

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "we", "us" and "our" shall mean and refer to Auckland Lock Services Limited, or any agents or employees thereof.
- 1.2 "you" and "your" shall mean the customer, any person acting on behalf of and with the authority of the customer, or any person purchasing goods from us.
- 1.3 "Goods" shall mean all goods, chattels, or services, provided by us to you, and shall include without limitation the supply of security equipment and all charges for labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of goods by us to you.
- 1.4 "Price" shall mean the cost of the goods as agreed between us and you subject to clause 4 of this contract.
- 1.5 "Security interest" shall mean a security interest as defined in Section 17 of the Personal Property Securities Act 1999.

2. ACCEPTANCE

- 2.1 Any instructions received by us from you for the supply of goods shall constitute acceptance of the terms and conditions contained herein. These terms and conditions shall apply to future orders you make with us and any terms or conditions to the contrary of these terms and conditions shall not apply.
- 2.2 None of our agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by us in writing nor are we in any way bound by any such unauthorised statements.

3. COLLECTION AND USE OF INFORMATION

- 3.1 You authorise us to collect, retain and use any information about the customer, or for the purpose of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any goods and services provided by us to any other party.
- 3.2 You authorise us to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where you are a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 All prices are exclusive of GST, freight costs and any other applicable taxes and duties and may be subject to increase due to exchange rate fluctuations and such items and increases are payable in addition to the price.
- 4.2 Where no price is stated in writing or agreed to orally the goods shall be deemed to be sold at the current amount as such goods are sold by us at the time of the contract.
- 4.3 We reserve the right to increase the charges set out to allow for any increases in operating costs such increase to be notified in writing with the amount and date from which the increase shall apply. Quotations for such charges apply only at the date of contract and are likewise subject to change by notification.
- 4.4 The price may be increased by the amount of any reasonable increase in the cost of supply of the goods that is beyond the control of us between the date of the contract and delivery of the goods.

5. PAYMENT

- 5.1 Payment for goods shall be made in full on or before the 20th day of the month following the date of the invoice ("due date").
- 5.2 We may render invoices on a progressive basis for equipment installed, equipment which is delivered to your premises for installation and equipment which is specifically ordered on your instructions and held at our premises pending installation. Where any progress invoices are rendered, payment by the due date is a condition precedent to the supply of any further equipment or services by us.
- 5.3 Interest may be charged on any amount owing after the due date at the rate of 20% per annum, and shall be calculated on a daily basis.
- 5.4 Any expenses, disbursements and legal costs incurred by us in the enforcement of any rights contained in this contract shall be paid by you, including but not limited to solicitor's fees on a solicitor-client basis or debt collection agency fees.
- 5.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.6 You must make payment of all prices and charges without set-off or deduction of any kind.

6. QUOTATION

- 6.1 Where a quotation is given by us it:
 - 6.1.1 is valid for thirty (30) days from the date of issue; and
 - 6.1.2 shall be exclusive of Goods and Services Tax unless specifically stated to the contrary; and
 - 6.1.3 maybe withdrawn at any time before acceptance; and
 - 6.1.4 is upon the basis that reasonable access to the property or premises is available to perform our obligations. If such access is not available an extra charge for handling may be added;
 - 6.2 Where goods are required in addition to the quotation the customer agrees to pay for the additional cost of such goods.
 - 6.3 You must provide us with unrestricted access to your premises during normal business hours to enable us to install security equipment.
 - 6.4 You warrant that the structure of the premises is sound and will sustain the installing of the security equipment and incidental work.
- ## 7. RISK
- 7.1 The goods remain at our risk until the delivery to you, but when title passes to you pursuant to clause 9.1 of this contract the goods are at your risk whether delivery has been made or not.
 - 7.2 Delivery shall be made to the place indicated by you and if no place shall be indicated then delivery shall be made to your premises. Delivery of goods shall be deemed complete when Auckland Lock Services gives possession of the goods for delivery to the customer, or possession of the goods is given to a common carrier, or other bailee for the purposes of transmission to the customer. If you fail or refuse to take or accept delivery then the goods shall be deemed to be delivered when we were willing to deliver them or when 14 days have elapsed after the date of notification that the goods are ready for dispatch in accordance with this contract.
 - 7.3 The time agreed for delivery shall not be an essential term of this contract unless you give written notice to us making time of the essence.
 - 7.4 Where we deliver goods to you by instalments and we fail to deliver one or more instalments you shall not have the right to repudiate the contract but shall have the right to claim compensation as a severable breach.

8. AGENCY

- 8.1 You authorise us to contract either as principal or agent for the provision of goods that are the matter of this contract.
- 8.2 Where we enter into a contract of the type referred to in clause 8.1 it shall be read with and form part of this agreement and you agree to pay any amounts due under that contract.

9. TITLE

- 9.1 If the goods are ascertained and in a deliverable state, title in the goods passes to you when you have made payment for all goods supplied by us.
- 9.2 Where you have not paid for any goods in your possession property in such goods shall remain with us and:
 - 9.2.1 The goods shall be held by you as bailee; and
 - 9.2.2 If the goods are attached, fixed, or incorporated into any of your property, title in the goods shall remain with us until you have made payment for all goods, and where those goods are mixed with other property so as to be part of or a constituent of any new goods, title to these new goods shall be deemed to be assigned to us as security for the full satisfaction by you of the full amount owing between us and you.
- 9.3 You give irrevocable authority to us to enter any premises occupied by you, at any reasonable time, to remove any goods not paid for in full by you. We 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 otherwise in any way whatsoever.

10. LIABILITY

- 10.1 Except as otherwise provided by statute we shall not be liable for:
 - 10.1.1 any loss or damage or injury of any kind whatsoever whether suffered or incurred by you or another person whether such loss or damage or injury arises directly or indirectly from goods or services or advice provided by us to you and without limiting the generality of the foregoing of this clause we shall not be liable for any consequential loss or damage or injury of any kind including without limitation any financial loss; and

10.1.2 any loss, damage, or injury beyond the value of the goods provided by us to you in contract, or in tort, or otherwise.

- 10.2 You shall indemnify us against all claims of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of our negligence or the infringement of any letters patent, trademark, trade name, copyright or other similar right to which any specification or information supplied by you might be subject or otherwise by any person in connection with any matter, act, omission, or error by us, our agents or employees in connection with the goods or this contract.
- 10.3 All claims must be received by us within 48 hours of either delivery of the goods or when you should have become aware of facts which might give rise to a claim.
- 10.4 This exclusion does not limit any rights which you may have under the Consumer Guarantees Act 1993.

11. GENERAL LIEN

- 11.1 You agree that we may exercise a general lien against any goods or any property belonging to you that is in our possession for all sums outstanding under this contract and any other contract to which the customer and company are parties.
- 11.2 If the lien is not satisfied within 7 days of the due date we may having given notice of the lien at our option either:
 - 11.2.1 Remove such goods or property and store them in such a place and in such a manner as we shall think fit and proper and at the risk and expense of the customer; or
 - 11.2.2 Sell such goods or property or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

12. CONSUMER GUARANTEES ACT

- 12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where you acquire goods or services from us for the purposes of a business in terms of section 2 and 43 of that Act.
- 12.2 If the Consumer Guarantees Act applies to any supply of goods by us to you:
 - (a) you will have certain rights under the Act in relation to the supply; and
 - (b) nothing in these conditions limits those rights and these conditions will apply only to the extent that they are not inconsistent with those rights.

13. WARRANTY

- 13.1 No representation, condition, warranty or promise expressed or implied by law or otherwise applies to goods or services except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.
- 13.2 We will pass on to you the benefit of any warranty given by our suppliers or a third party such as the manufacturer in respect of materials.

14. CANCELLATION

- 14.1 Auckland Lock Services shall, without any liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or in part any contract for the supply of goods or services to the customer if the customer fails to pay any money owing after the due date or if any of the following occur:
 - 14.1.1 You commit an act of bankruptcy as defined in section 19 of the Insolvency Act 1967; or
 - 14.1.2 You receive notice of any winding up proceedings against you pursuant to the Companies Act 1993; or
 - 14.1.3 You are put into receivership; or
 - 14.1.4 You receive notification that any other person intends to put you into receivership; or
 - 14.1.5 You appoint a liquidator by directors' / shareholders' resolution or a liquidator is appointed.

14.2 Any cancellation or suspension under clause 14.1 of this agreement shall not affect our claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract or your obligations to us under this contract.

15. MISCELLANEOUS

- 15.1 You shall not assign all or any of its rights or obligations under this contract without our written consent.
- 15.2 We shall not be liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
- 15.3 Failure by us to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.
- 15.4 Where the terms of this contract are at variance with the order or instruction from you, this contract shall prevail.
- 15.5 If you are a company or trust, the director(s) or trustee(s) signing this contract jointly and severally guarantee to us the payment of the balance of your credit facility from time to time, and the payment of any and all other monies now or hereafter owed by you to us. Any personal guarantee made by any party shall not exclude you in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and customer shall be jointly and severally liable under the terms and conditions of this contract.
- 15.6 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.7 We shall not be liable to you for any delay or failure to perform our obligations due to a matter beyond our control.
- 15.8 You acknowledge that all signs and stickers remain our property and that we have the right to remove them upon termination of the contract.

16. CONTRACTING OUT OF PPSA RIGHTS

- 16.1 You agree that nothing in sections 114(1)(a), 117(1)(c), 133 and 134 of the Personal Property Securities Act 1999 ("PPSA") will apply to this contract, or the security under this contract.
- 16.2 You agree to waive your right to do any of the following:
 - 16.2.1 receive a statement of account of the proceeds of sale of collateral under section 116 of the PPSA;
 - 16.2.2 recover any of the surplus proceeds of sale of collateral under section 110 of the PPSA;
 - 16.2.3 object to our proposal to retain any Personal Property under section 121 of the PPSA;
 - 16.2.3 not have Goods damaged when we remove an accession under section 125 of the PPSA;
 - 16.2.4 receive notice of the removal of an accession under section 129 of the PPSA;
 - 16.2.5 apply to the Court for an order concerning the removal of an accession under section 131 of the PPSA;
 - 16.2.6 to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to any security interest that may be created by this contract.

17. COLLATERAL

- 17.1 For the avoidance of any doubt it is hereby agreed that you shall give and we shall take a security interest in all equipment including but not limited to security equipment supplied to you by us now and in the future, and that security interest shall remain until payment is made for all goods supplied by us.

18. CONTRACTING OUT OF PPSA RIGHTS

- 18.1 We may assign the benefit of this agreement without your consent. This agreement is personal to you and you may not assign or otherwise transfer to any other person this contract or any interest under this agreement without our consent.

19. RETURN OF GOODS

- 19.1 The customer shall be deemed to have accepted the goods unless the customer notifies Auckland Lock Services within 14 days of delivery of the goods to the customer.
- 19.2 No goods will be accepted for return by us without prior approval.
- 19.3 All goods must be returned to us in as new condition with freight paid by the customer. On return the customer shall pay a re-stocking fee equivalent to 25% of the value of the goods returned to us. Goods returned must show the original invoice number and date of supply.