

SECURADOOR LIMITED - TERMS AND CONDITIONS OF TRADE

1. Definitions

1.1 "Supplier" means Securadoor Ltd, its successors and assigns or any person acting on behalf of and with the authority of Securadoor Ltd.

1.2 "Customer" means the person/s buying the Goods as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.

1.3 "Goods" means all Goods or Services supplied by the Supplier to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other); and all Goods supplied by the Supplier and further identified in any invoice issued by the Supplier to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and all Goods that are marked as having been supplied by the Supplier or that are stored by the Customer in a manner that enables them to be identified as having been supplied by the Supplier; and all of the Customer's present and after-acquired Goods that the Supplier has performed work on or to or in which goods or materials supplied or financed by the Supplier have been attached or incorporated. The above descriptions may overlap but each is independent of and does not limit the others. "Goods" shall also mean all goods, products, services and advice provided by the Supplier to the Customer and shall include without limitation the manufacture, supply and installation of doors, automatic openers, repairs, maintenance and service and all associated goods and services and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Goods by the Supplier to the Customer.

1.4 "Price" means the Price payable for the Goods as agreed between the Supplier and the Customer in accordance with clause 4 below.

2. Acceptance

2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.

2.2 These terms and conditions may only be amended with the Supplier's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Supplier.

2.3 None of the Supplier's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the manager of the Supplier in writing nor is the Supplier bound by any such unauthorised statements.

3. Change in Control

3.1 The Customer shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact emails or phone number/s, or business practice). The Customer shall be liable for any loss incurred by the Supplier as a result of the Customer's failure to comply with this clause.

4. Price and Payment

4.1 At the Supplier's sole discretion the Price shall be either:

(a) as indicated on any invoice provided by the Supplier to the Customer; or

(b) the Price as at the date of delivery of the Goods according to the Customer's current price list; or

(c) the Customer's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

4.2 The Supplier reserves the right to change the Price if a variation to the Supplier's quotation is requested; or increase the price by the amount of any reasonable increase in the cost of supply of the Goods that is beyond the control of the Supplier between the date of Acceptance and delivery of the Goods; or to correct any clerical errors or omissions.

4.3 At the Supplier's sole discretion a non-refundable deposit may be required.

4.4 Time for payment for the Goods being of the essence, the Price less any deposits earlier paid, will be payable by the Customer on the date/s determined by the Supplier, which may be:

(a) on delivery of the Goods;

(b) for certain approved Customer's, on or before the 20th day of the month following the date of the invoice ("the due date");

(c) the date specified on any invoice or other form as being the date for payment; or

(d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Supplier.

4.5 Payment may be made by cash, cheque, bank cheque, electronic / online banking or by any other method as agreed to between the Customer and the Supplier.

4.6 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

4.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer 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.

4.8 All invoices for progress payments will be prepared to meet the provisions of the Construction Contracts Act 2002. All invoices issued pursuant to the contract shall be in the form of a payment claim within the meaning of the Construction Contracts Act 2002. The Customer is hereby put on notice of the requirements of the Construction Contracts Act 2002 in terms of the issuing of payment schedules.

5. Delivery of Goods

5.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:

(a) the Supplier (or the Supplier's nominated

carrier) delivers and/or installs the Goods to the Customer's nominated address even if the Customer is not present at the address.

5.2 At the Supplier's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.

5.3 The cost of carriage and any insurance which the Customer reasonably directs the Supplier to incur, shall be reimbursed by the Customer (without any set-off or other withholding whatsoever) and shall be due on the date for payment of the Price. The carrier shall be deemed to be the Customer's agent.

5.4 Where there is no agreement that the Supplier shall send the Goods to the Customer, delivery to a carrier at limited carrier's risk at the expense of the Customer is deemed to be delivery to the Customer.

5.5 The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery and/or installation. In the event that the Customer is unable to take delivery of the Goods as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.

5.6 Any time or date given by the Supplier to the Customer is an estimate only. The Customer must still accept delivery and/or installation of the Goods even if late and the Supplier will not be liable for any loss or damage incurred by the Customer as a result of the delivery and/or installation being late.

5.7 The Supplier shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

5.8 The Customer will ensure the Supplier has clear and unimpeded access to the Customer's premises to complete the delivery and/or installation of the Goods.

6. Risk

6.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and/or installation and the Customer must insure the Goods on or before Delivery and/or installation.

6.2 If any of the Goods are damaged or destroyed following delivery and/or installation but prior to ownership passing to the Customer, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.

6.3 If the Customer requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver and/or install the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.

7. Title

7.1 The Supplier and the Customer agree that ownership of the Goods shall not pass until:

(a) the Customer has paid the Supplier all amounts owing to the Supplier; and

(b) the Customer has met all of its other obligations to the Supplier.

7.2 Receipt by the Supplier 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.

7.3 It is further agreed that:

(a) until ownership of the Goods passes to the Customer in accordance with clause 7.1 that the Customer is only a bailee of the Goods and must return the Goods to the Supplier on request.

(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.

(c) the Customer 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 Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand.

(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.

(e) the Customer irrevocably authorises the Supplier to enter any premises where the Supplier believes the Goods are kept and recover possession of the Goods.

(f) the Supplier may recover possession of any Goods in transit whether or not delivery has occurred.

(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier.

(h) the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

8. Personal Property Securities Act 1999 ("PPSA")

8.1 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 Supplier to the Customer (if any) and all Goods that will be supplied in the future by the Supplier to the Customer.

8.2 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 Supplier 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 Supplier 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 Supplier; and

(d) immediately advise the Supplier 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.

8.3 Unless otherwise agreed to in writing by the Supplier, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

8.4 The Customer shall unconditionally ratify any actions taken by the Supplier under clauses 8.1 to 8.3.

9. Security and Charge

9.1 In consideration of the Supplier agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

9.2 The Customer indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.

9.3 The Customer irrevocably appoints the Supplier and each director of the Supplier as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 9 including, but not limited to, signing any document on the Customer's behalf.

10. Customer's Disclaimer

10.1 The Customer hereby disclaims any right to rescind, or cancel any contract with the Supplier or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by the Supplier and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.

11. Defects

11.1 The Customer shall inspect the Goods on delivery and/or installation and shall within seven (7) days of delivery and/or installation (time being of the essence) notify the Supplier of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Supplier an opportunity to inspect the Goods within a reasonable time following delivery and/or installation 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 presumed to be free from any defect or damage. For defective Goods, which the Supplier has agreed in writing that the Customer is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods or repairing the Goods.

12. Returns

12.1 Returns will not be accepted unless the Supplier has agreed otherwise in writing. If a return is agreed the Goods are to be 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.

13. Warranty

13.1 Subject to the conditions of warranty set out in clause 13.2 the Supplier warrants that if any defect in any workmanship of the Supplier becomes apparent and is reported to

the Supplier within twelve (12) months of the date of delivery (time being of the essence) then the Supplier will either (at the Supplier's sole discretion) replace or remedy the workmanship.

13.2 The conditions applicable to the warranty given by clause 13.1 are:

(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:

(i) failure on the part of the Customer to properly maintain any Goods; or

(ii) failure on the part of the Customer to follow any instructions or guidelines provided by the Supplier; or

(iii) any use of any Goods otherwise than for any application specified on a quote or order form; or

(iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or

(v) fair wear and tear, any accident or act of God.

(b) the warranty shall cease and the Supplier shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Supplier's consent.

(c) in respect of all claims the Supplier shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.

13.3 For Goods not manufactured by the Supplier the warranty shall be the current warranty provided by the manufacturer of the Goods. The manufacturer's warranties will not apply if the Supplier does not install the Goods. The Supplier 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.

13.4 If the Supplier attends a claim for warranty on site, and the fault is found to be a result of a non warranty issue, the Supplier then reserves the right under this agreement to charge the customer the current rate for service calls as at the time of service.

14. Consumer Guarantees Act 1993

14.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Supplier to the Customer.

15. Intellectual Property

15.1 Where the Supplier has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Supplier.

15.2 The Customer warrants that all designs, specifications or instructions given to the Supplier will not cause the Supplier to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Supplier against any action taken by a third party against the Supplier in respect of any such infringement.

15.3 The Customer agrees that the Supplier may (at no cost) use for the purposes of marketing or entry into any competition, any documents, photos, designs, drawings or

Goods which the Supplier has created for the Customer.

16. Default and Consequences of Default

16.1 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 the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

16.2 If the Customer owes the Supplier any money the Customer shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's collection agency costs, and bank dishonour fees).

16.3 Without prejudice to any other remedies the Supplier may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Supplier may suspend or terminate the supply of Goods to the Customer. The Supplier will not be liable to the Customer for any loss or damage the Customer suffers because the Supplier has exercised its rights under this clause.

16.4 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if:

- (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Customer will be unable to make a payment when it falls due;
- (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.

17. Cancellation

17.1 The Supplier 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 Customer due to any circumstances out of the Suppliers reasonable control. On giving such notice the Supplier shall repay to the Customer any money paid by the Customer for the Goods. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.

18. Privacy Act 1993

18.1 The Customer authorises the Supplier or the Supplier's agent to:

- (a) access, collect, retain and use any information about the Customer;
- (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
- (ii) for the purpose of marketing products and services to the Customer.
- (b) disclose information about the Customer, whether collected by the Supplier from the Customer or obtained by the Supplier 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.

18.2 Where the Customer is an individual the authorities under clause 18.1 are authorities or consents for the purposes of the Privacy Act 1993.

18.3 The Customer shall have the right to request the Supplier for a copy of the information about the Customer retained by the Supplier and the right to request the Supplier to correct any incorrect information about the Customer held by the Supplier.

19. Unpaid Supplier's Rights

19.1 Where the Customer has left any item with the Supplier for repair, modification, exchange or for the Supplier to perform any other service in relation to the item and the Supplier has not received or been tendered the whole of any moneys owing to it by the Customer, the Supplier shall have, until all moneys owing to the Supplier are paid:

- (a) a lien on the item; and
- (b) 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.

19.2 The lien of the Supplier shall continue despite the commencement of proceedings, or judgment for any moneys owing to the Supplier having been obtained against the Customer.

20. Personal Guarantee of Company Directors or Trustees

20.1 The Supplier may require joint and several personal guarantees from the director/s and/or shareholder/s of any company who is a Customer under these Terms and Conditions of Trade before accepting the Customer's job. The personal guarantee shall be a separate document provided by the supplier.

21. Health and Safety

21.1 The Supplier will comply with any health and safety laws when providing the Goods to the Customer. The Customer warrants to follow the Supplier's health and safety policies and take all practicable steps to uphold these. The Customer will further ensure that only authorised people access the location of the Supplier's works while they are being undertaken and that any authorised people will be supervised during this time.

22. Unsolicited Electronic Messages Act 2007

22.1 The Customer consents to receiving emails from the Supplier with updates and service reminders.

23. General

23.1 The failure by the Supplier to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Supplier's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

23.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.

23.3 The Supplier shall be under no liability

whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Supplier of these terms and conditions (alternatively the Supplier's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

23.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.

23.5 The Supplier may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

23.6 The Customer agrees that the Supplier may amend these terms and conditions at any time. If the Supplier makes a change to these terms and conditions, any changes will take effect from the date on which the Supplier notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Supplier to provide Goods to the Customer.

23.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

23.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

24.0 Agree to comply

24.1 After reading and agreeing with the terms and conditions as stated I the undersigned, as a duly authorised officer of the applicant accept the Terms and Conditions of Trade applicable under this agreement.