

GENERAL CONDITIONS OF SALE

1. PRICES

The prices stipulated by the Company may be increased or decreased by the amounts of any increase or decrease in the cost of materials, transport, labour, customs and other duties, goods and services tax, insurance and any other factors affecting the cost of production and/or delivery due to circumstances beyond the control of the Company between the date of quotation and the date of delivery.

2. TERMS

The terms of payment are net cash on the 20th day of the month next following that in which the goods are despatched by the Company to the Customer. Interest may be charged from that date at the rate of 15% per annum on any sums not paid. If the Company shall deem the credit of the Customer unsatisfactory it may at any time require security for payment and may withhold delivery until provision of sufficient security or the Company may at its option suspend or terminate the contract and payment for all goods delivered up to the date of such suspension or determination and any other moneys payable hereunder shall immediately become due and payable. Any expenses, costs or disbursements incurred by the Company recovering any outstanding moneys including debt collection agency fees or legal fees, shall be recoverable from the Customer.

3. RISK

The risk shall pass to the Customer when the goods are delivered or when the Company first makes an attempt to deliver if the Customer fails to accept the goods. Should the goods remain on the Company's premises or with a carrier due to failure of the Customer to accept the goods or at the request of the Customer, all such risks shall be borne by the Customer from the date of the Customer's failure or request as the case may be.

4. DELIVERY

Delivery shall be deemed complete when the Company gives possession of the goods to a carrier for delivery to the place directed by the Customer, or for delivery to a main airport, port or railway station if the goods are to be delivered by air, sea or rail. If the Customer fails to accept the goods by such delivery date or such later date as the Company is able to make delivery, the Customer shall pay reasonable storage costs until the Customer accepts the goods. Delivery dates quoted by the Company are estimates only. The Company shall not be liable for any damage or loss howsoever arising from any failure to deliver or delay in delivery of the goods caused by an event beyond the Company's control. The Company reserves the right to deliver the goods by instalments and to separately invoice each instalment for materials and labour and each such instalment shall be deemed to be a separate contract subject to the same conditions as the main contract.

5. CONTRACT

The terms set out herein are the only terms conditions and warranties of the contract unless otherwise agreed in writing by the parties. All other warranties, descriptions, representations as to fitness or suitability or otherwise (whether of a like nature or not) and whether expressed or implied by law, trade, custom, or otherwise are expressly excluded. No agent or representative of the Company is authorised to make any representations, statements, warranties, conditions or agreements not expressly set forth in the quotations and the Company is not in any way bound by any such unauthorised statements, nor can any such statements be taken to form part of a contract with the Company collateral to the main contract. Only these conditions shall apply to contracts between the Company and the Customer and any documents emanating from the Customer which contain any terms and conditions which have been or are sent by the Customer to the Company shall to the extent that they are inconsistent with these conditions have no effect whatsoever and the Customer waives any such rights which the Customer otherwise might have in accordance with such conditions, and in the case of any conflict arising between the terms of the Customer's order and the terms thereof, these conditions shall prevail.

6. PROPERTY

- a) The ownership of the goods shall not pass to the Customer until the Customer has paid for the same, notwithstanding that the goods may have been sooner given into the Customer's possession. Receipt by the Company of any cheque or other bill of exchange or any promissory note shall not be deemed to be payment or conditional payment until the same has been honoured or cleared and until such time shall not prejudice or affect the Company's rights, powers or remedies against the Customer and/or the goods.
- b) Until payment in full for the goods has been made, the Customer acknowledges and agrees as follows:
 - i) The goods supplied are held by the Customer for and on behalf of the Company as Bailee.
 - ii) If the Customer wishes to resell the goods they may do so only as the Company's agent but shall not represent to any other person that they are acting for the Company and the Company will not be bound by any contract with the other person to which the Customer is party.
 - iii) The Customer will pay into a separate account the proceeds from the resale of the goods and shall pay the full price of the goods to the Company from this account.
 - iv) The Customer shall if directed by the Company store the goods supplied in such a way that it is clear that they are the property of the Company.
 - v) If any payment is not made when due the Company may without notice enter any premises to search for, remove and resell any of the goods without being liable to the Customer or any other person and if the goods or any of them are wholly or partially attached to or incorporated in any other goods, the Company may, where practical, disconnect or sever in any way whatsoever as may be necessary to remove the goods.
 - vi) The Customer shall pay on demand any costs (including legal costs) incurred in repossessing, storing or reselling the goods
 - vii) This clause is intended to protect the Company in the event of the insolvency of or default in payment by the Customer.
- c) Notwithstanding any other agreements as to the terms of payment, the total purchase price shall immediately become due and payable and the Company shall have the right to forthwith cancel this contract (without prejudice to any other of its rights) upon the occurrence of any of the following events:
 - i) If the Customer ceases or threatens to cease to carry on business.
 - ii) If the Customer shall enter into any negotiations for an arrangement or composition with its creditors.
 - iii) If the Customer shall become bankrupt or proceedings are taken for liquidation of the Customer's affairs or being a company shall go into liquidation whether voluntary or compulsory under supervision.
 - iv) If any distress or execution is levied on the customer:
Upon such termination the Company shall have such rights of possession and resale as are set out in the subclause (c) above.
- d) Nothing in this clause shall be construed as allowing the Customer to return the products supplied or any part of them because they are surplus to requirements or for non-payment or for any other reason whatsoever.

- e) If payment for the goods supplied under this or any other contract is overdue, in whole or in part, the Company may (without prejudice to any other rights) retake possession and/or resell the goods the title of which it has retained and the Customer hereby irrevocably gives the Company, its agents and servants, leave and licence without the necessity of giving any notice to enter on and into such premises to inspect, search for or remove any of the product supplied without in any way being liable to the Customer or any person claiming through the Customer and if the products supplied or any of them are wholly or partially attached to or incorporated in any other items, the Company may in its absolute discretion remove the products supplied in any manner whatsoever without in any way being liable to the Customer or any person claiming through the Customer for any damage which may thereby be caused to those other items and any costs incurred by the Vendor in exercise of the powers hereunder whether relating to the repossession, storage or resale of the products supplied (including legal costs as between solicitors and own client) shall be immediately due and payable by the Customer to the Company.
- f) The Company shall not in any circumstances place the proceeds of sale of goods supplied by the Company in any overdrawn bank account (so long as any sum payable to the Company in respect thereof remains outstanding).

7. CLAIMS

The Company agrees to replace or repair at its option any defective goods where the defect is caused by faulty materials or workmanship provided that its liability shall not exceed the invoice value of the goods and provided that such defect is notified to the Company in writing within 3 months of receipt of the goods, and further provided that this warranty shall not apply to any defect arising from any abnormal use of the goods or use beyond the capacity of the goods supplied. The Company shall not be liable, whether under any statute, regulation, by-law, or at common law or otherwise for any damage loss or injury caused by any defect or non-compliance of the invoice. Returns are accepted only if goods returned within 14 days of despatch and our invoice number quoted. The Company shall not be liable for any consequential indirect or special damage or loss of any kind whatsoever nor shall the Company be liable for any damage or loss caused to the Customer's servants, agents, Customers or other persons whomsoever. The Customer shall indemnify the Company against any claim by the Customer's servants, agents, Customers or other persons whomsoever (whether similar to the foregoing or not) in respect of any loss, damage or injury arising from any defective or noncomplying goods supplied. Where have not been received Customer should notify within 7 days of receipt of goods.

8. DESCRIPTION

The description of the goods in the contract, in all drawings, specifications, brochures, catalogues and other information supplied is given as an aid to identification of the goods and is not a condition that the goods shall correspond precisely with any such description given.

9. GOODS AND SERVICES TAX AND SALES TAX

Where applicable Goods and Services Tax and Sales Tax shall be charged in addition to the quoted price.

10. PATENTS, DESIGNS ETC.

Where the Company has followed a design or instructions furnished or given by the Customer, the Customer shall indemnify the Company against all losses, damages, penalties, costs and expenses of the Company or in respect of which the Company may become liable to any other person, firm or company arising from the Company, in following such design or instructions, infringing any patent, trademark, copyright, registered design or breaching any statutory provision or any common law or equitable right. The Customer warrants that any design or instruction furnished or given by the Customer to the Company will not cause the Company in the execution of the order to infringe any of the aforesaid rights. The Customer acknowledges that the Company may supply any other person, firm or company with goods of the same or similar design to those being supplied to the Customer unless this would breach a design which constitutes the original work of the Customer. The Company shall be entitled to utilise any know-how which it obtains or develops in fulfilling the Customer's order.

11. ITEMS PURCHASED BY CUSTOMER

- a) Where the Customer supplies moulds, blanks, tools, equipment or any other item used in the manufacturing process, the Customer shall reimburse the Company for all maintenance in respect thereof. The Company shall not be liable for any loss of or damage howsoever arising to any item supplied by the Customer to the Company. All items supplied must be suitable in every way for the use intended for them under the contract and the Customer will reimburse the Company for all work done and any damage to property of the Company arising directly or indirectly from any failure of such items to be suitable for use.
- b) Moulds, blanks, tools, equipment and other items which are not supplied by the Customer remain the property of the Company whether they have been charged for in full or in part and the Company shall be entitled to retain or destroy the same at its discretion.

12. PACKING

Unless otherwise expressly stipulated normal packaging is free of charge and packing cases and material are not returnable. Goods will be suitably packed to meet normal conditions of transportation. Special packaging will only be provided on request and will be charged to the Customer.

13. CARRIAGE

Payment for carriage shall be on terms specifically stated in the contract. If no such term is stated carriage charges will be invoiced to the Customer at the Company's rates prevailing at the time of despatch.

14. WAIVER

All the original rights powers and exemptions and remedies of the Company shall remain in full force notwithstanding any neglect, forbearance or delay in the enforcement thereof. The Company shall not be deemed to have waived any conditions unless such waiver shall be in writing under the signature of the manager or secretary of the Company and any such waiver unless the contrary shall be expressly stated shall apply to and operate only in the particular transaction, dealing or matter.

15. INTERPRETATION

The contract is entered into on behalf of and intended to bind and ensure for the benefit of the Company and the Company's successors and assigns. The provision of these conditions of contract, including this one, shall be given a large and liberal interpretation in favour of the Company and so that the contra proferentem rule shall not in any case apply against or to the disadvantage of the Company.

16. APPLICABLE LAW

This contract shall in all respects deemed to be a contract made in New Zealand and the construction, validity and performance of such contract shall be governed by New Zealand Law.