

- 1. DEFINITIONS**
- 1.1. "We", "us" and "our" shall mean and refer to Anglo Tasman Ltd, 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 and / or installation and / or repair of parts or supply of electrical work as the case may be 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.
- 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, installation and any other applicable taxes and duties and may be subject to increases 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. Charges for electrical work such as installation / repair / manufacture are based on wages, related costs and general costs existing at the date of this contract and 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.
- 4.5. Any goods or services at all times are offered subject to availability.
- 4.6. You agree that any special requirements or unusual uses for goods or services will be notified to us in writing.
- 4.7. Unless otherwise stipulated, all references to dollars are references to the lawful currency of New Zealand.
- 4.8. Unless otherwise notified in writing to us, any goods ordered are of standard design and we shall not be obliged to comply with tender specifications of minor importance to the operation of the Goods
- 4.9. Any technical assistance provided to you by us shall be at your expense, unless otherwise agreed in writing between us.
- 5. PAYMENT**
- 5.1. Payment for goods shall be made in full within 7 days from the date of invoice unless otherwise stated.
- 5.2. Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3. 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 any reasonable solicitor's fees or debt collection agency fees.
- 5.4. Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5. We reserve the right to treat each separate delivery of goods or services as a separate contract to be paid for as if it were a separate order.
- 5.6. You will make all payments due to us in full without deduction or set off and will pay GST and any other government duties, levies or taxes in respect of the goods or services.
- 5.7. Where we have agreed to extend credit to you, payment for goods is due to be paid in full by the 20th month following supply or as we in our sole discretion consider appropriate.
- 5.8. Where we have agreed to extend credit to you, the credit limit will be advised by us and we may vary the credit limit from time to time. If we extend further credit beyond the credit limit, you may be required to enter into further documentation.
- 5.9. We may, at any time, or from time to time without reason, refuse to extend any further credit without assigning any reason, refuse to extend any further credit or require further guarantees.
- 5.10. Notwithstanding any other clause, all payments shall immediately become due to us and we may immediately terminate your account and any credit contract if you refuse to accept delivery of any goods or services, become insolvent, commit an act of bankruptcy, or if a receiver, liquidator or statutory manager is appointed in relation to you, or if you make or attempt to make an arrangement or composition with creditors or if we believe on reasonable grounds that you cannot pay for the goods or services.
- 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. may be withdrawn at any time before acceptance; and
- 6.1.4. applies only to the cost of supply and installation of equipment.
- 6.1.5. is upon the basis that reasonable access to the property or premises is available where it includes the cost of delivery to the property or premises. If such access is not available an extra charge for handling will be added;
- 6.2. Documents forming part of quotations and containing illustrations, drawings or weights and dimensions or other similar information are approximate only unless expressly warranted as correct. We reserve our proprietary rights and copyright in and to estimates and drawings which shall not without our consent be made available to any third party;
- 6.3. Any performance figures given by us are based on our estimates which we expect to obtain during testing. Unless guaranteed in writing no undertaking or warranty is given that such figures will be obtained and our liability in that event shall be strictly limited to the terms of the written guarantee.
- 6.4. Unless we have measured the structure at your request for the purposes of this quotation the sizes in the quotation are based upon the specifications supplied by you and additional costs arising from any inaccuracy of such specification shall be payable by you;
- 6.5. We are not responsible for installation or commissioning of the goods supplied nor for any ancillary services such as external and interconnecting wiring, cabling or pipe work necessary for the operation of the goods unless expressly agreed in writing.
- 6.6. Where goods are required in addition to the quotation the customer agrees to pay for the additional cost of such goods.
- 6.7. We shall not be liable for any loss caused as a result of any clerical, typing or other errors made in relation to any tender or quotation which errors shall be subject to our correction and the corrected tender or quotation shall apply.
- 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 at the place indicated by you and if no place shall be indicated then delivery shall be made at your premises. 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.
- 7.5. We will not be responsible for the unloading of goods at the point of delivery.
- 7.6. Freight and transit insurances must be paid by you unless specified to the contrary.
- 7.7. Unless otherwise agreed in writing, delivery shall be deemed to be effective upon the transfer of possession of goods to you.
- 7.8. Where you have nominated an address in writing, delivery shall be to that address. If this address is unattended or delivery cannot be effected due to any act beyond our control, we may store the goods at your risk and expense and take any other steps we consider appropriate.
- 7.9. All claims for deficiency, shortage or damage during delivery must be made to both the carrier and to us immediately and at the latest within 3 days of date of delivery of the goods or services.
- 7.10. Our only liability for shortage or damage is limited to making up shortage and repair or replacement of damaged goods or deficient services. We will not be liable for any consequential loss or damage resulting from shortage, deficiency or damage.
- 7.11. Delivery dates are not to be treated as a condition of sale. We have the option to cancel, suspend, or delay delivery of the goods or services ordered in the event of and during war, force majeure, control, restraint, direction or request of or by a Government, Government department, Ministry or Board, strikes, lockouts, disputes, accidents to our works, plant or machinery, or in any other circumstances beyond our control.
- 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 of 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 title in such goods shall remain with us and:
- 9.2.1. The goods shall be held by you as bailee and you are deemed to be in a fiduciary relationship with us; and
- 9.2.2. You must store the goods so that they can be readily identified as belonging to us; and
- 9.2.3. If prior to acquiring property in any goods, you sell or purport to sell the goods, you shall be deemed to be selling as our agent and shall hold as trustee for and hand over to us the claims you have against each buyer in respect of sale.
- 9.2.4. 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 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. For any loss, damage, or injury beyond the value of the goods provided by us to you in contract, or in tort, or otherwise; and
- 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 14 days of either delivery of the goods or when you should have become aware of facts which might give rise to a claim
- 10.4. Unless otherwise stated in these terms and conditions, if Anglo Tasman is in any way found liable for an insured risk then our liability is limited to the amount of the insurance monies, less any deductibles, received in our hands and available for meeting such liability. However, this clause does not apply if Anglo Tasman is not liable at all by virtue of other terms and conditions of these terms and conditions.
- 11. CONSUMER GUARANTEES ACT**
- 11.1. 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. WARRANTY**
- 12.1. No representation, condition, warranty or premise expressed or implied by law or otherwise applies to goods and services except where expressly stated in this contract.
- 12.2. 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.
- 13. SECURITY INTERESTS**
- 13.1. You agree that these terms and conditions create a security interest (as defined in the Personal Property Securities Act 1999 or "PPSA") in all present and after acquired Goods (excluding any services supplied as part of those Goods) as security for all your obligations to us.
- 13.2. You agree to give Anglo Tasman a General Security Interest in all of the Customer's present and after-acquired property that Anglo Tasman has performed services on or to in which Products or Materials supplied or financed by Anglo Tasman have been attached or incorporated - further as additional security the Customer/Guarantor give(s) Anglo Tasman a security interest on all their present and after acquired property as well with rights to appoint Receiver(s) for the collection at its sole discretion, under Receiverships Act 1993, treating this application as 'General Security Agreement' signed by the Customer/Guarantor with full secured party security interests, rights & benefits in all of the assets and undertakings of the Customer/Guarantor to Anglo Tasman.
- 13.3. You agree that as signatories to this application hereby expressly agree to subordinate any PPSR registered in their personal names; their other company names or their trusts' names to that of Anglo Tasman and declare that they have authority to agree for this subordination.
- 13.4. You agree to sign a General Security Agreement (GSA) for filing with Companies Office under the Personal Property Securities Register (PPSR) which includes present and after acquired entitlement under a Personal Money Security Interest (PMSI) as security granting "super-priority" over certain collateral and agrees that the PMSI has attached to all goods supplied now or in the future to the Customer and that the attachment of the PMSI has in no way been deferred or postponed from the date recorded herein.
- 13.5. You waive your right to receive a copy of any verification statement(s) under the PPSA and that as between you and us, you agree it will have no rights under sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 127, 129, 131, 132, 133 and 134 of the PPSA.
- 13.6. You agree that where we have rights in addition to those in Part 9 of the PPSA, those rights will continue to apply, and in particular, will not be limited by section 109 of the PPSA.
- 13.7. You agree to indemnify us for any cost we incur in registering, maintaining, discharging and/or enforcing the security interest created by these terms and conditions.
- 13.8. You agree that you will immediately notify us of any change in your trading name.
- 14. CANCELLATION**
- 14.1. We shall, without any liability, and without any prejudice to any other right we have 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 to you if you fail 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 sections 17 to 28 of the Insolvency Act 2006; 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 13.1 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 your 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. We may amend any of the terms and conditions contained in this contract from time to time by written notice to you and the amended terms and conditions will apply to all orders and supplies of Goods after such notice is given. No other changes may be made to these terms and conditions without our prior written consent.
- 15.4. 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.
- 15.5. The law of New Zealand shall apply to this contract except to the extent expressly negated or varied by this contract.
- 15.6. Where the terms of this contract are at variance with the order or instruction from you, this contract shall prevail.
- 15.7. 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.
- 15.8. If any provision of this contract shall be invalid, void or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.9. You acknowledge that all signs and stickers remain our property and that we have the right to remove them upon termination of the contract.
- 15.10. Anglo Tasman provides qualified or appropriately skilled employees to complement the clients business. In the event of an employee of Anglo Tasman being employed by you through any party on a permanent, casual or temporary basis, while working on, or within six months of completion of a project or job then a one off fee of 15% of their annual wage or salary offered by you will be invoiced to your company and payment required on a seven day basis. Anglo Tasman reserves the right to withdraw labour from your site at any time, for breaches or concerns of health and safety, non-payment or default in any of the terms & conditions laid out in this document.'
- 16. RETURNS POLICY**
- 16.1. We are not obliged to accept the return of any Goods for Credit. Goods may only be returned for credit with our written agreement. In all such cases, the original invoice or delivery docket must be quoted and return freight must be prepaid by you.
- 16.2. Non-standard goods manufactured by us or goods specifically ordered for you will not be accepted for credit.
- 16.3. We reserve the right to charge a restocking fee for goods accepted on credit.
- 16.4. All goods returned for credit must be in their original pack and in a completely re-sellable condition.
- 16.5. We reserve the right to impose special conditions on the return of cable.
- 17. INTELLECTUAL PROPERTY-CONFIDENTIALITY.**
- 17.1. Our offer, tender or quote and any subsequent contract may contain information for your confidential use. This information may be based on our own design and development work. You are bound not to disclose this information to any third party without our consent in writing.
- 17.2. The supply of goods or services does not constitute a transfer of any of our intellectual property rights in those goods or services.
- 17.3. We do not provide any warranty that the supply and use by you of any of our goods or services does not and will not infringe the intellectual property rights of any third parties.