

## TERMS AND CONDITIONS

### Terms and conditions prevail

1. Any goods or repair or replacement services supplied to the Customer by the Supplier will be supplied on these terms and conditions. The only circumstances where any variation to these terms and conditions will apply is where the Supplier has expressly agreed to that variation in writing.

### Authority to drive vehicles

2. The Customer's motor vehicle may be driven by staff and/or agents of the Supplier for the purpose of collection or delivery of the vehicle and in connection with the performance of the work itself whether within its premises or on a public road or elsewhere. The Supplier will not be liable for any loss or damage to the Customer's vehicle or its contents.

### Price and Payment

3. By authorising the Supplier to proceed with the work as shown under Customer Instruction on the face of any invoice, the Customer accepts the price set out in that invoice, and is bound to pay that price from time that the Supplier is authorised to proceed.
4. List prices may be altered from time to time without notice and goods will be charged at those prices applicable at the date of dispatch.
5. Payment will be due on delivery of the goods unless a supply account has been opened in accordance with the Supplier's policy, in which case payment is due 30 days from date of invoice. Payment for any parts purchased in advance in connection with the above quote work is required whether or not the Customer's authorisation to proceed with the work is given.
6. Each Customer Instruction accepted by the Supplier shall constitute a separate contract for the supply of the particular goods on these terms and conditions. A quotation does not give rise to a binding contract in respect of particular goods until the Customer places an order which is subsequently accepted by the Supplier.
7. The Supplier is entitled to charge default interest on all amounts not paid by the due date for payment. Default interest will be calculated on a daily basis from the due date for payment until the date the Supplier receives payment at such rate (plus GST) as may be determined by it but not exceeding the rate charged to the Supplier by its principal banker from time to time on overdrafts. The charging of interest does not imply the granting or extension of credit.
8. Any expenses, costs or disbursements incurred by the Supplier in recovering any outstanding moneys from the Customer, including debt collection agency fees and commission, and all legal costs (on a full indemnity basis), are to be paid by the Customer.
9. The Customer may not deduct or withhold any amount (whether by way of set-off counterclaim or otherwise) from any money owing to the Supplier.

### Title

10. Title in goods supplied by the Supplier will not pass to the Customer until the Amount Owing has been paid in full.
11. The Customer confirms that until title in the goods supplied passes to it, the Customer will hold the goods for and on behalf of the Supplier as bailee and will store them in a way that makes it clear that they are the property of the Supplier. The Customer must not remove or destroy any means of identification of the goods.
12. Until title in all the goods supplied by the Supplier passes to the Customer, the Supplier reserves the right to enter the Customer's premises (or the premises of any associated company or agent where the goods are located) at any time, without notice or liability for trespass or any resulting damage, and retake possession of the goods.
13. The Supplier may apply any payments received from or on behalf of the Customer in reduction of the Amount Owing in such order and manner as the Supplier thinks fit (despite any direction to the contrary and whether before or after the occurrence of an Event of Default).

### Transport and Risk

14. All risk in relation to the goods will pass to the Customer when the goods are delivered to the vehicle which is to effect delivery from the Supplier's premises.
15. If the Customer uses common carriers or rail transport the Customer will bear all risks in relation to transportation unless the Customer has specifically instructed the Supplier to arrange for insurance on the Customer's behalf and payment has been received by the Supplier for that insurance.

### Default

16. If an Event of Default occurs:
  - (a) the Supplier may suspend or terminate any contract;
  - (b) the Amount Owing shall immediately become due and payable notwithstanding that the due date has not arisen;
  - (c) the Supplier may enforce the Security Interest; and
  - (d) the Supplier may (without the consent of the Customer) appoint a receiver in respect of any goods and any receiver is authorised to do anything referred to in these terms and conditions and otherwise to exercise all rights and powers conferred on a receiver by law.
17. The Customer agrees that, at any time after an Event of Default has occurred and is continuing or at any time if any goods are at risk, the Supplier may:
  - (a) take possession of any goods; and/or
  - (b) sell or otherwise dispose of any goods,
 in each case in such manner and generally on such terms and conditions as it thinks fit and, in each case, otherwise do anything the Customer could do in relation to those goods. The Supplier and the Customer agree that section 109(1) of the PPSSA is contracted out of in respect of particular goods if, and only for so long as, the Supplier is not the secured party with priority over all other secured parties in respect of those goods. As the Customer's agent, the Supplier (and its employees and agents) may, without prior notice, enter any land or premises where the goods are kept in order to take possession of and/or remove them, without being responsible for any damage caused in doing so. The Customer agrees to procure all other rights (including consents) necessary to enable, and to indemnify the Supplier (and its employees and agents) against any liability incurred in connection with, such entry, taking of possession and removal. The Supplier may resell any of the goods and apply the proceeds of sale in reduction of the Amount Owing.

### General

18. If the Supplier exercises or fails to exercise any right or remedy available to it, this shall not prejudice the Supplier's rights in exercising that or any other right or remedy. A waiver of any of these terms and conditions must be specified in writing and signed by an authorised officer of the Supplier.
19. The Supplier is entitled at any time to assign to any other person all or part of any debt owing by the Customer to the Supplier.
20. The Supplier reserves the right to review any of these terms and conditions at any time and from time to time. If, following any such review, there is any change to these terms and conditions that change will take effect from the date on which the Supplier gives notice to the Customer of such change.
21. The rights, powers and remedies provided for in these terms and conditions are in addition to, and do not limit or exclude (or otherwise adversely affect), any right, power or remedy provided to the Supplier by law.
22. These terms and conditions are governed by and construed in accordance with New Zealand law, and the parties hereby submit to the non-exclusive jurisdiction of the courts of New Zealand.

### Interpretation

"Amount Owing" means, at any time, the unpaid price charged by the Supplier for the goods, and any other sums which the Supplier is entitled to charge under these terms and conditions or which are otherwise owing by the Customer to the Supplier (in whatever capacity).