spurt NZ Limited on demand.

As a separate and independent obligation, the Guarantor indemnifies Energy Spurt NZ Limited against all losses, liabilities, damages, costs, charges and expenses incurred or suffered by Energy Spurt NZ Limited in connection with the Customer, including but not limited to the supply of goods or services, the Customer's failure to pay or perform, the recovery or attempted recovery of any amount, the enforcement of this Guarantee and Indemnity, the enforcement of the Terms of Trade, or any related dispute, claim or proceeding.

This Guarantee and Indemnity is a continuing, unconditional and irrevocable guarantee and indemnity. It remains in full force and effect until all amounts owing by the Customer to Energy Spurt NZ Limited have been paid in full, all obligations of the Customer have been fully performed, and Energy Spurt NZ Limited has provided written confirmation of release.

The Guarantor is liable as a principal debtor and not merely as a surety. Energy Spurt NZ Limited may demand payment from the Guarantor without first taking action against the Customer, any other guarantor, any security, or any other person.

If more than one person signs as Guarantor, each Guarantor is liable individually and all Guarantors are liable together. The liability of the Guarantors is joint and several.

The Guarantor's liability is not discharged, reduced or affected by Energy Spurt NZ Limited granting credit, varying credit limits, granting time or indulgence, failing to demand payment, failing to enforce security, varying account terms, any change in the Customer's ownership or structure, insolvency, any payment being set aside, any other person failing to sign, any security being invalid or impaired, or any other matter that might otherwise release the Guarantor.

If any payment received by Energy Spurt NZ Limited is later set aside, refunded, clawed back, reversed or declared void by law, that payment is deemed not to have discharged the Customer's or Guarantor's liability, and the Guarantor remains liable for the relevant amount.

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Section 4 — Security Interest, PPSA and Property Charge

To secure the Guarantor's obligations, the Guarantor grants to Energy Spurt NZ Limited a security interest in all present and after-acquired personal property of the Guarantor to the extent permitted by law.

The Guarantor acknowledges that this Guarantee and Indemnity may constitute a security agreement for the purposes of the Personal Property Securities Act 1999.

The Guarantor consents to Energy Spurt NZ Limited registering any financing statement or financing change statement on the Personal Property Securities Register in relation to any security interest granted under this Guarantee and Indemnity.

To the extent permitted by law, the Guarantor charges in favour of Energy Spurt NZ Limited all of the Guarantor's right, title and interest in any land, real property, personal property or other assets now owned or acquired in the future by the Guarantor, as security for the Guarantor's obligations under this Guarantee and Indemnity.

The Guarantor grants to Energy Spurt NZ Limited an unregistered equitable mortgage over any real property owned by the Guarantor, including but not limited to any property located at the address provided in this form, to secure the obligations of the Customer and the Guarantor to Energy Spurt NZ Limited.

Energy Spurt NZ Limited may lodge a caveat or take any other steps reasonably required to protect its interest in any charged property where the Guarantor is in default or where Energy Spurt NZ Limited reasonably considers its position may be prejudiced.

The priority amount of any mortgage, charge or security interest is the total amount owing or payable, whether actually or contingently, by the Customer and/or the Guarantor to Energy Spurt NZ Limited, including all unpaid invoices, goods supplied, services supplied, interest, default interest, storage costs, repossession costs, debt collection costs, legal costs, enforcement costs, and all losses, costs, expenses and liabilities incurred by Energy Spurt NZ Limited in connection with the Customer, the Guarantor, the supply of goods or services, the recovery of any amount owing, or the enforcement of this Guarantee and Indemnity.

If the Guarantor is acting as trustee of a trust, the Guarantor gives this charge and equitable mortgage both in the Guarantor's personal capacity and in the Guarantor's capacity as trustee, to the extent permitted by law.

The Guarantor irrevocably appoints Energy Spurt NZ Limited and each director of Energy Spurt NZ Limited, jointly and severally, as the Guarantor's attorney to do anything reasonably required to give effect to this Guarantee and Indemnity, including signing documents on behalf of the Guarantor for the purpose of registering, protecting or enforcing a security interest, lodging a caveat, correcting any defect in a registration, or giving effect to any charge, mortgage or security interest.

Section 5 — Credit Checks, Privacy and Independent Legal Advice

The Guarantor irrevocably authorises Energy Spurt NZ Limited to obtain personal, credit, financial and trade reference information about the Guarantor from any person or organisation, including credit reporters, trade referees, suppliers, insurers, debt collection agencies, lawyers, accountants and public registers.

The Guarantor authorises Energy Spurt NZ Limited to disclose information about the Guarantor to credit reporters, trade referees, insurers, debt collection agencies, lawyers, accountants and other persons reasonably required for credit assessment, account administration, credit insurance, debt recovery or enforcement purposes.

The Guarantor acknowledges that this is an important legal document that the Guarantor has been advised to obtain independent legal advice before signing, that the Guarantor has had the opportunity to obtain independent legal advice, and that the Guarantor signs voluntarily and without pressure from Energy Spurt NZ Limited.

Section 6 — Guarantor Signatures

Signing details	Guarantor 1	Guarantor 2
Guarantor signature		
Printed name		
Date		
Witness signature		
Witness name		
Witness occupation		
Witness address		

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THIS IS AN IMPORTANT LEGAL DOCUMENT.

By signing this Personal / Directors Guarantee and Indemnity, the Guarantor may become personally liable for all amounts now owing and in the future owing by the Customer to Energy Spurt NZ Limited.

The Guarantor should obtain independent legal advice before signing this document.

SCHEDULE 1 — DOCUMENTS TO BE PROVIDED WITH APPLICATION

Applicant type	Documents requested
Company	☐ NZ Companies Office extract ☐ NZBN details ☐ GST registration details ☐ Director identification ☐ Trade references ☐ Latest financial statements, if requested ☐ Credit insurance information, if applicable ☐ Purchase order process details, if applicable
Sole Trader	☐ Photo ID ☐ GST registration details, if applicable ☐ Trade references ☐ Proof of address ☐ Bank account confirmation, if requested
Trust	☐ Trust deed or trustee confirmation ☐ Trustee details ☐ NZBN details, if applicable ☐ GST registration details, if applicable ☐ Trade references ☐ Trustee identification
Partnership	☐ Partnership details ☐ Partner identification ☐ GST registration details, if applicable ☐ Trade references ☐ Proof of address
Incorporated Society	☐ NZBN details ☐ Constitution ☐ Evidence of Officer authority ☐ Officer identification ☐ GST registration details, if applicable ☐ Latest financial statements, if requested ☐ Trade references ☐ Proof of address

SCHEDULE 2 — CREDIT APPROVAL CONDITIONS

Energy Spurt NZ Limited may approve, decline, suspend, withdraw or vary any credit account or credit limit at its sole discretion.

Credit approval may be subject to satisfactory trade references, satisfactory credit checks, signed Personal / Directors Guarantee and Indemnity, credit insurance approval, payment of deposit, COD terms for initial orders, lower initial credit limit, account review after a trial trading period, provision of financial information, no overdue amounts with Energy Spurt NZ Limited or related suppliers, and any other condition reasonably required by Energy Spurt NZ Limited.

SCHEDULE 3 — INTERNAL CREDIT APPROVAL RECORD / OFFICE USE ONLY

Submitted by	
Date submitted	
Sales representative	
Account code	
Approved credit limit	NZD \$_____
Approved payment terms	☐ Cash before delivery ☐ COD ☐ 7 days ☐ 20th of month following invoice ☐ 30 days ☐ Other: _____
Personal / directors guarantee required?	☐ Yes ☐ No
Personal / directors guarantee received?	☐ Yes ☐ No
Credit insurance required?	☐ Yes ☐ No
Credit insurance approved?	☐ Yes ☐ No
Credit insurance approved amount	NZD \$_____
Uninsured exposure approved?	☐ Yes ☐ No ☐ Not applicable
Approved by	
Position	
Date approved	

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PART C — TERMS OF TRADE

1. Application of Terms

- 1.1 These Terms apply to all goods, products, equipment and services supplied by Energy Spurt NZ Limited to the Customer, unless Energy Spurt NZ Limited agrees otherwise in writing.
- 1.2 These Terms apply to every quotation, estimate, order, order confirmation, invoice, delivery, supply arrangement, credit account and contract between Energy Spurt NZ Limited and the Customer.
- 1.3 No terms or conditions contained in any purchase order, email, portal, procurement document or other document issued by the Customer apply unless Energy Spurt NZ Limited expressly agrees to those terms in writing.
- 1.4 If the Customer places an order, accepts a quotation, receives goods or services, or operates a credit account with Energy Spurt NZ Limited, the Customer is deemed to have accepted these Terms.
- 1.5 Energy Spurt NZ Limited may amend these Terms from time to time by giving notice to the Customer in writing. The amended Terms will apply to all orders placed after the date of notice.

2. Quotations and Orders

- 2.1 Any quotation issued by Energy Spurt NZ Limited is not an offer capable of acceptance unless expressly stated otherwise.
- 2.2 A quotation may be withdrawn or varied by Energy Spurt NZ Limited at any time before acceptance.
- 2.3 Unless otherwise stated in writing, a quotation expires 30 days after the date of issue.
- 2.4 An order submitted by the Customer is an offer to purchase the relevant goods or services.
- 2.5 Energy Spurt NZ Limited is not obliged to fulfil an order unless and until Energy Spurt NZ Limited accepts the order in writing, issues an order confirmation, issues an invoice, dispatches the goods, or otherwise confirms acceptance.
- 2.6 Energy Spurt NZ Limited may accept or reject any order in whole or in part at its sole discretion.
- 2.7 Energy Spurt NZ Limited may cancel or suspend any accepted order without liability if fulfilment becomes impractical, uneconomic, delayed, restricted or unavailable due to supplier delay, shipping delay, stock shortage, force majeure, price movement, credit risk, regulatory issue or any other matter beyond Energy Spurt NZ Limited's reasonable control.

3. Price

- 3.1 Unless otherwise agreed in writing, all prices are exclusive of GST.
- 3.2 Prices are subject to change without notice.
- 3.3 The price payable by the Customer is the price quoted by Energy Spurt NZ Limited and accepted by the Customer in writing, or, if no written quotation has been accepted, Energy Spurt NZ Limited's current price at the time of dispatch, delivery, collection or invoice.
- 3.4 Unless otherwise agreed in writing, quoted prices may be varied before delivery if Energy Spurt NZ Limited's costs change after the date of quotation, including due to exchange rate movement, supplier price changes, freight costs, duty, tariff, port charges, customs costs, insurance, regulatory costs or landed cost changes.
- 3.5 Unless otherwise agreed in writing, prices exclude packaging, freight, delivery, insurance, customs clearance, duties, levies, storage, handling, project-specific engineering, certification, commissioning, technical design, software integration, training, after-hours support, installation, removal, recycling and any other additional charges.
- 3.6 Any additional costs, charges, duties, levies, taxes or GST applicable to the supply may be charged to the Customer.
- 3.7 If there is a clerical, calculation, typographical or administrative error in any quotation, estimate, invoice or document, Energy Spurt NZ Limited may correct the error and issue a corrected document.

4. Payment

- 4.1 Unless Energy Spurt NZ Limited has approved a credit account, credit limit or credit terms in writing, the Customer must pay for all goods and services in full before delivery, dispatch, release or collection.
- 4.2 If Energy Spurt NZ Limited approves a credit account, credit limit or payment terms in writing, the Customer must pay all amounts in full, without deduction, withholding, counterclaim or set-off, by the due date approved by Energy Spurt NZ Limited in writing.
- 4.3 Any credit account, credit limit, payment terms or extended payment arrangement may be approved, declined, suspended, withdrawn or varied by Energy Spurt NZ Limited at its sole discretion at any time.
- 4.4 The Customer remains liable to pay the full amount owing to Energy Spurt NZ Limited, even if that amount exceeds any approved credit limit.

5. Default and Stop Supply

- 5.1 If the Customer fails to pay any amount by the due date, or if Energy Spurt NZ Limited reasonably believes that the Customer may be unable or unwilling to meet its payment obligations, then without limiting any other rights Energy Spurt NZ Limited may have:
 - (a) all amounts owing by the Customer to Energy Spurt NZ Limited, whether or not due for payment, become immediately due and payable;
 - (b) Energy Spurt NZ Limited may suspend or cancel any order, delivery, dispatch, credit account, credit limit, technical support, warranty support not required by law, or further supply;
 - (c) Energy Spurt NZ Limited may require payment in full before any further delivery or release of goods;
 - (d) Energy Spurt NZ Limited may place the Customer's account on stop supply;
 - (e) Energy Spurt NZ Limited may charge default interest on overdue amounts at 5% per annum above Energy Spurt NZ Limited's principal banker's base lending rate, calculated daily from the due date until payment is received in full;
 - (f) the Customer must pay all debt collection costs, repossession costs, storage costs, enforcement costs, legal costs on a solicitor and own client basis, and any other costs incurred by Energy Spurt NZ Limited in recovering overdue amounts or enforcing its rights.
- 5.2 The Customer is in default if any amount is overdue, the Customer exceeds its credit limit without approval, the Customer provides false or misleading information, the Customer becomes insolvent, the Customer ceases business, there is a material change in the Customer's ownership or control, Energy Spurt NZ Limited reasonably considers that the Customer's credit risk has increased, or the Customer breaches these Terms or any other agreement with Energy Spurt NZ Limited.

6. Deposits, Special Orders and Project Supply

- 6.1 Energy Spurt NZ Limited may require a deposit, staged payment, prepayment, bank guarantee, personal guarantee, credit insurance approval or other security before accepting or fulfilling any order.
- 6.2 Any goods specially ordered, procured, imported, configured, reserved, branded, labelled, bundled, cut, programmed, customised or allocated for the Customer are non-cancellable and non-returnable unless Energy Spurt NZ Limited agrees otherwise in writing.
- 6.3 If the Customer cancels, delays, varies or fails to proceed with a special order or project order, the Customer must pay all costs, losses, supplier charges, freight charges, storage charges, handling costs and restocking costs incurred by Energy Spurt NZ Limited.
- 6.4 Estimated delivery dates, shipment dates, arrival dates and availability dates are estimates only and are not guaranteed.
- 6.5 Energy Spurt NZ Limited is not liable for delay caused by suppliers, manufacturers, shipping lines, ports, customs, freight providers, regulatory authorities, weather, force majeure, stock allocation, production delay, container delay, vessel delay, or any other cause beyond Energy Spurt NZ Limited's reasonable control.
- 6.6 The Customer may not cancel an order because of delay unless Energy Spurt NZ Limited expressly agrees in writing.

7. Delivery, Collection and Storage

- 7.1 Delivery occurs at the earliest of when the Customer collects the goods, the goods are made available for collection, the goods are loaded onto the Customer's vehicle or carrier, the goods are received by a third party carrier, the goods arrive at the Customer's nominated delivery address before unloading, or the goods are delivered to any person or site nominated by the Customer.
- 7.2 If the Customer requests delivery to another person, site, installer, contractor, warehouse, project location or carrier, that person or entity receives the goods as the Customer's agent.
- 7.3 Energy Spurt NZ Limited may deliver goods in instalments. Each instalment may be invoiced separately and treated as a separate supply.
- 7.4 If the Customer is unable or refuses to take delivery or collection when arranged, the goods are deemed delivered when Energy Spurt NZ Limited was ready to deliver or release them.
- 7.5 If goods are not collected or cannot be delivered when arranged, Energy Spurt NZ Limited may charge storage, handling, redelivery, administration and insurance costs.
- 7.6 The Customer must inspect goods immediately on delivery or collection. If the Customer finds incorrect goods, shortage, missing items, visible damage, delivery damage or any obvious discrepancy on delivery, the Customer is entitled to reject the affected goods at the time of delivery or collection SUBJECT TO the Customer providing to Energy Spurt NZ Limited:
 - (a) a sufficiently detailed description of the issue is recorded in writing on the Proof of Delivery (POD), delivery docket, collection record or other relevant delivery document; and
 - (b) supporting evidence as applicable, such as photos of packaging condition, pallet labels, product labels, serial numbers, delivery records and/or any other relevant records.
- 7.7 Where the Customer has rejected goods at the time of delivery or collection in accordance with clause 7.6 of these Terms, the Customer has five (5) working days after delivery or collection to file a formal written claim (which must be accompanied by supporting evidence) with Energy Spurt NZ Limited to seek refund, exchange or replacement.
- 7.8 If the Customer does not notify Energy Spurt NZ Limited within that period, the goods are deemed to have been delivered in full, in accordance with the order and free from visible damage.

8. Risk

- 8.1 Risk in the goods passes to the Customer on delivery, deemed delivery, release, collection, loading, dispatch to a third party carrier, or delivery to the Customer's nominated person, carrier, installer, contractor, warehouse or site, whichever occurs first.
- 8.2 The Customer is responsible for insuring the goods from the time risk passes.
- 8.3 Energy Spurt NZ Limited is not responsible for loss, damage or deterioration of goods after risk has passed.
- 8.4 If goods include batteries, lithium batteries, energy storage systems or other goods requiring special handling, the Customer must comply with all applicable handling, storage, transportation, installation, safety, fire, dangerous goods and manufacturer requirements from the time risk passes.

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9. Ownership and Retention of Title

- 9.1 Ownership in the goods remains with Energy Spurt NZ Limited and does not pass to the Customer until Energy Spurt NZ Limited has received full payment in cleared funds of all amounts owing by the Customer to Energy Spurt NZ Limited.
- 9.2 Until ownership passes, the Customer holds the goods as fiduciary agent and bailee for Energy Spurt NZ Limited.
- 9.3 Until all amounts owing to Energy Spurt NZ Limited have been paid in full, the Customer must keep the goods in good order, store the goods separately where reasonably practicable, identify the goods as Energy Spurt NZ Limited's property, insure the goods, not grant any security interest over the goods except in favour of Energy Spurt NZ Limited, and not deal with the goods in a way that prejudices Energy Spurt NZ Limited's rights.
- 9.4 If the goods are sold by the Customer before ownership has passed, the Customer sells them as principal to its customer but, as between the Customer and Energy Spurt NZ Limited, as fiduciary agent for Energy Spurt NZ Limited.
- 9.5 The Customer must hold the proceeds of any resale on trust for Energy Spurt NZ Limited and must pay those proceeds into a separate account if required by Energy Spurt NZ Limited.
- 9.6 If the Customer defaults, Energy Spurt NZ Limited and its employees, agents or contractors may enter any premises where the goods may be located to inspect, repossess and remove the goods, and the Customer indemnifies Energy Spurt NZ Limited against any liability, cost or claim arising from the exercise of this right.

10. Personal Property Securities Act 1999

- 10.1 The Customer acknowledges that these Terms create a security interest in favour of Energy Spurt NZ Limited in all goods supplied by Energy Spurt NZ Limited, all proceeds of those goods, and all present and after-acquired personal property of the Customer to the extent required to secure payment and performance of the Customer's obligations.
- 10.2 The Customer acknowledges that the security interest may include a purchase money security interest to the extent permitted by the Personal Property Securities Act 1999.
- 10.3 The Customer must do all things and provide all information required by Energy Spurt NZ Limited to register, maintain, perfect, protect or enforce any security interest on the Personal Property Securities Register.
- 10.4 The Customer must immediately notify Energy Spurt NZ Limited in writing of any proposed change to the Customer's name, address, company number, NZBN, ownership, structure or any other details relevant to a financing statement.
- 10.5 The Customer waives the right to receive a verification statement in respect of any financing statement or financing change statement.
- 10.6 To the extent permitted by law, the Customer waives its rights and, with Energy Spurt NZ Limited's agreement, contracts out of sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the Personal Property Securities Act 1999.
- 10.7 To the extent permitted by law, the Customer agrees that sections 114(1)(a), 133 and 134 of the Personal Property Securities Act 1999 do not apply.

11. Returns and Cancellation

- 11.1 The Customer may not return goods for credit unless Energy Spurt NZ Limited has agreed in writing before the goods are returned.
- 11.2 Energy Spurt NZ Limited may refuse any return at its sole discretion.
- 11.3 If Energy Spurt NZ Limited agrees to a return, the goods must be returned at the Customer's cost, in original condition, unopened and undamaged packaging, with all accessories, manuals, certificates and documentation, and with a copy of the relevant invoice or packing slip.
- 11.4 Unless otherwise agreed in writing, any approved return must be received by Energy Spurt NZ Limited within ten (10) working days after delivery.
- 11.5 Energy Spurt NZ Limited may charge a restocking fee of up to 25% of the price of the returned goods.
- 11.6 Special order, project order, indent order, imported, configured, bundled, labelled, programmed, opened, used, damaged, discontinued, clearance, non-stock or customer-specific goods are non-returnable unless Energy Spurt NZ Limited agrees otherwise in writing.

12. Warranties

- 12.1 To the extent permitted by law, Energy Spurt NZ Limited does not provide any warranty except as expressly stated in these Terms or in writing by Energy Spurt NZ Limited.
- 12.2 Where goods are supplied with a manufacturer's warranty, Energy Spurt NZ Limited will, where reasonably able to do so, pass on the benefit of that manufacturer's warranty to the Customer.
- 12.3 Energy Spurt NZ Limited is not the manufacturer of the goods unless expressly stated in writing.
- 12.4 The Customer is responsible for complying with all manufacturer warranty conditions, including installation, commissioning, registration, operation, maintenance, firmware, monitoring, serial number, environmental, storage and handling requirements.
- 12.5 Energy Spurt NZ Limited is not liable for loss of warranty or warranty rejection caused by incorrect design, incorrect installation, unauthorised installation, non-compliant installation, misuse, mishandling, incorrect storage, incorrect commissioning, unauthorised repair, failure to follow manufacturer requirements, grid issues, site conditions, abnormal operating conditions, third party work, or failure to maintain required records.
- 12.6 If a warranty claim is accepted, Energy Spurt NZ Limited's liability is limited, at Energy Spurt NZ Limited's option and to the extent permitted by law, to replacement, repair, credit or refund of the price paid for the affected goods.
- 12.7 Energy Spurt NZ Limited is not liable for labour, removal, reinstallation, access equipment, scaffolding, transport, travel, accommodation, testing, lost revenue, lost generation, loss of production, loss of profit, loss of opportunity, business interruption, indirect loss or consequential loss, unless Energy Spurt NZ Limited expressly agrees in writing or such liability cannot be excluded by law.

13. Technical Information, Design and Installation Responsibility

- 13.1 Any technical information, product recommendation, sizing assistance, yield estimate, savings estimate, storage estimate, compatibility comment, training, design support or other assistance provided by Energy Spurt NZ Limited is provided in good faith and for general trade support only, unless Energy Spurt NZ Limited expressly agrees in writing to provide formal professional design services.
- 13.2 The Customer is responsible for ensuring that goods are suitable for the Customer's intended purpose, site, project, grid connection, electrical design, installation method, roof type, compliance requirements and local conditions.
- 13.3 The Customer is responsible for ensuring that all design, installation, commissioning, grid connection, inspection, certification, compliance, health and safety, building, electrical, fire, structural, roofing, waterproofing and regulatory requirements are met.
- 13.4 If goods are supplied on a supply-only basis, Energy Spurt NZ Limited is not responsible for installation, workmanship, system design, site assessment, consenting, grid approval, electrical compliance, building compliance, roof integrity, waterproofing, commissioning, monitoring setup or customer handover.

14. Consumer Guarantees Act and Business Purpose

- 14.1 Where the Customer acquires, or holds itself out as acquiring, goods or services for the purposes of a business, the Customer agrees that the Consumer Guarantees Act 1993 does not apply to the fullest extent permitted by sections 2 and 43 of that Act.
- 14.2 If the Customer resupplies goods, the Customer must ensure that its terms of trade with its own customers and each person in the distribution chain contain a provision having the same effect as clause 14.2 where permitted by law.
- 14.3 The Customer indemnifies Energy Spurt NZ Limited against any liability, cost, loss or claim under the Consumer Guarantees Act 1993 arising from the Customer's failure, or the failure of any person in the distribution chain, to include such a provision where permitted by law.

15. Fair Trading Act and Business Contracting Out

- 15.1 Where the Customer is in trade and acquires goods or services for business purposes, the parties agree, to the extent permitted by law, to contract out of sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986.
- 15.2 The parties agree that it is fair and reasonable to contract out because both parties are in trade, the goods and services are supplied for business purposes, the parties have had the opportunity to review these Terms and obtain legal advice, the Customer is able to assess the suitability and commercial value of the goods and services, and the allocation of risk in these Terms is reflected in the commercial relationship between the parties.
- 15.3 Nothing in this clause limits any liability that cannot be excluded by law.

16. Limitation of Liability

- 16.1 To the fullest extent permitted by law, Energy Spurt NZ Limited's total liability to the Customer for any claim relating to goods or services is limited, at Energy Spurt NZ Limited's option, to replacement, repair, refund or credit of the price paid for the affected goods or services.
- 16.2 Energy Spurt NZ Limited's total aggregate liability for any claim or series of related claims must not exceed the price paid by the Customer for the specific goods or services giving rise to the claim.
- 16.3 Energy Spurt NZ Limited is not liable for loss of profit, loss of revenue, loss of production, loss of generation, loss of savings, loss of business, loss of opportunity, loss of goodwill, loss of data, business interruption, increased operating costs, third party claims, delay costs, liquidated damages, penalties, indirect loss, special loss or consequential loss.

17. Compliance, Safety and Regulations

- 17.1 The Customer is responsible for complying with all applicable laws, regulations, standards, codes, approvals, consents, permits and manufacturer requirements relating to the purchase, transport, storage, installation, use, resale and disposal of the goods.
- 17.2 The Customer must comply with all applicable requirements relating to electrical safety, building work, grid connection, distributed generation, hazardous substances, dangerous goods, lithium batteries, fire safety, transport, health and safety, environmental obligations, recycling and product stewardship.
- 17.3 The Customer indemnifies Energy Spurt NZ Limited from any and all damage, loss and/or liability arising from the Customer's failure to comply with the matters set out in clauses 17.1 and 17.2 of these Terms.

18. Privacy and Credit Information



CREDIT ACCOUNT APPLICATION

18.1 Energy Spurt NZ Limited may collect, hold, use and disclose personal information about the Customer, its directors, shareholders, trustees, partners, owners, officers, employees, contacts and guarantors for credit assessment, account administration, supply, service, warranty, marketing, credit insurance, debt recovery, enforcement and legal compliance purposes.

18.2 Energy Spurt NZ Limited may collect personal information from the Customer, credit reporters, trade referees, suppliers, insurers, debt collection agencies, lawyers, accountants, public registers and other persons Energy Spurt NZ Limited considers appropriate.

18.3 Energy Spurt NZ Limited may disclose personal information to credit reporters, trade referees, insurers, debt collection agencies, lawyers, accountants, service providers, related companies, suppliers, manufacturers, logistics providers and other persons reasonably required for the purposes described in this clause.

18.4 Individuals have rights to access and request correction of their personal information in accordance with the Privacy Act 2020.

19. Force Majeure

19.1 Energy Spurt NZ Limited is not liable for any failure or delay in performing its obligations caused directly or indirectly by an event or circumstance beyond its reasonable control.

19.2 Such events include supplier delay, manufacturer delay, shipping delay, port congestion, customs delay, transport disruption, epidemic, pandemic, natural disaster, extreme weather, fire, flood, earthquake, labour dispute, shortage, cyber incident, power failure, government action, regulatory change, war, terrorism, civil unrest, currency restriction, sanctions, or any other event beyond Energy Spurt NZ Limited's reasonable control.

20. General

20.1 The Customer may not assign or transfer any rights or obligations without Energy Spurt NZ Limited's prior written consent.

20.2 Energy Spurt NZ Limited may assign or transfer its rights or obligations to a related company, financier, insurer, debt collection agency, purchaser of its business, or any other person.

20.3 No delay or failure by Energy Spurt NZ Limited to exercise any right operates as a waiver.

20.4 If any provision of these Terms is invalid or unenforceable, it will be severed and the remaining provisions will continue in full force.

20.5 These Terms are governed by the laws of New Zealand.

20.6 The parties submit to the non-exclusive jurisdiction of the New Zealand courts.

21. Defined Terms

Term	Meaning
Customer	The person or entity purchasing goods or services from Energy Spurt NZ Limited or applying for a credit account.
Energy Spurt NZ Limited / Energy Spurt / we / us / our	Energy Spurt NZ Limited and, where applicable, its successors, assigns and related companies.
Goods	All solar panels, inverters, batteries, energy storage systems, mounting systems, electrical components, cables, accessories, spare parts, monitoring devices, EV chargers, related energy products and any other goods supplied by Energy Spurt NZ Limited.
Services	Any services supplied by Energy Spurt NZ Limited, including technical support, project support, training, logistics support, warranty administration, design support, commissioning support, software support, consulting or other services, whether charged separately or not.
Terms	These Terms of Trade, as amended from time to time.