

CREDIT ACCOUNT APPLICATION

To Be Completed By Applicants - Please complete all sections and read the Terms and Conditions of Trade overleaf or attached.

Customer Details: ☐ Individual ☐ Sole Trader ☐ Trust ☐ Partnership ☐ Company ☐ Other:				
Full or Legal Name:				
Trading Name: (If different from above)				
Physical Address:				Postcode:
Billing Address:				Postcode:
Email Address:				
Phone No:		Fax No:		Mobile No:
Personal Details: (please complete if you are an Individual)				
D.O.B.		Driver's Licence No:		
Business Details: (please complete if you are a Sole Trader, Trust, Partnership, Company or Other – as specified)				
Company Number:		Date Incorp. (current owners):		
Nature of Business:			GST No: (if applicable)	
Paid Up Capital: \$		Estimated Monthly Purchases: \$		Credit Limit Required: \$
Principal Place of Business is: ☐ Rented ☐ Owned ☐ Mortgaged (to whom):				
Directors / Owners / Trustee (if more than two, please attach a separate sheet)				
(1) Full Name:			D.O.B.	
Private Address:			Postcode:	
Driver's Licence No:		Phone No:		Mobile No:
(2) Full Name:			D.O.B.	
Private Address:			Postcode:	
Driver's Licence No:		Phone No:		Mobile No:
Account Terms: ☐ 20 Days EOM ☐ Other:				
Purchase Order Required? ☐ YES ☐ NO		Accounts to be emailed? ☐ YES ☐ NO		
Accounts Email Address:				
Accounts Contact:			Phone No:	
Bank and Branch:			Account No:	
Trade References: (please provide companies that are willing to do trade references)				
Name:		Address:		Phone / Fax / Email:
1.				
2.				
3.				

I certify that the above information is true and correct and that I am authorised to make this application for credit. I have read and understand the TERMS AND CONDITIONS OF TRADE (overleaf or attached) of Max Recycling Limited T/A Max Recycling which form part of and are intended to be read in conjunction with this Credit Account Application and agree to be bound by these conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein.

SIGNED (CUSTOMER): _____ SIGNED (MAX RECYCLING): _____
 Name: _____ Name: _____
 Position: _____ Position: _____
 Date: _____ Date: _____

OFFICE USE ONLY				
Account / Ref. No.	CREDIT LIMIT	APPROVED BY	DATA INPUTTED	DATE
	\$			/ /

Personal/Directors Guarantee and Indemnity

IN CONSIDERATION of Max Recycling Limited T/A Max Recycling and its successors and assigns ("Max Recycling") at the request of the Guarantor (as is now acknowledged) supplying and continuing to supply goods, equipment and/or services to

(the Customer") [Insert Company Name In Box Provided]

I/WE (also referred to as the "Guarantor/s") UNCONDITIONALLY AND IRREVOCABLY:

- GUARANTEE** the due and punctual payment to Max Recycling of all monies which are now owing to Max Recycling by the Customer and all further sums of money from time to time owing to Max Recycling by the Customer in respect of goods, equipment and services supplied or to be supplied by Max Recycling to the Customer or any other liability of the Customer to Max Recycling, and the due observance and performance by the Customer of all its obligations contained or implied in any contract or agreement with Max Recycling, including but not limited to the Terms & Conditions of Trade signed by the Customer and annexed to this Guarantee and Indemnity. If for any reason the Customer does not pay any amount owing to Max Recycling, the Guarantor will immediately on demand pay the relevant amount to Max Recycling. In consideration of Max Recycling agreeing to supply the goods, equipment and/or services to the Customer, the Guarantor charges all of its right, title and interest (joint or several) in any land, realty or other assets capable of being charged, owned by the Guarantor now or in the future, to secure the performance by the Guarantor of its obligations under this Guarantee and Indemnity (including, but not limited to, the payment of any money) and the Guarantor acknowledges that this personal guarantee and indemnity constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA") and unequivocally consents to Max Recycling registering any interest so charged. Furthermore, it is agreed by both parties that where the Guarantor is acting in the capacity as a trustee for a trust, then the Guarantor agrees to charge all its right title and interest in any land realty, or other assets capable of being charged in its own capacity and in its capacity as trustee and shall be subject to the PPSA Registration as stated above. The Guarantor irrevocably appoints Max Recycling and each director of Max Recycling as the Guarantor's true and lawful attorney/s to perform all necessary acts to give effect to this clause including, but not limited to, signing any document on the Guarantor's behalf which Max Recycling may reasonably require to:
 - register a financing statement or financing change statement in relation to a security interest on the Personal Property Securities Register;
 - register any other document required to be registered by the PPSA or any other law; or
 - correct a defect in a statement referred to in clause 1(a) or 1(b).
- HOLD HARMLESS AND INDEMNIFY** Max Recycling on demand as a separate obligation against any liability (including but not limited to damages, costs, losses and legal fees calculated on a solicitor and own client basis) incurred by, or assessed against, Max Recycling in connection with:
 - the supply of goods, equipment and/or services to the Customer; or
 - the recovery of monies owing to Max Recycling by the Customer including the enforcement of this Guarantee and Indemnity, and including but not limited to Max Recycling's nominees' costs of collection and legal costs; or
 - monies paid by Max Recycling with the Customer's consent in settlement of a dispute that arises or results from a dispute between, Max Recycling, the Customer, and a third party or any combination thereof, over the supply of goods, equipment and/or services by Max Recycling to the Customer.

I/WE FURTHER ACKNOWLEDGE AND AGREE THAT

- I/We have received, read, and understood Max Recycling's Terms and Conditions prior to entering into this Guarantee and Indemnity and agree to be bound by those Terms and Conditions.**
- This Guarantee and Indemnity shall constitute an unconditional and continuing Guarantee and Indemnity and accordingly shall be irrevocable and remain in full force and effect until all monies owing to Max Recycling by the Customer and all obligations herein have been fully paid satisfied and performed.
- No granting of credit, extension of further credit, or granting of time and no waiver, indulgence, or neglect to sue on Max Recycling's part (whether in respect of the Customer or any one or more of any other Guarantor(s) or otherwise) and no failure by any named Guarantor to properly execute this Guarantee and Indemnity shall impair or limit the liability under this Guarantee and Indemnity of any Guarantor. Without affecting the Customer's obligations to Max Recycling, each Guarantor shall be a principal debtor and liable to Max Recycling accordingly.
- The liability under this Guarantee and Indemnity shall not be discharged, abrogated, prejudiced, or affected by:
 - any alteration, modification, variation or addition to any contract or agreement in respect of the supply of goods, equipment and/or services;
 - the liquidation, receivership, administration, bankruptcy, dissolution, compromise or scheme of arrangement in respect of the Customer;
 - any other act, omission, or event which, but for this provision, might operate to discharge, impair, or otherwise affect any obligations under this Guarantee and Indemnity of any of the rights, powers or remedies conferred by this Guarantee and Indemnity or by law.
- The term "Guarantor" whenever used in this Guarantee and Indemnity shall, if there is more than one person named as Guarantor, mean, and refer to each of them individually and all of them together unless the context otherwise requires, the obligations and agreements on the part of the Guarantor, shall include the Guarantor's executors, administrators, successors and permitted assignments (where applicable) contained in this Guarantee and Indemnity shall bind them jointly and severally.
- I/We have been advised to obtain independent legal advice before executing this Guarantee and Indemnity. I/we understand that I/we am/are liable for all amounts owing (both now and in the future) by the Customer to Max Recycling.**
- I/we irrevocably authorise Max Recycling to obtain from any person or company any information which Max Recycling may require for credit reference purposes. I/We further irrevocably authorise Max Recycling to provide to any third party, in response to credit references and enquiries about me/us or by way of information exchange with credit reference agencies, details of this Guarantee and Indemnity and any subsequent dealings that I/we may have with Max Recycling as a result of this Guarantee and Indemnity being actioned by Max Recycling.
- The above information is to be used by Max Recycling for all purposes in connection with Max Recycling considering this Guarantee and Indemnity and the subsequent enforcement of the same.

For and on behalf of the Customer I/We confirm I/We have read, understood, and accept the terms of this Guarantee and Indemnity, and I/We agree to be bound by this Guarantee and Indemnity.

GUARANTOR-1

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

GUARANTOR-2

SIGNED: _____

FULL NAME: _____

HOME ADDRESS: _____

DATE OF BIRTH: _____

SIGNATURE OF WITNESS: _____

NAME OF WITNESS: _____

OCCUPATION: _____

PRESENT ADDRESS: _____

EXECUTED as a Deed this _____ day of _____ 20____

Note: 1. If the Customer is a proprietary limited company, the Guarantor(s) must be the director(s) of the company.

2. If the Customer is a limited partnership, the Guarantor(s) must be the general partners

3. If the Customer is a sole trader or partnership the Guarantor(s) should be some other suitable person(s).

4. If the Customer is a club or incorporated society the Guarantor(s) should be the president and secretary or other committee member

WARNING: THIS IS AN IMPORTANT DOCUMENT. YOU SHOULD SEE YOUR OWN LAWYER OR ADVISOR BEFORE SIGNING IT

Max Recycling – Terms & Conditions of Trade

1.	Definitions	(c)	Max Recycling's quoted Price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of fourteen (14) days.	8.4	Max Recycling shall be entitled to rely on the accuracy of any site requirements and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, Max Recycling accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate site requirements or other information. The Customer agrees to indemnify Max Recycling against all additional costs for disposal and/or fines that Max Recycling may incur in the event that the Customer fails to notify Max Recycling of any illegal substances contained within the items that are to be disposed of.
1.1	"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.	6.2	Max Recycling reserves the right to change the Price:		
1.2	"Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow Cookies to operate in the background when using Max Recycling's website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.	(a)	if a variation to the Goods/Equipment which are to be supplied is requested; or	8.5	
		(b)	if a variation to the Services originally scheduled is requested; or		
		(c)	where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to site access, additional loads or rubble required to be dumped, safety considerations etc.) which are only discovered on commencement of the Services; or	8.6	The Customer acknowledges and accepts that in the event that asbestos and/or any other toxic/hazardous materials are mixed with other rubble, the Customer will be charged as if all of the rubble was asbestos and/or any other toxic/hazardous materials (due to contamination). The Customer agrees to indemnify Max Recycling all costs associated with the handling and preparation of the rubble and the disposal of same in a legal manner. The handling fees will be determined by Max Recycling and shall also include any Council costs of disposal which shall become immediately due and payable.
1.3	"Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Max Recycling to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:	(d)	in the event of increases to Max Recycling in the cost labour and materials or increases in the cost of the Services (including, but not limited to, increases to fuel costs, dump fees or any charges introduced by the Council or Government bodies etc) which are beyond Max Recycling's control.		
	(a) if there is more than one Customer, is a reference to each Customer jointly and severally; and	6.3	Variations will be charged for on the basis of Max Recycling's quotation, and will be detailed in writing, and shown as variations on Max Recycling's invoice. The Customer shall be required to respond to any variation submitted by Max Recycling within ten (10) working days. Failure to do so will entitle Max Recycling to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.		
	(b) if the Customer is a partnership, it shall bind each partner jointly and severally; and	6.4	Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Customer on the date/s determined by Max Recycling, which may be:		
	(c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and	(a)	on or before Delivery of the Goods/Equipment;	9.	Site Access and Condition
	(d) includes the Customer's executors, administrators, successors and permitted assigns.	(b)	on completion of the Services;	9.1	The Customer shall ensure that Max Recycling has clear and free access to the site at all times to enable them to undertake the Services and or deliver the Equipment. Max Recycling shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Max Recycling.
1.4	"Equipment" means all recycle bins or skip bins including any accessories supplied on hire by Max Recycling to the Customer (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by Max Recycling to the Customer.	(c)	by way of instalments/progress payments in accordance with Max Recycling's payment schedule;	9.2	It is the Customer's responsibility, prior to the commencement of the Services, to:
1.5	"Goods" means all Goods or Services supplied by Max Recycling to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).	(d)	for certain approved Customer's, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;		(a) ensure that any children or pets are safely secured and/or kept away from the site;
1.6	"Max Recycling" means Max Recycling Limited T/A Max Recycling, its successors and assigns.	(e)	the date specified on any invoice or other form as being the date for payment; or		(b) advise Max Recycling of any low-lying cables or unstable ground at the site; and
1.7	"Price" means the Price payable for the Goods/Equipment hire (plus any Goods and Services Tax ("GST") where applicable) as agreed between Max Recycling and the Customer in accordance with clause 6 below.	(f)	failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Max Recycling.		(c) ensure that the site access is suitable for any weight laden vehicles/trucks or any other equipment that may be deemed necessary by Max Recycling to undertake the Services. The Customer agrees to indemnify Max Recycling against all costs incurred by Max Recycling in recovering such vehicles/trucks in the event they become bogged or otherwise immovable due to the Customer's failure to adhere to this clause.
2.	Acceptance	6.5	Max Recycling may in its discretion allocate any payment received from the Customer towards any invoice that Max Recycling determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Max Recycling may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Max Recycling, payment will be deemed to be allocated in such manner as preserves the maximum value of Max Recycling's Purchase Money Security Interest (as defined in the PPSPA) in the Goods/Equipment.	10.	Compliance with Laws
2.1	The parties acknowledge and agree that:			10.1	Max Recycling shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including any WorkSafe health and safety laws relating or any other relevant safety standards or legislation pertaining to the Services.
	(a) they have read and understood the terms and conditions contained in this Contract; and	6.6	Payment may be made by electronic/on-line banking or by any other method as agreed to between the Customer and Max Recycling.	11.	Title to Goods
2.2	In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.	6.7	The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Max Recycling nor to withhold payment of any invoice because part of that invoice is in dispute.	11.1	Max Recycling and the Customer agree that ownership of the Goods shall not pass until:
2.3	Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.				(a) the Customer has paid Max Recycling all amounts owing to Max Recycling; and
2.4	The Customer acknowledges that the supply of Goods/Equipment on credit shall not take effect until the Customer has completed a credit application with Max Recycling and it has been approved with a credit limit established for the account.	6.8	Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Max Recycling an amount equal to any GST Max Recycling must pay for any supply by Max Recycling under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer 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.	11.2	Receipt by Max Recycling 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.
2.5	In the event that the supply of Goods/Equipment requested exceeds the Customer's credit limit and/or the account exceeds the payment terms, Max Recycling reserves the right to refuse Delivery.			11.3	It is further agreed that:
2.6	Any advice, recommendation, information, assistance or service provided by Max Recycling in relation to the Equipment, Goods or Services supplied is given in good faith to the Customer, or the Customer's agent and is based on Max Recycling's own knowledge and experience and shall be accepted without liability on the part of Max Recycling.	7.	Provision of the Services		(a) until ownership of the Goods passes to the Customer in accordance with clause 11.1 that the Customer is only a bailee of the Goods and must return the Goods to Max Recycling on request;
2.7	Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.	7.1	Subject to clause 7.2 it is Max Recycling's responsibility to ensure that the Services start as soon as it is reasonably practicable.		(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for Max Recycling and must pay to Max Recycling the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
3.	Authorised Representatives	7.2	The Services' commencement date will be extended, and the completion date extended by whatever time is reasonable in the event that Max Recycling claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond Max Recycling's control, including but not limited to any failure by the Customer to:		(c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Max Recycling and must pay or deliver the proceeds to Max Recycling on demand;
3.1	The Customer acknowledges that Max Recycling shall (for the duration of the Services) liaise directly with one (1) authorised representative, and that once introduced as such to Max Recycling, that person shall have the full authority of the Customer to order any Goods, Equipment Services and/or to request any variation thereto on the Customer's behalf. The Customer accepts that they will be solely liable to Max Recycling for all additional costs incurred by Max Recycling (including Max Recycling's profit margin) in providing any Goods, Equipment Services or variations requested thereto by the Customer's duly authorised representative.		(a) have the site ready for the Services; or		(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Max Recycling and must sell, dispose of or return the resulting product to Max Recycling as it so directs;
		7.3	Delivery ("Delivery") of the Goods/Equipment is taken to occur at the time that Max Recycling (or Max Recycling's nominated carrier) delivers the Goods/Equipment to the Customer's nominated address even if the Customer is not present at the address.		(e) the Customer irrevocably authorises Max Recycling to enter any premises where Max Recycling believes the Goods are kept and recover possession of the Goods;
		7.4	The cost of Delivery is either included in the Price or is in addition to the Price as agreed between the parties.		(f) Max Recycling may recover possession of any Goods in transit whether or not Delivery has occurred;
		7.5	The Customer shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or less than the quantity purchased provided that:		(g) the Customer 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 Max Recycling; and
4.	Errors and Omissions		(a) such discrepancy in quantity shall not exceed five percent (5%); and		(h) Max Recycling may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.
4.1	The Customer acknowledges and accepts that Max Recycling shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):		(b) the Price shall be adjusted pro rata to the discrepancy or to the value that has been delivered.		
	(a) resulting from an inadvertent mistake made by Max Recycling in the formation and/or administration of this Contract; and/or	7.6	Max Recycling may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.	12.	Personal Property Securities Act 1999 ("PPSA")
	(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Max Recycling in respect of the Services.	7.7	Any time specified by Max Recycling for Delivery of the Goods/Equipment is an estimate only. The Customer must take Delivery by receipt or collection of the Goods/Equipment whenever they are tendered for Delivery. Max Recycling will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. In the event that the Customer is unable to take Delivery of the Goods/Equipment as arranged then Max Recycling shall be entitled to charge a reasonable fee for redelivery of the Goods/Equipment and/or storage of the Goods.	12.1	Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
4.2	In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or wilful misconduct of Max Recycling, the Customer:				(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
	(a) shall not be entitled to treat this Contract as repudiated nor render it invalid; but	8.	Risk		(b) a security interest is taken in all Goods/Equipment that have previously been supplied and that will be supplied in the future by Max Recycling to the Customer, and the proceeds from such Goods/Equipment as listed by Max Recycling to the Customer in invoices rendered from time to time.
	(b) shall not be responsible for any additional costs incurred by Max Recycling arising from the error or omission.	8.1	Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.	12.2	The Customer undertakes to:
5.	Change in Control	8.2	If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Max Recycling is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Max Recycling is sufficient evidence of Max Recycling's rights to receive the insurance proceeds without the need for any person dealing with Max Recycling to make further enquiries.		(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 Max Recycling may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
5.1	The Customer shall give Max Recycling not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number/s, change of trustees, or business practice). The Customer shall be liable for any loss incurred by Max Recycling as a result of the Customer's failure to comply with this clause.				(b) indemnify, and upon demand reimburse, Max Recycling for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods/Equipment charged thereby;
6.	Price and Payment	8.3	If the Customer requests Max Recycling to leave Goods outside Max Recycling's premises for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Customer's sole risk.		(c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods/Equipment or the proceeds of such Goods/Equipment in favour of a third party without the prior written consent of Max Recycling; and
6.1	At Max Recycling's sole discretion, the Price shall be either:				
	(a) as indicated on any invoice provided by Max Recycling to the Customer; or				
	(b) the Price as at the date of Delivery of the Goods/Equipment according to Max Recycling's current price list; or				

Max Recycling – Terms & Conditions of Trade

	(d) immediately advise Max Recycling of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.		suspend or terminate the supply or purchase of Goods or Equipment on hire to the other party. Neither party will be liable for any loss or damage the other party suffers because one of the parties has exercised its rights under this clause.	20.4	Notwithstanding the above clause, immediately on request by Max Recycling the Customer will pay:	
12.3	Unless otherwise agreed to in writing by Max Recycling, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.	18.2	If Max Recycling, due to reasons beyond Max Recycling's reasonable control, is unable to the deliver any Goods/Equipment to the Customer, Max Recycling may cancel any Contract to which these terms and conditions apply or cancel Delivery of Goods/Equipment at any time before the Goods/Equipment are due to be delivered by giving written notice to the Customer. On giving such notice Max Recycling shall repay to the Customer any money paid by the Customer for the Goods/Equipment. Max Recycling shall not be liable for any loss or damage whatsoever arising from such cancellation.		(a) any lost hire charges Max Recycling would have otherwise been entitled to for the Equipment, under this, or any other hire agreement;	
12.4	The Customer shall unconditionally ratify any actions taken by Max Recycling under clauses 12.1 to 12.3.				(b) any insurance excess payable in relation to a claim made by either the Customer or Max Recycling in relation to any damage caused by, or to, the hire Equipment whilst the same is hired by the Customer and irrespective of whether charged by the Customer's insurers or Max Recycling's.	
12.5	Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.			20.5	Return of the Equipment ("Return") will be completed when the:	
12.6	Only to the extent that the hire of the Equipment exceeds a six (6) month hire period with the right of renewal shall clause 12 apply as a security agreement in the form of a PPS Lease in respect of Section 36 of the PPSA, in all other matters this clause 12 will apply generally for the purposes of the PPSA.	18.3	The Customer may cancel Delivery of the Goods/Equipment by written notice served within forty-eight (48) hours of placement of the order. Failure by the Customer to otherwise accept Delivery of the Goods/Equipment shall place the Customer in breach of this Contract.		(a) Equipment is returned by the Customer to Max Recycling's place of business; or	
					(b) Max Recycling takes back possession of the Equipment once collection by Max Recycling is affected.	
13.	Security and Charge	19.	Privacy Policy	21.	Service of Notices	
13.1	In consideration of Max Recycling agreeing to supply the Goods/Equipment, the Customer 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 Customer either now or in the future, and the Customer grants a security interest in all of its present and after-acquired property, to secure the performance by the Customer 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.	19.1	All emails, documents, images or other recorded information held or used by Max Recycling is "Personal Information" as defined and referred to in clause 19.3 and therefore considered confidential. Max Recycling 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 and as set out in the Act. Max Recycling acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by Max Recycling that may result in serious harm to the Customer, Max Recycling will notify the Customer in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Customer by written consent, unless subject to an operation of law.	21.1	Any written notice given under this Contract shall be deemed to have been given and received:	
13.2	The Customer indemnifies Max Recycling from and against all Max Recycling's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Max Recycling's rights under this clause.			21.2	(a) by handing the notice to the other party, in person;	
13.3	The Customer irrevocably appoints Max Recycling and each director of Max Recycling as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Customer's behalf.	19.2	Notwithstanding clause 19.1, privacy limitations will extend to Max Recycling in respect of Cookies where the Customer utilises Max Recycling's website to make enquiries. Max Recycling 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 Customer's:		(b) by leaving it at the address of the other party as stated in this Contract;	
14.	Defects		(a) IP address, browser, email client type and other similar details;		(c) by sending it by registered post to the address of the other party as stated in this Contract;	
14.1	The Customer shall inspect the Goods/Equipment on Delivery and shall within five (5) days of Delivery (time being of the essence) notify Max Recycling of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Max Recycling an opportunity to inspect the Goods/Equipment within a reasonable time following Delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods/Equipment shall be presumed to be free from any defect or damage. For defective Goods/Equipment, which Max Recycling has agreed in writing that the Customer is entitled to reject, Max Recycling's liability is limited to either (at Max Recycling's discretion) replacing the Goods/Equipment or repairing the Goods/Equipment.		(b) tracking website usage and traffic; and		(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;	
			(c) reports are available to Max Recycling when Max Recycling sends an email to the Customer, so Max Recycling may collect and review that information ("collectively Personal Information").		(e) if sent by email to the other party's last known email address.	
14.2	Goods/Equipment will not be accepted for return for any reason other than those specified in clause 14.1 above (or in the case of Equipment hire, normal termination of Equipment hire in accordance with the full terms and conditions herein).	19.3	If the Customer consents to Max Recycling's use of Cookies on Max Recycling's website and later wishes to withdraw that consent, the Customer may manage and control Max Recycling's privacy controls via the Customer's web browser, including removing Cookies by deleting them from the browser history when exiting the site. The Customer authorises Max Recycling or Max Recycling's agent to:		Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.	
15.	Warranty		(a) access, collect, retain and use any information about the Customer;	22.	Trusts	
15.1	For Goods not manufactured by Max Recycling, the warranty shall be the current warranty provided by the manufacturer of the Goods. Max Recycling shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.		(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 Customer's creditworthiness; or	22.1	If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust or as an agent for a trust ("Trust") then whether or not Max Recycling may have notice of the Trust, the Customer covenants with Max Recycling as follows:	
15.2	To the extent permitted by statute, no warranty is given by Max Recycling as to the quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded. Max Recycling shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.		(ii) for the purpose of marketing products and services to the Customer.		(a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust, the trustees and the trust fund;	
16.	Consumer Guarantees Act 1993 and the Fair Trading Act 1986		(b) disclose information about the Customer, whether collected by Max Recycling from the Customer directly or obtained by Max Recycling 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 Customer.	23.	General	
16.1	This Contract is subject to the provisions the Consumer Guarantees Act 1993 ("CGA") in all cases except where the Customer is not contracting as a consumer within the meaning of the CGA.	19.4	Where the Customer is an individual the authorities under clause 19.3 are authorities or consents for the purposes of the Privacy Act 2020.	23.1	Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator's fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.	
16.2	Max Recycling agrees to abide by the provisions of the Fair Trading Act 1986 ("FTA").	19.5	The Customer shall have the right to request (by e-mail) from the Seller, a copy of the Personal Information about the Customer retained by Max Recycling and the right to request that Max Recycling correct any incorrect Personal Information.		23.2	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.
17.	Default and Consequences of Default	19.6	Max Recycling will destroy Personal Information upon the Customer'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.	23.3	These terms and conditions and any Contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Auckland Courts of New Zealand.	
17.1	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 Max Recycling's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.	19.7	The Customer can make a privacy complaint by contacting Max Recycling via e-mail. Max Recycling 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 Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Privacy Commissioner at http://www.privacy.org.nz .	23.4	Subject to the CGA, the liability of Max Recycling and the Customer under this Contract shall be limited to the Price.	
17.2	If the Customer owes Max Recycling any money the Customer shall indemnify Max Recycling from and against all costs and disbursements incurred by Max Recycling in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Max Recycling's collection agency costs, and bank dishonour fees).			23.5	Max Recycling may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent provided the assignment does not cause detriment to the Customer.	
17.3	Further to any other rights or remedies Max Recycling may have under this Contract, if a Customer has made payment to Max Recycling, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Max Recycling under this clause 17, where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.	20.	Equipment Hire	23.6	The Customer cannot licence or assign without the written approval of Max Recycling.	
17.4	Without prejudice to Max Recycling's other remedies at law Max Recycling shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Max Recycling shall, whether or not due for payment, become immediately payable if:	20.1	The Equipment shall at all times remain the property of Max Recycling and is returnable on demand by Max Recycling. In the event that Equipment is not returned to Max Recycling in the condition in which it was delivered Max Recycling retains the right to charge the Customer the full cost of repairing the Equipment. In the event that Equipment is not returned at all Max Recycling shall have right to charge the Customer the full cost of replacing the Equipment.	23.7	Max Recycling may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Max Recycling's sub-contractors without the authority of Max Recycling.	
	(a) any money payable to Max Recycling becomes overdue, or in Max Recycling's opinion the Customer will be unable to make a payment when it falls due;			23.8	The Customer agrees that Max Recycling may amend their general terms and conditions for subsequent future Contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Max Recycling to provide Goods/Equipment to the Customer.	
	(b) the Customer has exceeded any applicable credit limit provided by Max Recycling;				Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc., ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Customer to make a payment to Max Recycling, following cessation of a Force Majeure.	
	(c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or	20.2	The Customer shall:		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.	
	(d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.	20.3	The Customer accepts full responsibility for the safekeeping of the Equipment and the Customer agrees to insure, or self insure, Max Recycling's interest in the Equipment and agrees to indemnify Max Recycling against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Customer will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.	23.10		
18.	Cancellation					
18.1	Without prejudice to any other remedies the parties may have, if at any time either party is in breach of any obligation (including those relating to payment) under these terms and conditions the other party may					