

TAIERI TECHNOLOGY LIMITED

TERMS AND CONDITIONS OF CREDIT AND SUPPLY

These terms and conditions of Credit and Supply apply to all Credit advanced, services supplied and goods sold ("the products") by the Taieri Technology Limited ("the Supplier") to the recipient of any credit and the purchaser of those products ("the Customer") and form part of and are to be read in conjunction with the Trading Terms and Conditions if any incorporated in the Credit Account and Terms of Supply proposal. No agent or representative of the Supplier is authorised to make any representations, warranties or agreements not expressly contained in these terms and conditions or as recorded as Special Terms of Trade and the Supplier is not in any way bound by such representations, warranties or agreements.

1. DELIVERY

- 1.1 Dates of delivery are approximate only.
- 1.2 The Supplier shall not be responsible or liable in any way to the Customer for delays in delivery of products or any part thereof nor for any direct or consequential loss or damage arising therefrom.
- 1.3 Delivery of the products shall be deemed to occur when the products arrive at the location specified by the Customer or when the Customer or any employee or agent of the Customer takes physical possession of the products, whichever is the first to occur.
- 1.4 The Customer is not entitled to reject products for late delivery due to circumstances beyond the control of the supplier and in any case is bound to accept products if delivery is made within a reasonable time after the date stipulated.
- 1.5 If the Supplier is not able to supply orders complete, the balance of your order will be placed on backorder unless specified otherwise. Backorders unfilled within 90 days will be cancelled.
- 1.6 Where any contract provides for installation of Products to be carried out by the Supplier, such contract is upon the basis that it is the Customer's responsibility:
- (a) To provide suitable access to the premises in all weather conditions for the vehicles and equipment that the Supplier will need to use in carrying out such installations
 - (b) To provide all necessary services and amenities to enable the Supplier to carry out such installation
 - (c) To provide all plant, materials and services required to be provided by the Customer at such times and in such manner as to cause the Supplier no delay in carrying out such installation
 - (d) To provide safe and secure onsite storage for materials and accessories supplied and used by the Supplier, its employees and contractors
 - (e) To advise the Supplier promptly of any decision or instruction which affects such installation
- 1.7 The Supplier reserves the right to suspend delivery of the Products at any time if the Customer is in breach of any of its obligations pursuant to this contract or if the Supplier has any doubts whatsoever as to the Customers credit worthiness or its ability to meet its obligations under this contract in full.

2. PAYMENT

- 2.1 The Customer shall make payment for products on the 20th of the month following delivery of the products. If payment is not made on the due date, the Supplier may charge interest on a daily basis at the rate of 2.5% per month on any overdue amount.
- 2.2 Payment will be made without any set-off (of any kind) counterclaim or deduction of any kind.
- 2.3 The Customer shall pay at the same time as payment under Clauses 2.1 and 2.2 above all Goods and Services Tax payable by the Supplier due to supply of the products.
- 2.4 The Customer will pay the Supplier all costs incurred by the Supplier, including costs on a solicitor-client basis incurred in the recovery of any amount due to the Supplier.

3. RISK AND TITLE

- 3.1 Risk in the products but not title passes to the Customer upon delivery.
- 3.2 "PPSA" means the Personal Property Securities Act 1999 and its regulations.
- 3.3 The Products shall remain the sole and absolute property of the Supplier until payment in full has been received by the Supplier for all amounts due to the Supplier in respect of all Products supplied to the Customer and all other amounts due to the Supplier by the Customer under this Agreement.
- 3.4 Until such time as payment in full as provided by clause 3.3 is received by the Supplier the Customer acknowledges and agrees that:
- 3.4.1 The Customer shall hold the Products as the bailee of the Supplier
 - 3.4.2 The Customer shall at its own cost store the Products safely and, in a way, which clearly identifies the Products as the property of the Supplier. The Customer shall keep the products fully insured
 - 3.4.3 The Customer may as fiduciary sell or otherwise dispose of the Products in the ordinary course of business on the understanding that the proceeds of sale at all times shall be the property of the Supplier and the Customer shall be accountable to and hold on trust for the Supplier such proceeds of sale
 - 3.4.4 If the Products are incorporated in the manufacture or construction of other goods, the provisions of this clause shall continue to apply to the proceeds of those component goods

- 3.4.5 The Customer will not permit the Products to become an accession (as defined in the PPSA)
- 3.4.6 The Customers right to possession and to sell or otherwise dispose of the Products in the ordinary course of business may be revoked at any time by the Supplier and shall automatically cease when the Customer is in default of any of its obligations to the Supplier, including when the Customer is overdue in making payment of any sum due to the Supplier
- 3.4.7 The Customer irrevocably consents to the Supplier entering the Customers premises or any other premises where the Products are stored or where the Supplier believes the Products are stored to inspect or remove the Products and for such purpose the Customer gives the Supplier leave and licence without the necessity Of giving any notice to enter if necessary forcibly any such premises to search for, take possession of and remove the Products without being liable in any way to the Customer and the Customer shall fully indemnify the Supplier in respect of any claim or demand brought against the Supplier in respect of such actions
- 3.4.8 The Customer shall not grant or permit to exist any other security interest or financing statement over the Products while they remain the property of the Supplier
- 3.4.9 The Customer acknowledges that this clause creates a Purchase Money Security Interest ("PMSI") as defined in the PPSA in both present and after acquired products
- 3.4.10 The Customer acknowledges receiving a copy of this document and waives all rights to receive from the Supplier verification of any financing statement, or any other notice of any event prescribed by the PPSA
- 3.4.11 (a) Nothing contained in Sections 114(1)(a), 133 or 134 of the PPSA applies to the security interest created by this document
(b) The rights of the Customer contained in Sections 116, 120(2) 121, 125, 126, 127, 129, 131 and 132 of the PPSA do not apply to the security interest created by this document
(c) The Customer agrees that the Supplier may charge a reasonable fee for compliance with a demand under Section 162 of the PPSA
- 3.4.12 The PMSI has attached to the Products and has not been deferred or postponed
- 3.4.13 The Customer will do all things and execute all documents as are necessary to ensure the Supplier has a perfected first ranking PMSI in the products
- 3.4.14 The Customer will immediately notify the Supplier of any change of its name or address
- 3.4.15 The Customer indemnifies the Supplier for any costs it incurs in registering, maintaining and enforcing the security interest created by this document

4. TERMINATION

- 4.1 Without prejudice to any other rights or remedies of the Supplier at law or in equity the Supplier may terminate this contract:
- (a) On 30 days written notice
 - (b) Immediately if the Customer is in breach of any of these terms
 - (c) Immediately if the Customer ceases or threatens to cease business, becomes insolvent, an application, resolution or order for liquidation is made if a Receiver or Voluntary Administrator is appointed, an arrangement is made with Creditors or, if the Supplier believes any of the above is likely to happen

5. LIMITATION OF LIABILITY

- 5.1 If the Customer acquires the Products for the purpose of a business then:
- (a) The provisions of the Consumer Guarantees Act 1993 are expressly contracted out of to the extent permitted by the Consumer Guarantees Act
 - (b) The Consumer shall:
 - (i) Contract out of the provisions of the Consumer Guarantees Act where the Customer's customers are consumers who acquire the Products for the purpose of business.
 - (ii) Not make any representation concerning the description of the Products if it does not correspond with the actual description and specification of the Products
 - (c) The Customer shall indemnify the Supplier in respect of any loss, damages, costs, claims or other liability which the Supplier may face, suffer or incur pursuant to the Consumer Guarantees Act 1993 in relation to any of the Products sold by the Consumer to any consumer
 - (d) The warranty applicable to Products supplied by the Customer shall be limited to the warranty offered by the Supplier
 - (e) Except as provided herein the Supplier has no obligation to the Customer or its customers for sales by the Customer to its customers and the Customer will be responsible for all warranties, representations, and terms of sale it enters into with the Customer's customers

- 5.2 Where the Customer acquires products other than that for the purpose of its business (or if the Consumer Guarantees Act 1993 applies for any reason notwithstanding clause 5.1), then the limitations and exclusions of liability in this clause 5 shall be subject to the Consumer Guarantees Act 1993.
- 5.3 The Supplier warrants the goods or service performed to the extent only it has manufactured the goods or performed the service against faulty materials or workmanship (or Both) for a period of 90 days after delivery of the goods or performance of the service as the case may be provided always:
- All claims under this warranty are received within 90 days after delivery of the goods or performance of service
 - The Customer gives the Supplier notice of any defect in the goods or performance of the service within 3 days of such defect becoming apparent
 - The Customer has maintained and operated the goods in accordance with good industry practices
 - The Customer has complied with all specific recommendations of the Supplier
- 5.4 The Supplier will only be responsible for the replacement or the repair of faulty materials or workmanship (including faulty workmanship provided under this warranty).
- 5.5 Any such repair will be done at such a place as the Supplier may specify. The Customer is responsible for cartage or delivery as may be necessary of the goods (or any part thereof) or any goods the subject of services performed to and/or from the place specified.
- 5.6 This warranty will not apply if the goods are repaired by any person not authorised by the Supplier to do such repairs or if the goods are used other than for the purpose for which they were intended.
- 5.7 This warranty does not cover any specifications or requirements tendered to the Supplier by the Customer it being the Customer's exclusive responsibility to ensure that the goods or services supplied under this contract will be satisfactory to meet the specifications or requirements (or both).
- 5.8 This warranty is exclusive and all other warranties descriptions representations or conditions as to fitness or suitability for any purpose, tolerance to any condition, merchantability or otherwise whether of like nature or not and whether expressed or implied by law trade custom or otherwise are expressly excluded.
- 5.9 The total liability Of the Supplier whether in contract tort or Otherwise for any loss damage or injury arising directly or indirectly from any defect in or non-compliance of the goods or services or any part thereof or for any other breach of any Obligation under this contract or in respect of any other matter whatsoever will not in any event exceed the price of the goods or service (or the part thereof as the case may be) upon which such liability is based
- 5.10 The Supplier shall not be liable for any consequential indirect or special damage or loss of any kind nor is the Supplier liable for any damage or loss caused by the Consumers servants agents' buyers or any other person howsoever.
- 5.11 The Customer hereby indemnifies the Supplier and shall keep the Supplier indemnified from and against all losses, cost, penalties, liabilities, or expenses suffered or incurred by the Supplier as a result of or arising out of the Customer's breach or attempted breach of this Agreement.
- 5.12 Any claim by the Customer against the Supplier must be notified to the Supplier within 90 days from delivery of the goods and service.
- 5.13 The Supplier shall have no liability to the Customer if the Supplier is unable to perform its obligations due to events outside the Supplier's control
- 5.14 Where the products or any of them are subject to an express warranty given by the manufacturer or the parties supplying the same to the Supplier in either case being a warranty upon which the Supplier relies, then the terms of such express warranty shall be deemed to be incorporated herein but without creating any privity of contract between the Customer and such manufacturer or wholesaler to the Supplier and in such case where a claim is made by the Customer under such warranty the judgment of the manufacturer or wholesaler as the case may be, as to whether or not there has been a breach of the said warranty shall be final and binding upon the Supplier and Customer.
- 5.15 The Supplier shall not be liable for any consequential indirect or special damage or loss of any kind, nor is the Supplier liable for any damage or loss caused by the customers servants agents' buyers or any other persons howsoever. The customer shall indemnify that Supplier (and each severally its servants' subcontractors and agents) against any claims by the customer's servants' agents' customers or other persons whether similar to the foregoing or not in respect of any loss damage or injury arising from any defect in or non-compliance of the goods or service (or any part thereof) or in respect to any other matter whatsoever.
- 5.16 The supplier shall not be liable from providing services by reason of any act of God, act of state, riot, insurrection, civil commotion, strike, sanctions, boycott, embargo, adverse weather conditions or any other circumstance (including a network failure) beyond our reasonable control. If such an event occurs, we will use best endeavour to advise you of the existence of the event and the effect of such event on the provision of the services
- 5.17 The provisions of this clause relating to limitation of liability shall extend to:
- All Employees, Agents and Contractors of the Supplier and
 - All entities associated with the Supplier

6. ASSIGNMENT

- 6.1 The Supplier may assign in whole or in part this contract or all or part of any debt due to the Supplier hereunder.

7. PRICES

- 7.1 All prices are net and do not include goods and services tax. The price shall be the current list price in force or current quoted price at the time of delivery or performance

as applicable. The Supplier reserves the right to amend the list price at any time without notice.

8. SEVERABILITY

- 8.1 If any provision of these conditions is invalid, illegal or unenforceable, it will be severed and all other provisions will remain in full force and effect.

9. CREDITS/RETURNS/CANCELLATIONS

- 9.1 The Customer shall not return any products after 10 days from delivery, and any returns within this period are subject to clause 9.2
- 9.2 Any credits sought for products returned under clauses 9.1 are at the supplier's discretion and:
- must be returned by the Customer within 10 days of delivery
 - the Customer shall bear all costs of return freight
 - the products must be in good saleable condition in the manufacturers or suppliers' original containers, unsoiled and undamaged
 - no products which have been specifically manufactured by the Supplier at the request of the Customer may be returned
 - procured products or products sold on a special are not returnable
 - the products must be accompanied by the number and date of the supplying invoice
 - the returned products will be subject to a handling charge of up to 15% of the net price of the products (excluding GST)
- 9.3 Claims for shortages of products or damage must be in writing and delivered to the Supplier within 48 hours of delivery, quoting the delivery docket number and date of delivery.
- 9.4 No order can be cancelled without the Suppliers prior approval and the Customer shall be liable for any costs and expenses incurred. Only written cancellations or alterations will be accepted. If the contract provides for delivery by instalments, each instalment shall be deemed to be the subject of a separate contract and a non-delivery or delay in delivery of any instalments shall not affect the balance of the contractor or entitle the Customer to cancel the same.

10. RESALE

- 10.1 The Customer agrees that the products sold to it by the Supplier are for its own use and are not to be on sold by the Customer to any entity in the nature of a wholesale, distribution, or retail supply.

11. AUTHORISATION RELATING TO PRIVACY ACT 1993

- 11.1 The Customer acknowledges that the information contained in this application or any other information held by the Supplier relating to the financial standing and/or credit worthiness of the Customer may be disclosed by the Supplier to a third party.
- 11.2 The Customer consents to the Supplier obtaining from any other person a credit report containing personal information about the Customer for the purpose of the Supplier:
- assessing the Customer's application for commercial credit
 - collection of overdue payments in respect of commercial credit provided to the Customer
 - assessing whether to accept the guarantor as guarantor for credit applied for, or provided to the Customer.
- 11.3 The Customer agrees that if the Supplier approves or has approved the Customer's application for credit, this agreement shall remain in force until the credit facility covered by the Customer's application ceases.
- 11.4 The Customer agrees that the Supplier may give to and seek from any other person information about the Customer's credit arrangements for the purpose of assessing, on an ongoing basis the Customer's financial standing and/or credit worthiness.

12. INTERPRETATION

- "Supplier" means TAIERI TECHNOLOGY LIMITED together with its successors and assigns
- "Customer" means the Customer named in the application together with the customers successors, assigns and personal representatives.
- "Products" means any goods and/or services supplied by the supplier.

Headings are for reference only and do not affect the interpretation of any clause.

The singular shall include the plural and vice versa.

Person and Persons include companies, partnerships and other legal entity unless inconsistent with the context.

Reference to the term Customer includes the Guarantor(s) (if any).