

Terms & Conditions of Sale and Credit

1. Definitions

- 1.1 "Cash Sale" means any supply of Services made in accordance with this Agreement without credit.
- 1.2 "Credit Sale" means any supply of Services made in accordance with clause 6.
- 1.3 "the Company" means **ISL Limited**, or any agents or employees thereof.
- 1.4 "Customer" means the customer, any person acting on behalf of and with the customer's authority, or any person purchasing goods and services from the Company.
- 1.5 "GST" means goods and services tax as that term is defined in the Goods and Services Tax Act 1985.
- 1.6 "Parts" means parts supplied by the Company.
- 1.7 "Price" means the cost of Services as provided for in a Quote or as agreed between the Company and the Customer, subject to clause 4 of this Contract.
- 1.8 "Quote" means a Quote for Services made in accordance with clause 5 of this Contract.
- 1.9 "Services" means all services provided by the Company to the Customer.

2. Acceptance

- 2.1 Any instructions the Customer gives the Company in relation to the supply of Services shall constitute acceptance of the terms and conditions herein.

3. Collection and use of Information and Emailing

- 3.1 The Customer authorises the Company to collect, retain and use any information about the Customer or for the purposes of assessing the Customer's credit worthiness, enforcing any rights under any agreement entered into subject to the terms and conditions herein, or marketing any Services provided by the Company to any other party.
- 3.2 The Customer authorises the Company to disclose any information obtained to any person for the purposes of clause 3.1 of this Contract.
- 3.3 Where the Customer is a natural person, the authorisations made under clauses 3.1 and 3.2 of this Agreement are consent for the purposes of the Privacy Act 1993.
- 3.4 The Customer is deemed to have provided consent to receive electronic messages unless this consent is expressly withdrawn.

4. Price

- 4.1 If no price is stated in writing or agreed to orally the Services shall be deemed to be sold at the current price that the Company supplies such Services at the time of the supply of the Services.
- 4.2 The Price may be increased by the amount of any reasonable increase in the cost of supply of Services that is beyond the control of the Company between the date of the Quote and the provision of the Services.
- 4.3 The Price may be increased to include any insurance or handling costs incurred by the Company.
- 4.4 GST will be charged in addition to the Price.

5. Quotations

- 5.1 Where the Company provides a Quote for the supply of Services, the Quote shall be:
 - 5.1.1 valid for one month from the date of issue; and
 - 5.1.2 exclusive of GST unless specifically stated to include GST;
- 5.2 Any Services required in addition to those specified in the Quote will be invoiced to the Customer and must be paid for by the Customer in accordance with clause 7 of this Contract.
- 5.3 The Company reserves the right to increase the Quote without notice, where unforeseen circumstances require variation of the proposed installation procedure.

6. Credit Sales

- 6.1 Where the supply of Services is not a Cash Sale, the Customer must, if the Customer has not already done so, complete a Credit Application.
- 6.2 In completing a Credit Application, the Customer warrants that the:
 - 6.2.1 information provided in the Credit Application is true, accurate and complete in all material respects; and
 - 6.2.2 Customer is authorised to complete the Credit Application.
- 6.3 The Company may, at its sole discretion, terminate any credit arrangement, whether or not the Customer has completed a Credit Application.
- 6.4 Where any credit arrangement is terminated any amounts owing are payable in accordance with clause 7.1 as if the supply of Services was a Cash Sale.
- 6.5 Payment for Services shall be made in full on or before the 20th day of the month following the issue of an invoice ("the Due Date").

7. Payment

- 7.1 Payment for Cash Sales is due in full on or before completion of the Services.
- 7.2 If the Customer does not hold a credit account with the Company the Customer shall pay a deposit when the Quote is accepted by the Customer.
- 7.3 Any deposit paid (or instalment paid in accordance with clause 7.5) is not refundable unless the Company provides the Customer with written notice that the Company has cancelled the Contract.
- 7.4 In the event that the agreement is cancelled, any refund of the deposit will be made quantum meruit.

- 7.5 The Company may, at its sole discretion, regardless of whether the Customer holds a credit account with the Company, require payment or payments in advance, or on a progress payment basis, on account of Services. Such installment payments will be payable in accordance with clause 7.3 of this Contract.
- 7.6 The Company may, at its sole discretion, charge interest on any amount owing after the Due Date at the rate of 2.0% per month or part thereof.
- 7.7 Any expenses, disbursements and legal costs incurred by The Company enforcing any of its rights contained in this agreement shall be paid by the Customer, including any fees charged by a solicitor or debt collection agency and all solicitor to client costs.
- 7.8 Receipt of a cheque, bill of exchange, or such other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

8. Agency

- 8.1 The Customer authorises the Company to contract either as principal or agent for the provision of the Services that are the subject of this Contract.
- 8.2 Where the Company enters into a contract of the type referred to in Clause 8.1 that contract shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract.

9. Acceptance of Services

- 9.1 The Customer shall be deemed to have accepted the Services unless the Customer notifies the Company otherwise within 7 days of provision of the Services to the Customer.

10. Liability

- 10.1 Except as otherwise provided in this agreement or by statute, the Company shall not be liable in contract, tort or otherwise for any loss, damage, or injury beyond the value of the Services provided by the Company to the Customer; and the Customer shall indemnify the Company against all claims of any kind whatsoever, however caused or arising without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of the Company or otherwise, brought by any person, other than the Customer, in connection with any matter, act, omission, or error by the Company, its agents or employees in connection with the Services.
- 10.2 The Customer by ordering any Services from the Company is relying upon its own decision as to the suitability of the same for its purposes.
- 10.3 The Company shall have no liability for the operation or effectiveness of any Parts supplied.

11. Consumer Guarantees Act

- 11.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded as the Customer is acquiring the Services from the Company for the purposes of a business in terms of sections 2 and 43 of that Act.

12. Guarantee and Warranty

- 12.1 No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Services or any Parts supplied.

13. Parts

- 13.1 The ownership of Parts delivered to the Customer or its agent shall not be transferred until payment in full for all Parts supplied and Services provided has been received by the Company in accordance with the terms of this agreement.
- 13.2 Where the Customer has not paid for any Parts in its possession, or has not paid the Company in full for all Parts and Services provided to the Customer the property in such Parts shall remain with the Company and:
 - 13.2.1 the Parts shall be held by the Customer as bailee
 - 13.2.2 if the Parts are attached, fixed, or incorporated into any property of the Customer, title in the Parts shall remain with the Company until the Customer has made payment in full for all the Parts, and where those Parts are mixed with other property so as to be part of, or a constituent of any new property, title to that new property shall be deemed to be assigned to the Company as security for the full satisfaction by the Customer of the full amount owing to the Company; and
 - 13.2.3 if any Parts are supplied to the Customer the Customer does not have the rights to sell such Parts.
- 13.3 The Customer gives irrevocable authority to the Company to enter any premises occupied by the Customer, at any reasonable time, to remove any Parts supplied to the Customer if the Company is owed money for the supply of Parts or Services to the Customer. The Company shall not be liable for costs, damages or expenses or any other losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or in any way whatsoever.
- 13.4 The Company, may at its sole discretion, register a Financing Statement (as that term is defined in section 135 of the Personal Property Securities Act 1999 ("the PPSA")) in respect of any Parts in which it retains title or as security for any monies payable under this agreement.
- 13.5 The Company's failure to register a Financing Statement shall not be deemed to be a waiver of any of The Company's rights under this agreement.

13.6 If the Company registers a Financing Statement the Customer waives the Customer's right to be provided with a copy of the Verification Statement (as that term is defined in section 135 of the PPSA) following such registration.

14. Cancellation

14.1 The Company shall, without liability, and without any prejudice to any other right it has in law or in equity, have the right without notice to suspend or cancel in whole or in part any agreement for the supply of Services to the Customer if the Customer:

14.1.1 fails to pay any money owing after the Due Date; or

14.1.2 commits an act of bankruptcy as defined in the Insolvency Act 2006; or

14.1.3 being a company, goes into liquidation whether voluntary or compulsory or does anything or fails to do anything that would allow a receiver or manager to be appointed, or a receiver or manager to take possession of any of the Customer's assets, or which would entitle any person to present an application for winding up or is wound up or dissolved or placed under statutory management or enters into a scheme of arrangement with its creditors or any class thereof.

14.2 Any cancellation or suspension under clause 14.1 of this agreement shall not affect the Company's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this agreement or the customer's obligations to the Company under this agreement.

15. Guarantee

15.1 In consideration of the Company providing credit to the Customer the Guarantor covenants and agrees with the Company to indemnify the Company against any losses it suffers by non payment by the Customer or any breach of the obligation of this agreement by the Customer.

16. Miscellaneous

16.1 The Customer shall not assign all or any of its rights or obligations under this Agreement without the Company's written consent.

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

16.3 Any copyright in drawings, specification or other technical information provided by the Company is vested in the Company.

16.4 The Company's failure to enforce any of the terms and conditions contained herein shall not be deemed to be a waiver of any of the Company's rights and obligations under this Contract.

16.5 The law of New Zealand shall apply to this Agreement except to the extent expressly negated or varied by this agreement.

16.6 Where the terms of this agreement are at variance with the order or instruction from the Customer, these terms and conditions of sale and credit shall prevail.

16.7 If any provision of this agreement shall be invalid, void or illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudice or impaired.

16.8 The Company shall be entitled to vary the terms of this agreement from time to time by publishing the same on the Company's website and variations shall be effective from the date of publication on the website. No variation of this agreement by the Customer shall be accepted unless confirmed in writing by a director of the Company.

The Customer's Signature

signature

name

position

date

The Guarantor's signature

signature

name

position

date