



Standard Terms and Conditions of Trade

1. TERMS OF SALE

1.1 These conditions apply to all supplies of goods and services by the Company to the Customer. Any terms or conditions attached to your order or acceptance will be of no effect and will not replace or vary any of these conditions unless the Company agrees to vary these conditions in writing.

1.2 Any invalidity or un-enforceability of any clause or part of a clause in these conditions shall not affect the validity or enforceability of other clauses and parts of clauses.

2. PAYMENT

2.1 Invoices from the Company to the Customer shall be paid in full without deduction not later than the 20th day of the month following invoice. If payment is not made by the due date all other monies owing by the Customer shall become immediately due. The Company has the right to suspend all further work pending full payment.

2.2 The Company at its sole discretion may make a request for and the Customer shall sign a registerable all obligations mortgage ("the mortgage") to secure payment of all monies owing to the Company. The Customer appoints the Company as the Customer's attorney to complete the mortgage on the Customer's behalf if the Customer fails to complete and return the mortgage to the Company within 7 days of receiving the mortgage for signing purposes. The Company's directors may severally exercise this power of attorney. The Customer agrees further that the Company may register a caveat to protect its interest under these conditions.

2.3 If any payment is overdue interest is payable by the Customer from the date of the invoice(s) until full payment at the rate of 25% per annum compounding monthly calculated on a daily basis. The liability for interest continues so long as any overdue amount remains unpaid by the Customer whether pursuant to contract or pursuant to a judgment.

2.4 If any payment of the Customer is overdue the Company is entitled to:

2.4.1 Recover or retain possession of work and materials;

2.4.2 Appoint in writing a receiver of the income of the Customer and the Customer irrevocably appoints the Company to be its attorney for that purpose the receiver to be the agent of the Customer.

2.5 The Customer agrees not at any time to set-off or attempt to set-off against any amount payable by it to the Company any amount owed or allegedly owed by the Company to the Customer.

3. DELIVERY RISK

3.1 Risk of loss damage or deterioration to goods shall be borne by the Customer from delivery.

3.2 Delivery means delivery of goods to the place specified by the Customer or collection by the Customer

3.3 The Company can deliver goods by instalments and this does not entitle the Customer to cancel or rescind the contract.

3.4 The Customer shall provide:

a. A suitable area for immediate unloading. If due to the fault of the Customer there are any delays in unloading the Company may make additional charges.

b. Labour and or mechanical means to unload the goods and all costs and charges for so doing are the Customer's.

c. Reasonable notice of the time delivery is to be made and the rate at which the goods are to be delivered.

3.5 Claims for short delivery and/or damage in transit or during unloading or that goods are not in accordance with these conditions must be noted on the delivery docket at the time of delivery and notice must also be given to the Company and to the carrier by whom the goods were transported within 5 days of delivery. If the Customer fails to give such notice the goods shall be deemed to have been accepted. Any goods for which claim is alleged shall not be moved until the Company has had reasonable opportunity for inspection.

4. RESERVATION OF TITLE

4.1 Title in goods shall only pass to the Customer upon full payment of all moneys owed by the Customer to the Company. In the event of goods being dealt with by the Customer in such manner as to pass to a third party a valid title to the goods the Company's rights under this condition shall attach to the proceeds of such dealing and the Customer shall place such proceeds in a separate account. Nothing contained in this clause shall make the Customer the agent of the Company under any sub-sale.

4.2 Prior to the payment of the whole price of the materials and work the Company may at any time enter upon the Customer's premises and remove the goods from the premises and prior to such payment the Customer shall keep such goods separate and identifiable for the purpose.

4.3 In the event of goods becoming a constituent of or being converted into other products while sums are due as provided in cl 5.1 the Company shall have the ownership of and title to other products as if they were the goods and accordingly cl 5.1 shall apply to such other products.

4.4 The Customer grants an irrevocable licence to the Company to enter onto the Customer's property and to repossess goods whether or not they have been incorporated into any building or structure on the property and have assumed the character of a fixture.

5. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

5.1 The Customer acknowledges these conditions create a security interest in all goods and services supplied and the proceeds of sale from goods and services supplied and also over all present and after acquired personal property of the Customer as security for payment of all amounts due to the Company. If requested by the Company, the Customer shall promptly sign any documents and do anything else required to ensure the Company's security interest constitutes a first ranking perfected security interest.

5.2 The Customer shall not grant any other security interest or any lien over goods the Company has a security interest in.

5.3 The Company may at any time enter the Customer's premises and properties to uplift goods the Company has a security interest in. If goods that the Company has a security interest in are processed, included or dealt with in any way causing them to become accessions, processed or comingled goods, the Company's security interest will continue in the whole in which they are included.

5.4 The Customer waives any rights the Customer may have under sections 114(1)(a), 116, 120(2), 121, 122, 125, 126, 127, 129, 131, 132, 133 and 134 of the PPSA.

5.5 The Customer waives its right to receive a copy of any verification statement or financing change statement and will give the Company prior written notice of a proposed change of Customer's name or address.

6.0 LIABILITY

6.1 The Company shall not be liable for any loss of profits or any consequential, indirect or special loss damage or injury of any kind whatsoever suffered by the Customer arising directly or indirectly from any breach of any of the

Company's obligations or from any cancellation of the contract or from any negligence on the part of the Company, its servants, agents, or contractors.

6.2 The liability of the Company, whether in contract or pursuant to any cancellation of any contract or in tort, in respect of all claims for loss, damage or injury arising from breach of the Company's obligations arising under or in conjunction with the contract or from any cancellation of the contract or from any negligence on the part of the Company, its servants, agents or contractors shall not in aggregate exceed the contract price.

7.0 WARRANTIES

7.1 The Customer acknowledges that it purchases the goods and or services entirely in reliance on its own judgement and (unless otherwise specified in writing on Company letter head) not in reliance on any statements, warranties or representations made to the Customer or to any other person by or on behalf of the Company.

7.2 The Customer acknowledges it has read and understood the risk factors that are outside of the Company's control in terms of the provision of its goods and services set out in the Company's quotes and on the Company's website and accepts that the Company has no liability to the Customer or to any person whatsoever in respect of those risk factors.

7.3 The Company does not provide any warranty for any product or goods which has not been manufactured by the Company.

7.4 Where a Manufacturer of any goods or product offers specific warranty terms the following terms and conditions apply:

7.4.1 The manufacturer's warranty period begins with customer's date of purchase as indicated on the Customers invoice or receipt.

7.4.2 All warranties shall only be valid if the product is installed correctly in accordance with the manufacturer's installation and operating instructions. Any warranty decision will be determined by the manufacturer, based on whether the defect is in the material or workmanship of the product. Adverse site conditions, installation issues or operating parameters that have contributed to the product failure will not be cause for a warranty claim.

7.4.3 If a warranty claim is rejected by the manufacturer, costs incurred by the Company in having this claim assessed may be charged to the Customer.

7.4.4 All warranty claims are strictly return to base and will only cover expenses from the point of sale. No expenses in relation to installation or removal of the product from the customer's property will be covered.

8.0 CONSUMER GUARANTEES ACT

The parties acknowledge that where the goods supplied under this agreement are being purchased for business purposes the provisions of the Consumer Guaranties Act 1993 do not apply.

9.0 COSTS

The Customer agrees to pay in full all legal and other expenses incurred by the Company in the enforcement of its rights under these conditions and in the enforcement of any judgment it may obtain.

10.0 PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

In consideration for the Company agreeing to supply goods and services and granting credit to the Customer at its request the signatories to these conditions are signing this agreement in their personal capacity and jointly and severally personally undertake as principal debtors to the Company for the payment of any and all moneys now or hereafter owed by the Customer to the Company. The signatories and Customer are jointly and severally liable to perform these conditions and to make payment of all sums due hereunder.