



## Terms of Trade

### 1. What is the purpose of this agreement?

1.1 This agreement sets out the terms that apply to the relationship between you and your agent(s) and/or principal(s) ("you" and "your") and **A2Z Technology Limited** and our agent(s) ("we", "us" and "our").

### 2. What information about you can we collect?

2.1 You agree to provide us with and allow us to use all information necessary to give effect to this agreement and the provision of our products and performance of our services.

2.2 Unless your consent is withdrawn in writing, you agree to the disclosure of information:

- to give effect to the provision of our products and performance of our services;
- to enforce our obligations under this agreement or any additional agreement;
- when authorised by you or required by law;
- to assess credit worthiness; and
- to market any of our products and services.

2.3 We will comply with the Privacy Act 1993. We will not use your information unless we have reasonably ensured it is accurate, complete, relevant and not misleading. If we give your information to another entity we will do everything reasonably within our power to prevent unauthorised use or disclosure of your information. You may access your information and ask us to correct any mistakes.

### 3. What are our products and services?

3.1 "Product(s)" and "service(s)" means and includes without limitation:

- technology, lighting, audio, video, equipment, components, units, systems, fixtures, fittings, accessories (whether separate, attached to something or the subject of our services) supplied by us;
- sales, supply, distribution, rental, repairs, labour, delivery and installation; and
- agency fees, charges and out of pocket expenses incurred by us,

identifiable in any document or electronic record issued by either party (all of which are deemed to be incorporated into and form part of this agreement) or as ours by marking or manner of storage.

### 4. What is the price?

4.1 The price is the cost of the products and services as agreed between you and us from time to time subject to GST and out of pocket expenses. If no price is stated, the price will be the standard amount at which that we provide the products and services at the time of your request. The price is subject to reasonable change due to variations to the products and services to be provided or circumstances beyond our control such as exchange rate fluctuations.

### 5. What happens when we give you a quote?

5.1 All quotes will be exclusive of GST and remain valid thirty (30) days from the date of the quotation, unless stated otherwise.

5.2 You will be responsible for increased costs resulting from any subsequent changes to a quote due to any inadequate or inaccurate information, request/requirement for additional products and services, variations or delays caused by you or any other party beyond our control.

5.3 You can only accept quotes in writing and we may withdraw a quote at any time prior to your acceptance.

5.4 We may alter the quote due to circumstances beyond our control or clerical or computer error.

### 6. When and how do you pay us?

6.1 You agree to pay us in full and without set-off, deduction, counterclaim or retention:

- for capital items on or before delivery/pick up, unless otherwise agreed;
- for credit account holders - on or before the 20th day following the date of our invoice;
- for those without a credit account - on or before delivery/pick up, unless otherwise agreed;
- interest on any amount you owe after the due date at 2.5% per month/part month;
- expenses incurred as a result of enforcing any of our rights contained in this agreement including PPSR registration, debt collection and legal fees; and
- a deposit may be required.

6.2 You agree to us allocating or reallocating any payment received from you towards any invoice. If no allocation is made then it is deemed to be in such a way that preserves the maximum value of our purchase money security interest in the products.

6.3 If you will pay for the products and services by credit card, we may require a retention of the value of the products and services and deduct the same from your card. All payments by credit card will incur a surcharge of 3% of the value of the invoice.

6.4 You will be responsible for payment if a third party that you expect to pay you or us fails to pay.

### 7. What warranties and limitations apply?

7.1 Manufacturers' and third party warranties (where applicable).

7.2 If you are in trade and/or are a business, you agree that the parties contract out of the Fair Trading Act 1986 and Consumer Guarantees Act 1993 and Sale of Goods Act 1908 to the extent permissible by law.

7.3 Samples shown to you may differ from products provided to you.

7.4 We are not liable for delay or failure to perform our obligations if the cause is beyond our reasonable control, such as supplier delays.

7.5 Subject to applicable insurance and 7.1-7.4, if we are deemed liable for loss or damage of any kind, however arising including from provision of products and services to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract tort or otherwise, our total liability is limited to the value of products and services provided to you.

### 8. What if you wish to make a claim in relation to our products and services?

8.1 Custom made, indent and special order products cannot be returned unless due to fault/defect.

8.2 Subject to 8.1, claims in relation to our products and services are subject to the following:

- for claims relating to faulty/defective products and services, you notifying us within the applicable warranty period and for all other claims, you notifying us within seventy-two (72) hours of delivery;
- the products having been used in accordance with the manufacturer's/our instructions and not having been subject to abuse, neglect, misuse, accident or work by an unauthorised third party;
- repairing or replacing defective products or performing further services at our discretion; and
- a restocking fee equal to 20% of the value of the product will apply.

8.3 Any products the subject of a claim under 8.2 cannot be destroyed or removed from the premises until we have inspected the same or waived our right to do so in writing.

### 9. When will the products and services be provided?

9.1 We will use our best endeavours to deliver the products and services at the time agreed between you and us; however, the time of delivery is not an essential term of this agreement and if you fail to accept delivery then the products will be deemed to be delivered at the agreed time. We may partially deliver products listed in one order and if we fail to deliver an instalment that failure will not give rise to a right of cancellation.

9.2 Delivery is complete when we give the products to you, give the products to a third party carrier, or leave the products at the delivery site or your premises.

9.3 We are responsible and assume risk for the products until delivery in accordance with 9.2 or the passing of ownership under 12.1, whichever comes first.

### 10. For what are you responsible?

10.1 You are responsible for and warrant that you have ensured that information, plans and drawings on which we base our products and/or services are accurate and complete. We are not liable for variations and additions to our products and services where such is the result of inaccuracy or incompleteness and you will be responsible for the cost of additional products and services required to remedy any issues.

### 11. What if you hire products from us?

11.1 The hire fee will be agreed between you and us from time to time. If no fee is agreed, the fee will be the standard amount at which that we lease the products at the start of the hire period. The fee is subject to reasonable change due to variations to the products to be provided or circumstances beyond our control.

- 11.2 The hire period for the products shall start when the products are delivered in accordance with 9.2 and shall continue until we have received the products into our possession. You will be liable for the cost of return and the cost of cleaning the products if returned in a dirty condition, unless agreed otherwise.
- 11.3 During the hire period you will at your expense:
- keep the products in proper working order and maintain the products in good and clean condition, provided that you seek our written consent to all repair work and for such purposes we shall be entitled to possession of the products;
  - take proper care of and use the products in a manner or to such an extent that a reasonable customer would and according to any manufacturer's/our specifications and instructions;
  - be liable for the products until they are received by us and any remedial and/or replacement costs will be your responsibility; and
  - protect the products from loss or damage (except fair wear and tear), abuse and misuse, and will immediately advise us of any damage to the products. You will be liable for any damage to or loss of the products however caused and will pay to us the cost of making good the repair to the products or the cost of replacing the products, whichever is required.
- 11.4 You will not alter, interfere with or modify the products.
- 11.5 You must not deal with the products in any way that is considered detrimental to us. You must not part with possession of or remove the products or any part of the same from the site where they are to be held without our previous written consent. You must not part with possession of the site without giving us at least seven (7) days' written notice of your intention to do so.
- 11.6 You must at all times maintain the products at the location of the site in which the products are installed and must not tamper with or alter any attachments including safety notices.
- 11.7 We insure hireable products for on-land standard use, what the product is designed for, the location it is hired for and nationwide travel. We will provide you with our insurance policy details and any and all additional coverage outside the scope of our standard insurance will be your responsibility. You will not use the products or permit use of the products in such a manner that any insurer of the products will decline a claim or reduce cover.
- 11.8 You irrevocably authorise us or our agent at all reasonable times to periodically enter the site to inspect, repair, maintain and test the products.
- 11.9 We entitled to hold a security interest over any products that you hire for a term longer than one year.
- 11.10 You must comply with all relevant health and safety regulations, requirements and law.
- 12. What ownership and security rights do we have?**
- 12.1 We retain ownership of and hold a security interest in all products until you have paid us in full for all products and services provided to you. While we retain ownership, you will store all products in such a way that our interests are protected and they can be identified as provided by us.
- 12.2 You agree that we hold security interest in all of your present and after acquired property connected with products and services provided to you to the total amount of products and services provided to you, and:
- authorise us to register a financing statement and charge on the Personal Property Securities Register, and provide all information and signatures necessary to effect the same;
  - will not register a financing charge or statement or charge demand in respect of products without our prior written consent;
  - waive your entitlement under s 148 of the Personal Property Securities Act 1999 (PPSA) to receive a copy of a verification statement where we have registered our interest;
  - that both parties contract out of s 114(1)(a), 133 and 134 of the PPSA;
  - waive your rights as listed under s 107(2) of the PPSA; and
  - give us seven (7) days prior written notice of any proposed change in your name or details such as contact information.
- 12.3 Where applicable, we own all existing and new intellectual property rights connected to the products and services.
- 13. What if you want to vary the products and services to be provided?**
- 13.1 All requests and orders are subject to these terms and no products or services may be varied unless both agreed in writing prior to ordering the products from suppliers and within the quotation validity period.
- 14. When can a party cancel this agreement?**
- 14.1 Subject to 14.2-14.5, either party may cancel this agreement at any time by giving fourteen (14) days prior written notice.
- 14.2 We have the right by seven (7) days prior written notice to suspend or cancel wholly or in part this or any agreement for the provision of products and services and/or close your credit account, if you default by:
- failing to pay or indicating you will not pay any sum owing by the due date;
  - any of your creditors seizing or indicating they will seize any products provided to you;
  - products in your possession becoming materially damaged while any amount remains unpaid;
  - being bankrupted, insolvent, under statutory management or put into liquidation;
  - a receiver being appointed over or a landlord possessing any of your assets;
  - a court judgment entered against you remaining unsatisfied for seven (7) days;
  - breaching the terms of this agreement; and
  - an adverse material change in your financial position.
- 14.3 If you default, we may exercise a lien against any products in our possession.
- 14.4 You agree that if you default and the default is not remedied within seven (7) days, we may enter any premises occupied by you to inspect or retrieve any products. You will provide reasonable access to such premises and do all things necessary to give effect to our obligations. We may re-sell any products and credit the net sale proceeds to your account for the invoice value less adjustment for the condition of the products.
- 14.5 Cancellation under 14.1 or cancellation or suspension under 14.2 will not affect either party's claim for any amount due at the time of cancellation or suspension, damages for any breach of obligations under this agreement and any other legal rights either party may have. Upon cancellation of this agreement any amount owed by you for products and services provided up to and including the date of cancellation will become immediately payable and current orders and services will terminate.
- 15. Does a personal guarantee apply?**
- 15.1 If you are a director of a company or the trustee of a trust:
- in exchange for us agreeing to supply products and services and/or grant credit to the company or the trust, you also sign this agreement in your personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes us, and to indemnify us against non-payment and/or default; and
  - any personal liability of you as director or trustee will not exclude the company or trust from the liabilities and obligations contained in this agreement.
- 15.2 A guarantee provided under 15.1 will continue to apply notwithstanding changes to these terms of trade in accordance with 16.8 and/or prior dealings.
- 16. Newsletters & Marketing Emails**
- 16.1 You agree to receiving newsletters, product information, sales and marketing material emails etc. knowing you may unsubscribe at any time.
- 17. What else is agreed?**
- 17.1 We may outsource (contract out) part of the work required to perform our services, you agree to pay for all amounts due in connection with the same.
- 17.2 A failure by either party to enforce any of the terms of this agreement will not be deemed to be a waiver of any of the rights or obligations under this agreement.
- 17.3 Neither party may assign or transfer their rights or obligations under this agreement to any other party without our prior written consent.
- 17.4 If any of these terms are determined to be invalid, void, illegal or unenforceable, the validity, existence, legality and enforceability of the remaining terms will not be affected.
- 17.5 This agreement supersedes all prior agreements, representations and warranties. Any instructions we receive from you and all arrangements between the parties are subject to these terms.
- 17.6 If a dispute arises between the parties either party must notify the other in writing within seven (7) days of the dispute arising. The parties will endeavour to resolve the dispute by negotiation within seven (7) days of receiving notice. If the parties cannot resolve the dispute then each party will have the right to refer the dispute for mediation or arbitration at any time. The arbitration will be undertaken in accordance with the Arbitration Act 1996. The existence of a dispute will not affect either party's claim for any amount due, damages for any breach of obligations under this agreement and any other legal rights either party may have.
- 17.7 Documentation related to this agreement may be served on you by email.
- 17.8 We will notify you of any changes to these terms and publish the same on our website - continued provision of products and services will be subject to your signed or written acceptance of the same. All other variations must be mutually agreed in writing.
- 17.9 This agreement is governed by the laws of New Zealand.