

Alarm Tek Limited – Terms & Conditions of Trade

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| 1. | Definitions | shall be entitled to charge a reasonable fee for redelivery and/or storage. | (b) |
| 1.1 | "Alarm Tek" means Alarm Tek Limited, its successors and assigns or any person acting on behalf of and with the authority of Alarm Tek Limited. | Alarm Tek may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. | (c) |
| 1.2 | "Client" means the person's buying the Goods as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally. | The Client 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: | (d) |
| 1.3 | "Goods" means all Goods or Services supplied by Alarm Tek to the Client at the Client's request from time to time (where the context so permits the terms "Goods" or "Services" shall be interchangeable for the other). | such discrepancy in quantity shall not exceed five percent (5%); and the Price shall be adjusted pro rata to the discrepancy. | 11.3 |
| 1.4 | "Price" means the Price payable for the Goods as agreed between Alarm Tek and the Client in accordance with clause 5 below. | Any time or date given by Alarm Tek to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and Alarm Tek will not be liable for any loss or damage incurred by the Client as a result of the delivery being late. | 11.4 11.5 |
| 2. | Acceptance | Risk If Alarm Tek retains ownership of the Goods under clause 10 then where Alarm Tek is supplying Goods only, all risk for the Goods shall immediately pass to the Client on delivery and the Client must insure the Goods or before delivery. Delivery of the Goods shall be deemed to have taken place immediately at the time that the Goods are delivered by Alarm Tek or Alarm Tek's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address). | 11.6 11.7 |
| 2.1 | The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods. | Where Alarm Tek is to both supply and install Goods then Alarm Tek shall maintain a contract works insurance policy until the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Client. | 11.8 11.9 |
| 2.2 | These terms and conditions may only be amended with Alarm Tek's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Alarm Tek. | If the Client requests Alarm Tek to leave Goods outside Alarm Tek's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk. | 12. |
| 2.3 | In the event that Alarm Tek is requested to uninstall and/or dispose of any existing security equipment, the Client warrants that no security is held over such equipment by any third party, and that the Client has the authority to request the disposal of said equipment. | The Client warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods and that any electrical connections (including but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Goods once installed. If for any reason (including the discovery of asbestos, defective or unsafe wiring or dangerous access to roofing) that Alarm Tek, its employees or Alarm Tek's reasonably form the opinion that the Client's premises is not safe for the installation of Goods to proceed then Alarm Tek shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 6.2 above) until Alarm Tek is satisfied that it is safe for the installation to proceed. | 12.1 12.2 |
| 2.4 | The Client shall ensure that all access codes, swipe cards, passwords, radio keys and other security devices are kept secure, and provided only to those persons who reasonably require access to the alarmed premises. | In the event that Alarm Tek discovers asbestos/hazardous materials whilst undertaking any Services Alarm Tek shall immediately advise the Client of the same and shall be entitled to suspend the Services pending a risk assessment in relation to those materials. The Client shall be liable for all additional costs (howsoever arising) incurred by Alarm Tek as a result of the discovery of asbestos/hazardous materials and/or any suspension of Services in relation thereto. | 12.3 12.4 |
| 2.5 | The Client accepts that where Alarm Tek is to install or relocate systems or cameras, unless Alarm Tek is supplying the Goods required, no warranty shall apply to the Services provided by Alarm Tek. | The Client acknowledges that Alarm Tek is only responsible for parts that are replaced by Alarm Tek and that in the event that other parts/Goods, subsequently fail, the Client agrees to indemnify Alarm Tek against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising. | 12.5 12.6 |
| 2.6 | The Client shall give permission that where Alarm Tek supplies, installs or monitors systems, that Alarm Tek may affix a service information sticker to the outside of the premises in a prominent location. | Where the Client has supplied materials for Alarm Tek to complete the Services, the Client acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. Alarm Tek shall not be responsible for any defects in the Services, any loss or damage to the Goods (or any part thereof), howsoever arising from the use of materials supplied by the Client. The Client accepts that electronic security systems, smoke, heat and like detectors installed to / at their premises: | 13. 13.1 |
| 2.7 | The Client acknowledges and understands that (in addition to Clause 5.2) callouts during standard business hours: | (a) shall monitor and detect purposes and should not be seen as a life saving device; and | 13.2 |
| (a) | shall incur Alarm Tek's callout rate of ninety-six dollars (\$96) plus GST for local calls; | (b) does not guarantee the site will be free from malicious damage or losses caused by attack, break and/or enter. | 13.3 |
| (b) | to premises outside the Tauranga area shall incur Alarm Tek's callout rate of ninety-six dollars (\$96) plus GST plus travel costs of one dollar (\$1) per kilometre; or | (c) shall be the Client's responsibility | 14. |
| (c) | where callouts occur outside standard business hours, the above mentioned applicable rates will be charged at double the amount. | (d) to ensure the security system equipment is tested and maintained to full operational condition; and | 14.1 |
| 3. | Authorised Representatives | (e) to full all phone calls emanating from the security system panel; and | 14.2 |
| 3.1 | Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to Alarm Tek as the Client's duly authorised representative, that one introduced that person shall have the full authority of the Client to order any Goods or Services on the Client's behalf and/or to request any variation to the works on the Client's behalf (such authority to continue until all requested works have been completed or the Client otherwise notifies Alarm Tek in writing that said person is no longer the Client's duly authorised representative). | (f) to ensure all electronically protected areas are free from obstacles which may impair the operation of the system. | 14.3 14.4 |
| 3.2 | In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise Alarm Tek in writing of the parameters of the limited authority granted to their representative. | Access The Client shall ensure that Alarm Tek has clear and free access to the work site at all times to enable them to undertake the Services. Alarm Tek shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concrete or paved or grassed areas) unless due to the negligence of Alarm Tek. | 15. 15.1 15.2 15.3 |
| 3.3 | The Client specifically acknowledges and accepts that they will be solely liable to Alarm Tek for all additional costs incurred by Alarm Tek (including Alarm Tek's profit margin) in providing any works, Goods, Services or variations requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)). | Accuracy of Client's Plans and Measurements Alarm Tek shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, Alarm Tek accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information. | 15.4 15.5 15.6 |
| 4. | Change in Control | Title Alarm Tek and the Client agree that ownership of the Goods shall not pass until: | 15.7 |
| 4.1 | The Client shall give Alarm Tek not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by Alarm Tek as a result of the Client's failure to comply with this clause. | (a) the Client has paid Alarm Tek all amounts owing to Alarm Tek; and | 15.8 |
| 5. | Price and Payment | (b) Receipt by Alarm Tek 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. | 15.9 |
| 5.1 | At Alarm Tek's sole discretion the Price shall be either: | (c) It is further agreed that: | 16. |
| (a) | as indicated on any invoice provided by Alarm Tek to the Client; or | until ownership of the Goods passes to the Client in accordance with clause 10.1 that the Client is only a bailee of the Goods and must return the Goods to Alarm Tek on request. | 16.1 |
| (b) | the Price as at the date of delivery of the Goods according to Alarm Tek's current price list; or | (d) the Client holds the benefit of the Client's insurance of the Goods on trust for Alarm Tek and must pay to Alarm Tek the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed. | 16.2 |
| (c) | Alarm Tek's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. | (e) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Alarm Tek and must pay or deliver the proceeds to Alarm Tek on demand. | 16.3 |
| 5.2 | Alarm Tek reserves the right to change the Price: | (f) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Alarm Tek and must sell, dispose of or return the resulting product to Alarm Tek as it so directs. | 16.4 |
| (a) | if a variation to the Goods which are to be supplied is requested; or | (g) the Client irrevocably authorises Alarm Tek to enter any premises where Alarm Tek believes the Goods are kept and recover possession of the Goods. | 16.5 |
| (b) | if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or | (h) Alarm Tek may recover possession of any Goods in transit whether or not delivery has occurred. | 16.6 |
| (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 accessing the site, safety considerations, prerequisite work by any third party not being completed, changes of design, hidden pipes and wiring in walls etc) which are only discovered on commencement of the Services; or | (i) the Client shall not charge or grant an encumbrance over the Goods nor grant otherwise give away any interest in the Goods while they remain the property of Alarm Tek. | 16.7 |
| (d) | in the event of increases to Alarm Tek in the cost of labour or materials which are beyond Alarm Tek's control. | (j) Alarm Tek may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client. | 16.8 16.9 |
| 5.3 | At Alarm Tek's sole discretion a deposit may be required. | Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that: | 17. |
| 5.4 | Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Alarm Tek which may be: | (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and | 17.1 |
| (a) | on delivery of the Goods; | (b) as security interest is taken in all Goods previously supplied by Alarm Tek to the Client (if any) and all Goods that will be supplied in the future by Alarm Tek to the Client. | 17.2 |
| (b) | by way of instalments/progress payments in accordance with Alarm Tek's payment schedule; | (c) The Client undertakes to: | 17.3 |
| (c) | for certain approved Clients, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices; | (i) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Alarm Tek may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register; | 17.4 17.5 |
| (d) | the date specified on any invoice or other form as being the date for payment; or | (ii) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Alarm Tek may reasonably require to register a financing statement or financing charge statement on the Personal Property Securities Register; | 17.6 17.7 |
| (e) | failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Alarm Tek. | Consumer Guarantees Act 1993 If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by Alarm Tek to the Client. | 17.8 17.9 |
| 5.5 | Payment may be made by cheque, bank cheque, electronic/online banking, or by any other method as agreed to between the Client and Alarm Tek. | Intellectual Property Where Alarm Tek has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Alarm Tek. | 18. 18.1 |
| 5.6 | Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Alarm Tek an amount equal to any GST Alarm Tek must pay for any supply by Alarm Tek under this or any other agreement for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price. | The Client warrants that all designs, specifications or instructions given to Alarm Tek will not cause Alarm Tek to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Alarm Tek against any action taken by a third party against Alarm Tek in respect of any such infringement. | 18.2 18.3 |
| 6. | Delivery | The Client agrees that Alarm Tek may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Alarm Tek has created for the Client. | 18.4 |
| 6.1 | Subject to clause 6.2 it is Alarm Tek's responsibility to ensure that the Services start as soon as it is reasonably possible. | Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Alarm Tek's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. | 19. 19.1 |
| 6.2 | The Services commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Alarm Tek claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond Alarm Tek's control, including but not limited to any failure by the Client to: | If the Client owes Alarm Tek any money the Client shall indemnify Alarm Tek from and against all costs and disbursements incurred by Alarm Tek in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Alarm Tek's collection agency costs, and bank dishonour fees). | 19.2 |
| (a) | make a selection; or | Without prejudice to any other remedies Alarm Tek may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Alarm Tek may suspend or terminate the supply of Goods or Services to the Client (including, but not limited to, remotely disabling the system). | 19.3 |
| (b) | have the site ready for the Services; or | Alarm Tek will not be liable to the Client for any loss or damage the Client suffers because Alarm Tek has exercised its rights under this clause. | 19.4 |
| (c) | notify Alarm Tek that the site is ready; | Without prejudice to Alarm Tek's other remedies at law Alarm Tek shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Alarm Tek shall, whether or not due for payment, become immediately payable if: | 19.5 |
| 6.3 | At Alarm Tek's sole discretion the cost of delivery is either included in the Price or is in addition to the Price. | (i) any payment to Alarm Tek becomes overdue, or Alarm Tek's opinion the Client will be unable to make a payment when it falls due; | 20. 20.1 |
| 6.4 | The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then Alarm Tek | (ii) the Client 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 20.3 |
| 7. | Cancellation | The Client irrevocably appoints Alarm Tek and each director of Alarm Tek as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client's behalf. | 21. 21.1 |
| 7.1 | Alarm Tek may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Alarm Tek shall repay to the Client any money paid by the Client for the Goods. Alarm Tek shall not be liable for any loss or damage whatsoever arising from such cancellation. | Client's Disclaimer The Client hereby disclaims any right to rescind, or cancel any contract with Alarm Tek or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by Alarm Tek and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment. | 21.2 21.3 |
| 7.2 | In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Alarm Tek as a direct result of the cancellation (including, but not limited to, any loss of profits). | Defects The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Alarm Tek of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Alarm Tek an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, where Alarm Tek has agreed in writing that the Client is entitled to reject, Alarm Tek's liability is limited to either (at Alarm Tek's discretion) replacing the Goods or repairing the Goods. | 21.4 21.5 |
| 7.3 | Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed. | Returns Returns will only be accepted provided that: | 21.6 21.7 |
| 7.4 | Privacy Act 1993 The Client authorises Alarm Tek or Alarm Tek's agent to: | (a) the Client has complied with the provisions of clause 14.1; and | 21.8 |
| (a) | access, collect, retain and use any information about the Client; | (b) Alarm Tek has agreed in writing to accept the return of the Goods; and | 21.9 |
| (b) | (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or | (c) the Goods are returned at the Client's cost within three (3) days of the delivery date; and | 21.10 |
| (c) | for the purpose of marketing products and services to the Client. | (d) Alarm Tek will not be liable for Goods which have not been stored or used in a proper manner; and | 21.11 |
| 7.5 | The Client discloses information about the Client, whether collected by Alarm Tek from the Client directly or obtained by Alarm Tek from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client. | (e) 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. | 21.12 21.13 |
| 7.6 | Where the Client is an individual the authorities under clause 21.1 are authorities or consents for the purposes of the Privacy Act 1993. The Client shall have the right to request Alarm Tek for a copy of the information about the Client retained by Alarm Tek and the right to request Alarm Tek to correct any incorrect information about the Client held by Alarm Tek. | Alarm Tek may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of twenty-five percent (25%) of the value of the returned Goods plus any freight provided the Goods have not been installed. | 21.14 21.15 |
| 7.7 | Upward Seller's Rights Where the Client has left any item with Alarm Tek for repair, modification, exchange or for Alarm Tek to perform any other service, regulations under the item and Alarm Tek has not received or been tendered the whole of any monies owing to it by the Client, Alarm Tek shall have, until all monies owing to Alarm Tek are paid: | Non-stocklist items, installed or modified Goods or Goods made to the Client's specifications are under no circumstances acceptable for credit or return. | 21.16 21.17 |
| 7.8 | (i) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods; | Warranty For Goods not manufactured by Alarm Tek, the warranty shall be the current warranty provided by the manufacturer of the Goods. Alarm Tek 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. | 21.18 21.19 |
| 7.9 | (ii) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | The conditions applicable to the warranty given on Goods supplied by Alarm Tek are contained on the "Warranty Card" that will be supplied with the Goods. | 21.20 |
| 7.10 | (iii) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | In the case of second hand Goods, the Client acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults as they are given by Alarm Tek as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. Alarm Tek shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising. | 21.21 21.22 |
| 7.11 | (iv) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | Consumer Guarantees Act 1993 If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by Alarm Tek to the Client. | 21.23 21.24 |
| 7.12 | (v) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | Intellectual Property Where Alarm Tek has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Alarm Tek. | 21.25 21.26 |
| 7.13 | (vi) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | The Client warrants that all designs, specifications or instructions given to Alarm Tek will not cause Alarm Tek to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Alarm Tek against any action taken by a third party against Alarm Tek in respect of any such infringement. | 21.27 21.28 |
| 7.14 | (vii) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | Default and Consequences of Default Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Alarm Tek's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. | 21.29 21.30 |
| 7.15 | (viii) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | If the Client owes Alarm Tek any money the Client shall indemnify Alarm Tek from and against all costs and disbursements incurred by Alarm Tek in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Alarm Tek's collection agency costs, and bank dishonour fees). | 21.31 21.32 |
| 7.16 | (ix) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | Without prejudice to any other remedies Alarm Tek may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Alarm Tek may suspend or terminate the supply of Goods or Services to the Client (including, but not limited to, remotely disabling the system). | 21.33 21.34 |
| 7.17 | (x) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | Alarm Tek will not be liable to the Client for any loss or damage the Client suffers because Alarm Tek has exercised its rights under this clause. | 21.35 21.36 |
| 7.18 | (xi) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | Without prejudice to Alarm Tek's other remedies at law Alarm Tek shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Alarm Tek shall, whether or not due for payment, become immediately payable if: | 21.37 21.38 |
| 7.19 | (xii) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (i) any payment to Alarm Tek becomes overdue, or Alarm Tek's opinion the Client will be unable to make a payment when it falls due; | 21.39 21.40 |
| 7.20 | (xiii) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (ii) the Client 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 | 21.41 21.42 |
| 7.21 | (xiv) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (iii) the Client 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 | 21.43 21.44 |
| 7.22 | (xv) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (iv) the Client 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 | 21.45 21.46 |
| 7.23 | (xvi) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (v) the Client 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 | 21.47 21.48 |
| 7.24 | (xvii) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (vi) the Client 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 | 21.49 21.50 |
| 7.25 | (xviii) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (vii) the Client 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 | 21.51 21.52 |
| 7.26 | (xix) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (viii) the Client 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 | 21.53 21.54 |
| 7.27 | (xx) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (ix) the Client 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 | 21.55 21.56 |
| 7.28 | (xxi) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (x) the Client 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 | 21.57 21.58 |
| 7.29 | (xxii) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (xi) the Client 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 | 21.59 21.60 |
| 7.30 | (xxiii) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (xii) the Client 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 | 21.61 21.62 |
| 7.31 | (xxiv) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (xiii) the Client 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 | 21.63 21.64 |
| 7.32 | (xxv) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods. | (xiv) the Client 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 | 21.65 21.66 |
| 7.33 | (xxvi) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable | | |