



**Specialised
Fabric
Solutions**

**PRODUCT
CATALOGUE
2023**

—

**TENT
ACCESSORIES**

QCD LIMITED

Specialised Fabric Solutions

Nature is demanding, so we demand a lot from our textiles.

Whether providing much-needed shade for a sun-baked terrace or sailing a yacht around the world, you need to know your fabric systems are up to the challenge. QCD has been supplying customers in the commercial, residential and marine markets for over 60 years. With a huge range of specialised textiles and hardware sourced from around the world, our team can help you specify and deliver a solution that works.

The wind, UV rays and ocean spray can do their worst. Relax, because you're covered.

TO PLACE AN ORDER OR FOR
PRODUCT ENQUIRIES

CONTACT US

North Island

Office & Warehouse

373D Neilson Street, Penrose,
Auckland, 1061
New Zealand
09 815 7500
sales@qcd.co.nz

South Island

Office & Warehouse

24 Disraeli Street, Addington
Christchurch, 8024
New Zealand
03 384 9329
chchsales@qcd.co.nz

qcd.co.nz



TENT ACCESSORIES

CONTENTS

BIG FOOT GALVANISED TENT POLES	4
STANDARD TENT POLES	4
GALVANISED SPREADER POLES	5
GALVANISED ROOF RAILS	5
TENT PEGS	6
SPIGOTS	7
SUPPORT POLE C-CLIPS	8
POLE ATTACHMENTS	8

BIG FOOT GALVANISED TENT POLES

BigFoot tent poles have a registered designed 32mm foot cap to ensure a more secure base to the pole to sit on. They are made with Nylon-R plastic for greater strength, are UV treated to reduce deterioration and have a unique drain holes to allow any water to escape. They are available with T-Nut, Plastic Collar or stainless steel spring button for adjustability which is located at the top of the pole for easy extension. All plastics are UV treated and all steel fittings are Yellow Zinc coated and last 4 times longer than standard Zinc. The spigot are made from UV Treated ABS plastic with a Hi-Tensile 8mm Yellow Zinc plated pin. The tube is Hi-Tensile up to 350Mpa and galvanised inside and out with a minimum gauge of 0.9mm.

FEATURES

- Hi-Tensile Galvanised Steel 350Mpa
- Hi-Impact nylon foot cap with drain holes
- Yellow zinc thumb screw & T-Nut
- Hi-Tensile 8mm Yellow zinc spigot

ADJUSTABLE T-NUT



CODE	SIZE	CONFIGURATION	CLOSED LENGTH	EXTENDED LENGTH	BUNDLE WEIGHT	BUNDLE QTY
TP651	19/22.2MM	2 PIECE	132CM (4'4")	230CM (7'6")	11KG	10

HEAVY DUTY ADJUSTABLE T-NUT 1.2MM WALL



CODE	SIZE	CONFIGURATION	CLOSED LENGTH	EXTENDED LENGTH	BUNDLE WEIGHT	BUNDLE QTY
TP659	22.2/25.4MM	2 PIECE	110CM (3'7")	198CM (6'6")	13KG	10
TP661	22.2/25.4MM	2 PIECE	132CM (4'4")	230CM (7'6")	16KG	10

ADJUSTABLE TRI POLE T-NUT 0.9MM WALL



CODE	SIZE	CONFIGURATION	CLOSED LENGTH	EXTENDED LENGTH	BUNDLE WEIGHT	BUNDLE QTY
TP1676	19/22.2/25.4MM	3 PIECE	93CM (3'1")	230CM (7'6")	16KG	10
TP1677	19/22.2/25.4MM	3 PIECE	113CM (3'9")	275CM (9')	12KG	10

STANDARD TENT POLES STANDARD ADJUSTABLE T-NUT



CODE	SIZE	CONFIGURATION	CLOSED LENGTH	EXTENDED LENGTH	BUNDLE WEIGHT	BUNDLE QTY
TP669	19/22.2MM	2 PIECE	156CM (5'2")	275CM (9')	11KG	10
TP668	19/22.2MM	2 PIECE	132CM (4'4")	230CM (7'6")	13KG	10

STANDARD HEAVY DUTY ADJUSTABLE T-NUT



CODE	SIZE	CONFIGURATION	CLOSED LENGTH	EXTENDED LENGTH	BUNDLE WEIGHT	BUNDLE QTY
TP641	22.2/25.4MM	2 PIECE	156CM (5'2")	275CM (9')	7KG	5
TP640	22.2/25.4MM	2 PIECE	132CM (4'4")	230CM (7'6")	6KG	5

GALVANISED SPREADER POLES

All tube is galvanised inside and out. All steel fittings are yellow zinc plated for longer life and all plastic fittings are UV treated against the sun. All nylon Inserts and C-Clips are made of High-Impact Nylon. Please be aware that any spreader rail over 12ft should also have a support pole to prevent bowing in the middle and 100mm spigots used on the end poles.

FEATURES

- Hi-Tensile Galvanised Steel 350Mpa.
- Yellow zinc thumb screw & T-Nut
- High Impact Nylon Fittings

ADJUSTABLE T-NUT

WITH FLAT ENDS



CODE	SIZE	CONFIGURATION	CLOSED LENGTH	EXTENDED LENGTH	BUNDLE WEIGHT	BUNDLE QTY
SP910	19/22.2MM	2 PIECE	78CM (2'7")	122CM (4')	6KG	10
SP911	19/22.2MM	2 PIECE	92CM (3")	152CM (5')	8KG	10
SP912	19/22.2MM	2 PIECE	104CM (3'5")	183CM (6')	9KG	10
SP915	19/22.2MM	2 PIECE	149CM (4'11")	275CM (9')	13KG	10

ADJUSTABLE T-NUT HEAVY DUTY

WITH FLAT ENDS



CODE	SIZE	CONFIGURATION	CLOSED LENGTH	EXTENDED LENGTH	BUNDLE WEIGHT	BUNDLE QTY
TP1676	19/22.2/25.4MM	3 PIECE	93CM (3'1")	230CM (7'6")	16KG	10
TP1677	19/22.2/25.4MM	3 PIECE	113CM (3'9")	275CM (9')	12KG	10

GALVANISED ROOF RAIL

ADJUSTABLE T-NUT WITH FLAT END & HOOK END

Roof Rail support an annexe or awning off the side of your caravan or RV. Screw or rivet brackets into place to support the hook end of the roof rail pole.

- Mount directly to caravan or camper wall to spigot pin
- Roof support
- High bend resistance

CODE	SIZE	CONFIG.	CLOSED LENGTH	EXTENDED LENGTH	BUNDLE WEIGHT	BUNDLE QTY
RR9914R	19/	2 PIECE	137CM	244CM (8')	10KG	5
	22.2MM		(4'6")			
RR9915R	19/	2 PIECE	149CM	275CM (9')	10KG	5
	22.2MM		(4'11")			



ADJUSTABLE HEAVY DUTY T-NUT WITH FLAT END & HOOK END



CODE	SIZE	CONFIG.	CLOSED LENGTH	EXTENDED LENGTH	BUNDLE WEIGHT	BUNDLE QTY
RR919R	22.2/	3 PIECE	115CM	305CM	10KG	5
	25.4MM		(3'10")	(10')		
RR920R	22.2/	3 PIECE	141CM	365CM	13KG	5
	25.4MM		(4'8")	(12')		

- Heavy gauge tube used for superior bend resistance
- Mount directly to caravan or camper wall to spigot pin
- Extended sizes available for larger spans
- Roof support

TENT PEGS

WIRE TENT PEG

Ideal for small hikers tents, holding down weed mats or netting. They are made from Hi-Tensile galvanised steel. The head is designed to lock into the ground to help stop ropes from falling off and the peg from spinning in the ground.

- Available in raw & galvanised Hi-Tensile steel
- Other lengths available on request
- Tensile strength up to 550Mpa
- Lightweight and ideal for small tents, weed matting and irrigation applications
- Designed to key into the ground to prevent rotation



CODE	SIZE	TYPE	LENGTH	BOX KGS	BOX QTY
TP121	4MM	GALVANISED	175MM	13KG	500

PLASTIC TENT PEG

A plastic peg with a heavy duty design and available in: Polypropylene (Standard grade, great versatility, durable and lightweight).

Polycarbonate (High impact, strongest and most durable). Both materials suit sand and soil with high visible colors available. The large head is suited for high impact with SUPA STRONG hook and eye for rope and trace springs.

- Superior design
- Polycarbonate is a great all round peg
- Available in SUPA strong polycarbonate or polypropylene
- Chiseled edged
- Hook and eye
- Suits sand or soil
- Original large high impact head



CODE	COLOUR	TYPE	LENGTH	BOX KGS	BOX QTY
TP165	YELLOW	HIGH IMPACT	300MM	5KG	50
TP162	YELLOW	HIGH IMPACT	225MM	5KG	100

KEY HEAD TENT PEG

If you always end up bending your tent pegs every time you go camping, then the Galvanised Key Head Tent Peg is going to make pitching your tent so much easier. The point of the peg has a chisel point to make it easy to drive it straight into the ground. This design also has a unique key shape which makes it simpler to hammer it into the ground and will lock it in to prevent it from spinning. The galvanised coating adds extra moisture protection which will help protect it from rusting so that it has a longer lifespan. Pitching a tent on the hard ground doesn't have to be a difficult task with the Galvanised Key Head Tent Pegs from Supa Peg.

- Key-Head™ design reduces bending
- Available in raw & galvanized hi-tensile steel for powerful strength
- Tensile strength up to 850mpa
- Designed to key into the ground to prevent rotation
- Chisel point to easily penetrate hard ground or through some tough objects



CODE	SIZE	TYPE	LENGTH	BOX KGS	BOX QTY
TP132	6.3MM	GALVANISED	175MM	11KG	200
TP136	6.3MM	GALVANISED	225MM	13KG	200
TP148	8MM	GALVANISED	300MM	20KG	150

ANGLE IRON TENT PEG

The only Angle Iron Peg of its type. Supa-Peg's registered design #300074 (2004) hook is securely welded into the V of the angle iron and its design prevents the rope from falling off or fraying on the sharp corners of the angle. The hook also allows for trace springs to be used correctly.

- Registered designed hook
- Heavy duty angle iron
- Superior holding power
- Used for hard ground



CODE	SIZE	TYPE	LENGTH	BOX KGS	BOX QTY
TP176	30 X 30 X 3MM	GALVANISED	450MM	15KG	25

SPIGOTS

50MM STEEL SPIGOT

Normal spigot 8mm pin, made out of either yellow zinc plated or stainless steel.



CODE	SUITS TUBE OD	SUITS TUBE ID	BOX KGS	BOX QTY
S740	GALVANISED	16.6-17.2MM	850G	25
	19MM			
S741	GALVANISED	19.8-20.4MM	1KG	25
	22.2MM			
S742	GALVANISED/ ALUMINIUM	23-23.6MM	1.2KG	25
	25.4MM			

100MM STEEL SPIGOT

An extended version, these are normally used for stacking of products on a pole (ie multiple spreader rails) and for fly spacers.



CODE	SUITS TUBE OD	SUITS TUBE ID	BOX KGS	BOX QTY
S743	GALVANISED	16.6-17.2MM	2.4KG	20
	19MM			
S744	GALVANISED	19.8-20.4MM	2.6KG	20
	22.2MM			
S749	GALVANISED	23-23.6MM	2.7KG	20
	25.4MM			

150MM STEEL SPIGOT

A super extended version, these are normally used for stacking of products on a pole (ie multiple spreader rails) and for fly spacers.



CODE	SUITS TUBE OD	SUITS TUBE ID	BOX KGS	BOX QTY
TP733	GALVANISED	16.6 - 17.2MM	3.2KG	20
	22.2MM			

BENT STAINLESS STEEL SPIGOT

This spigot has a 90-degree bend used as a connector.



CODE	SUITS TUBE OD	SUITS TUBE ID	BOX KGS	BOX QTY
S750	GALVANISED	16.6 - 17.2MM	680G	20
	19MM			

50MM HOOK STAINLESS STEEL SPIGOT

Similar to the bent spigot however this spigot is hooked further over to prevent it from falling out of a hole easily.



CODE	SUITS TUBE OD	SUITS TUBE ID	BOX KGS	BOX QTY
S739	GALVANISED/ ALUMINIUM	23 - 23.6MM	940G	20
	25.4MM			

50MM STAINLESS STEEL THREADED SPIGOT & WING NUT

This spigot is a standard 50mm length stainless steel full threaded supplied with a stainless steel 5/16 wingnut, used for locking items to the spigot pin.



CODE	SUITS TUBE OD	SUITS TUBE ID	BOX KGS	BOX QTY
S747	GALVANISED/ ALUMINIUM	23 - 23.6MM	1.9KG	20
	25.4MM			

100MM STAINLESS STEEL F SPIGOT

Used to help hold an eyelet on as this shape will prevent the number 4 eyelets from easily coming off (normally used with a peggable foot pole).



CODE	SUITS TUBE OD	SUITS TUBE ID	BOX KGS	BOX QTY
S752F25	GALVANISED/ ALUMINIUM	23 - 23.6MM	2.7KG	20
	25.4MM			

SUPPORT POLE C-CLIPS

FULL WIDTH C-CLIP

These full width clips are generally used as a roof support pole that would connect to a spreader rail.



CODE	SUITS TUBE OD	SUITS TUBE ID	BOX WEIGHT	BOX QTY
S763S	GALVANISED	19.8 - 20.4MM	375G	25
	22.2MM			

POLE ATTACHMENTS

ROOF RAIL BRACKET

This connects to a pressed flat end, are traditionally used for fitting a roof rail to a flat surface (ie caravan or camper).



RR788SS



RR788B

CODE	SIZE	COLOUR	BOX WEIGHT	BOX QTY
RR788B	70MM	BLACK	525G	25
RR788SS	67MM	STAINLESS STEEL	400G	25

BIRD BEAK & LOCKING PLATE

Used in the same function as the roof rail end, however this has a plastic end which is better for scratch sensitive areas (ie painted surfaces). These are also supplied with a plastic bracket for mounting to a flat surface.



BB773W



BB775W

CODE	SIZE	COLOUR	BOX WEIGHT	BOX QTY
BB773W	25.4MM ROUND	WHITE	375G	25
BB775W	45 X 65 MM	WHITE	400G	25

SPRINGS



CODE	DESCRIPTION	LENGTH	MATERIAL	BOX WEIGHT	BOX QTY
TS300	TRACE (LIGHT DUTY)	150MM	GALV (2 & 2.5MM)	4KG	50
CS352	COIL (LIGHT DUTY)	150MM	GALV	4KG	50

POLE FLY SPACER

The fly spacer is used to separate the tarp from the tent when using tent poles with 150mm long spigot allowing air between them. This helps keep the tent cool and provides added protection from the weather.

*Use with 100mm Spigots



CODE	DESCRIPTION	MATERIAL	BOX WEIGHT	BOX QTY
TP781	FLY SPACER	POLYPROPYLENE	290G	25

POLE PLATES

Sick of your poles sinking into the ground or slipping? Pole plates will fix this. Large diameter foot print designed to fit caps up to 35mm diameter. Comes with peg holes and grip spikes on the base for extra holding grip.



CODE	DESCRIPTION	MATERIAL	BOX WEIGHT	BOX QTY
PPL180	SUITS ROUND POLES	POLYPROPYLENE	750G	25

ROPE RUNNERS

The RRPCF365 Universal runner is a set and forget non slip runner, designed to use 4/6/8mm rope and made with tough UV resistant plastic. The RRPCF367 F-shaped runner is a standard rope runner built with extra strength hi-impact tough plastic.



CODE	TYPE	ROPE SIZE	MATERIAL
RRPCF365	SET & FORGET	4-8MM	POLYCARBONATE
RRPCF367	F SHAPE	6MM	POLYCARBONATE

BIGFOOT HI-IMPACT NYLON-R FOOT CAPS

Large base diameter for better stability and less ground penetration, drain holes and made from tough plastic.



CODE	SUITS TUBE OD	BOX WEIGHT	BOX QTY
BC702BF	19MM ROUND	75G	25
BC710	22.2MM ROUND	135G	25
BC711	25.4MM ROUND	135G	25

POWER PEG REMOVER

The Supa-Peg Power Peg Remover is designed to give the user maximum leverage when removing tent pegs from tough ground. Adjustable from 400mm - 600mm, made from galvanised tube with a stainless steel spring button, removes tent pegs easily.



CODE	DESCRIPTION	MATERIAL	BOX WEIGHT	BOX QTY
TP706	POWER PEG REMOVER	ZINC	2.5KG	5

PLASTIC JOINERS TO SUIT ROUND TUBE

Can be put together to make a complete tent frame.

CODE	ANGLE	CONFIGURATION	CONNECTORS
SP70308	70	LEFT OR RIGHT	3
SP70408	70	LEFT OR RIGHT	4

TERMS & CONDITIONS

1. Definitions

- 1.1 "Seller" shall mean QCD Limited and its successors and assigns.
- 1.2 "Customer" shall mean the Customer or any person acting on behalf of and with the authority of the Customer.
- 1.3 "Guarantor" means that person (or persons), or entity that agrees herein to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Goods" shall have the same meaning as in section 119 of the Contract and Commercial Law Act 2017 and are goods supplied by the Seller to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined).
- 1.5 "Services" shall mean all services supplied by the Seller to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.6 "Price" shall mean the cost of the Goods as agreed between the Seller and the Customer subject to clause 4 of this contract.

2. Acceptance

- 2.1 Any instructions received by the Seller from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by the Seller shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are irrevocable and can only be rescinded in accordance with these terms and conditions or with the written consent of the manager of the Seller.
- 2.4 None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Seller in writing nor is the Seller bound by any such unauthorised statements.
- 2.5 The parties agree that for the purposes of the Construction Contracts Act 2002 together with any amendments to the Construction Contracts Act 2022 this contract is not a commercial construction contract or a construction contract whether for a commercial or residential property or work and devise liability under this contract shall be in no way limited by any contract that the Customer may have entered into with a third party in relation to the supply of Goods and/or Services to that third party or the payment by the third party to the Customer of any monies whether by progress payments or otherwise.

3. Goods / Services

- 3.1 The Goods and/or Services are as described on the invoices, quotation, work authorisation or any other work commencement forms as provided by the Seller to the Customer.
- 3.2 Any credit limit approved by the Seller may be reviewed by the Seller from time to time at its sole discretion. The credit limit may be increased or reduced by the Seller following the review without the need to give notice to the customer for the increase or reduction.

4. Price And Payment

- 4.1 At the Seller's sole discretion the Price shall be either;
 - (a) as indicated on invoices provided by the Seller to the Customer in respect of Goods supplied; or
 - (b) the Seller's current Price, at the date of delivery of the Goods, according to the Seller's current Price list; or
 - (c) Seller's quoted Price (subject to clause 4.2) which shall be binding upon the Seller provided that the Customer shall accept in writing the Seller's quotation within thirty (30) days.
- 4.2 The Seller may by giving notice to the Customer (verbally or otherwise) at any time before delivery increase the Price of the Goods to reflect any variation from the plan of scheduled works or specifications beyond the reasonable control of the Seller which increase the cost of the Goods/Services by more than 10% of the quoted Price.
- 4.3 At the Seller's sole discretion a deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and shall become immediately due and payable.
- 4.4 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.
- 4.5 The Seller may withhold delivery of the Goods until the Customer has paid for them, in which event payment shall be made before the delivery date.
- 4.6 At the Seller's sole discretion, payment for approved Customer's shall be due on the twentieth (20th) of the month in which a statement is posted to the Customer's address or address for notices.
- 4.7 At the Seller's sole discretion, for certain approved Customers payment will be due seven (7) days following the date of the invoice.
- 4.8 Payment will be made by cash on delivery, or by cheque, or by bank cheque, or by direct credit, or by credit card, or by any other method as agreed to between the Customer and the Seller.
- 4.9 The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable, except to the extent that such taxes are expressly included in any quotation given by the Seller.
- 4.10 The Seller will charge a 2.5% premium for all payments made by credit card or by contactless credit or debit card payment systems such as "Paywave".

5. Delivery Of Goods

- 5.1 Delivery of the Goods shall be made to the Customer's address. The Customer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 5.2 The costs of carriage and any insurance which the Customer reasonably directs the Seller to incur, shall be reimbursed by the Customer (without any set-off or other withholding whatever) and shall be due on the date for payment of the Price. The

carrier shall be deemed to be the Customer's agent.

- 5.3 The Seller may deliver the Goods by separate instalments (in accordance with the agreed delivery schedule). Each separate instalment shall be invoiced and paid for in accordance with the provisions in this contract of sale.
- 5.4 Delivery of the Goods to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this agreement.
- 5.5 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:
 - (a) such discrepancy in quantity shall not exceed 5%, and
 - (b) the Price shall be adjusted pro rata to the discrepancy.
- 5.6 The failure of the Seller to deliver shall not entitle either party to treat this contract as repudiated.
- 5.7 The Seller shall not be liable for any loss or damage whatever due to failure by the Seller to deliver the Goods (or any of them) promptly or at all.

6. Risk

- 6.1 If the Seller retains title to the Goods nonetheless all risk for the Goods passes to the Customer on delivery.
- 6.2 If any of the Goods are damaged or destroyed prior to title to them passing to the Customer, the Seller is entitled, without prejudice to any of its other rights or remedies under these terms and conditions (including the right to receive payment of the balance of the Price for the Goods), to receive all insurance proceeds payable in respect of the Goods. This applies whether or not the Price has become payable under these terms and conditions. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

7. Defects/Returns

- 7.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days subject to any mandatory provisions under the Consumer Guarantees Act 1993 of delivery notify the Seller of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Seller an opportunity to inspect the Goods 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 shall be conclusively presumed to be in accordance with the terms and conditions and free from any defect or damage.
- 7.2 For defective Goods, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or repairing the Goods provided that:
 - (a) the Customer has complied with the provisions of clause 7.1;
 - (b) the Goods are returned at the Customer's cost within fourteen (14) days of the delivery date;
 - (c) the Seller will not be liable for Goods which have not been stored or used in a proper manner;
 - (d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 7.3 The Seller may (in its discretion) accept the Goods for credit but this may incur a handling fee of 15% of the value of the returned Goods plus any freight or \$100.00 which ever is the greater of.
- 7.4 Goods returned for credit must be returned within 14 days of purchase, are subject to approval, and incur a restocking fee being the greater of 15% of invoice value or \$100. Custom items manufactured or cut to length are non-refundable. In the event of a claim the seller liability is restricted to the invoice price only. Title of goods supplied shall not pass to the Customer until full payment is received.

8. Warranty

- 8.1 For Goods not manufactured by the Seller, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Seller shall not be bound by nor responsible for any term, condition, representation or warranty given by the manufacturer of the Goods.

9. Default & Consequences Of Default

- 9.1 Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.
- 9.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify the Seller from and against all of the Seller's costs and disbursements including on a solicitor and own client basis and in addition all of the Seller's nominees costs of collection.
- 9.3 Without prejudice to any other remedies the Seller may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Seller may suspend or terminate the supply of Goods to the Customer and any of its other obligations under the terms and conditions. The Seller will not be liable to the Customer for any loss or damage the Customer suffers because the Seller exercised its rights under this clause.
- 9.4 If any account remains unpaid at the end of the second month after supply of the Goods or Services the following shall apply: An immediate amount of the greater of \$20.00 or 10.00% of the amount overdue shall be levied for administration fees which sum shall become immediately due and payable in addition to the interest payable under clause 9.1 hereof.
- 9.5 In the event that:
 - (a) any money payable to the Seller becomes overdue, or in the Seller's opinion the Customer will be unable to meet its payments as they fall due; or,
 - (b) 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;

- (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer, then without prejudice to the Seller's other remedies at law;
- (i) the Seller shall be entitled to cancel all or any part of any order of the Customer which remains unperformed in addition to and without prejudice to any other remedies; and
- (ii) all amounts owing to the Seller shall, whether or not due for payment, immediately become due and payable.

10. Title
- 10.1 It is the intention of the Seller and agreed by the Customer that property in the Goods shall not pass until:
- (a) The Customer has paid all amounts owing for the particular Goods, and
- (b) The Customer has met all other obligations due by the Customer to the Seller in respect of all contracts between the Seller and the Customer, and that the Goods, or proceeds of the sale of the Goods, shall be kept separate until the Seller shall have received payment and all other obligations of the Customer are met.
- 10.2 Receipt by the Seller 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 and until then the Seller's ownership of rights in respect of the Goods shall continue.
- 10.3 It is further agreed that:
- (a) Until such time as ownership of the Goods shall pass from the Seller to the Customer the Seller may give notice in writing to the Customer to return the Goods or any of them to the Seller. Upon such notice the rights of the Customer to obtain ownership or any other interest in the Goods shall cease.
- (b) If the Customer fails to return the Goods to the Seller then the Seller or the Seller's agent may enter upon and into land and premises owned, occupied or used by the Customer, or any premises as the invitee of the Customer, where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.

11. Personal Property Securities Act 1999
- 11.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
- (b) a security interest is taken in all Goods previously supplied by the Seller to the Customer (if any) and all Goods that will be supplied in the future by the Seller to the Customer during the continuance of the parties relationship.
- 11.2 The Customer undertakes to:
- (a) sign any further documents and/or provide any further information, such information to be complete, accurate and up-to-date in all respects, which the Seller may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, the Seller for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
- (c) not register a financing change statement or a change demand without the prior written consent of the Seller;
- (d) give the Seller not less than fourteen (14) days prior written notice of any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice); and
- (e) immediately advise the Seller of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 11.3 The Seller and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms and Conditions.
- 11.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 11.5 Unless otherwise agreed to in writing by the Seller, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 11.6 The Customer unconditionally ratifies any actions taken by the Seller under clauses 11.1 to 11.5. under and by virtue of the power of attorney given by the Customer to the Seller.

12. Security & Charge
- 12.1 Despite anything to the contrary contained herein or any other rights which the Seller may have howsoever:
- (a) Where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Customer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
- (b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
- (c) To give effect to the provisions of clause [11, 12.1(a) to (b)] inclusive hereof the Customer and/or the Guarantor (if any) do hereby irrevocably nominate constitute and appoint the Seller or the Seller's nominee as the Customer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registerable or not) including such other terms and conditions as the Seller and/or the Seller's nominee shall think fit in his/her/its/their absolute discretion against the

joint and/or several interest of the Customer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Customer's and/or Guarantor's name as may be necessary to secure the said Customer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

13. Intellectual property
- 13.1 Where the Seller has designed or drawn Goods for the Customer, then the copyright in those designs and drawings shall remain vested in the Seller, and shall only be used by the Customer at the Seller's discretion.
- 13.2 The Customer warrants that all designs or instructions to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Customer's order.
14. Cancellation
- 14.1 The Seller may cancel these terms and conditions or cancel delivery of Goods and Services at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Customer any sums paid in respect of the Price for those Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 14.2 At the Seller's sole discretion the Customer may cancel delivery of Goods and/or Services. In the event that the Customer cancels delivery of Goods and/or Services the Customer shall be liable for any costs incurred by the Seller up to the time of cancellation.
15. Privacy Act 2020
- 15.1 The Customer and the Guarantor/s (if separate to the Customer) authorises the Seller to:
- (a) collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services; and
- (b) to disclose information about the Customer, whether collected by the Seller from the Customer directly or obtained by the Seller 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.
- 15.2 Where the Customer is a natural person the authorities under clause 15.1 are authorities or consents for the purposes of the Privacy Act 2020.
- 15.3 The Customer shall have the right to request the Seller for a copy of the information about the Customer retained by the Seller and the right to request the Seller to correct any incorrect information about the Customer held by the Seller.
16. Customer's Disclaimer
- 16.1 The Customer hereby disclaims any right to rescind, or cancel the contract or to sue for damages or to claim restitution arising out of any misrepresentation made to him by any servant or agent of the Seller and the Customer acknowledges that he buys the Goods relying solely upon his own skill and judgement.
18. Unpaid Seller's Rights To Dispose Of Goods
- 18.1 In the event that:
- (a) the Seller retains possession or control of the Goods; and
- (b) payment of the Price is due to the Seller; and
- (c) the Seller has made demand in writing of the Customer for payment of the Price in terms of this contract; and
- (d) the Seller has not received the Price of the Goods,
- then, whether the title in the Goods has passed to the Customer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the Customer the loss to the Seller on such disposal.
19. Consumer Guarantees Act 1993
- 19.1 This agreement is subject to the provisions of the Consumer Guarantees Act 1993 in all cases except where the Customer is contracting within the terms of a trade/business (which cases are specifically excluded).
20. General
- 20.1 If any provision of these terms and conditions shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 20.2 All Goods and Services supplied by the Seller are supplied subject to the laws of New Zealand and the Seller takes no responsibility for changes in the law that affect the Goods or Services supplied.
- 20.3 The Seller shall be under no liability whatsoever to the Customer for any indirect loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions.
- 20.4 In the event of any breach of this contract by the Seller the remedies of the Customer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price of the Goods.
- 20.5 Neither party shall be liable for any default due to any act of God, terrorism, war, strike, lock out, industrial action, flood, storm or other event beyond the reasonable control of either party.
- 20.6 The Customer shall not set off against the Price amounts due from the Seller.
- 20.7 The Seller may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 20.8 The Seller reserves the right to review these terms and conditions at any time and from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the Seller notifies the Customer of such change.

qcd.co.nz