

# BFH SERVICES LIMITED

## TERMS AND CONDITIONS FOR SUPPLY OF GOODS AND/OR SERVICES

### 1. Definitions

“the company” means BFH Services Limited, its servants, agents and sub-contractors.

“the customer” means the person or entity referred to in any quotation issued by the company or any person or entity acquiring goods and/or services from the company.

“goods” means any goods supplied by the company to the customer.

“services” means any services supplied by the company to the customer and includes the installation and commissioning of goods.

2. The goods and/or services are supplied at the price quoted or in the absence of a quote, at the company’s list price and in both cases as invoiced. No quotation issued by the company will be recognised unless it shall be in writing on the company’s usual quotation form and signed by a duly authorised officer of the company. Any amendments or alterations to a quotation issued by the company will not be recognised by it unless in writing and signed by a duly authorised officer of the company.

3. In respect of the supply of goods and/or services, a binding contract shall come into existence upon the customer signifying, whether orally or in writing, its acceptance of a quotation issued by the company, or in cases where no quotation has been issued, upon acceptance of the customer’s order by the company.

4. The company reserves the right to deliver the goods by instalments and each instalment shall be deemed to be a separate contract governed by these terms and conditions. The company undertakes to use all reasonable endeavours to deliver the goods and complete the service within the time agreed or estimated but failure to do so shall not give the customer any right of repudiation or cancellation of the contract to provide goods and/or service or any right of rejection in respect of goods invoiced or any instalments relating to that invoice. The company shall be under no liability whatsoever for any loss or damage including consequential loss or damage howsoever arising if goods and/or services are not supplied by the time agreed or estimated date.

5. The company shall not be liable to the customer or any servants of the customer in respect of any loss or damage whether consequential or otherwise, or any injury, whether personal or otherwise, arising from any cause whatsoever in connection with the supply of goods and/or services by the company.

6. The customer authorises the company to sub-contract to another person, whether in the employ of the company or not, and any such sub-contractor so engaged by the company shall be entitled to the benefit of all limitations of liability, exemptions from liability, defences and immunities contained in these terms to the same extent as the company, and in entering in any agreement subject to these terms the company does so not only on its own behalf but as an agent for any such sub-contractor.

7. In cases where a quotation has been issued by the company, payment in respect of goods and/or service supplied pursuant to that quotation shall be made by the customer to the company in the manner set forth in such quotation, and if no date is specified on the quotation or in any other case, payment in respect of goods and/or services supplied by the company shall be made by the customer to the company by the 20<sup>th</sup> day of the month following the invoice date in respect of the supply of such goods and/or services.

8. In the event that the customer shall fail to comply with its obligations under clause 7 the customer shall on demand being made by the company, pay to the company a default interest charge at a rate equal to the prime rate for an overdraft of \$100,000.00 and over charged by the company’s bankers for the time being, calculated on a daily basis.

9. The customer shall in addition to making payment to the company in respect of the price of goods and/or services supplied, pay to the company any impost in the nature of a value-added tax, consumption tax, goods and services tax, or any sales tax payable on such goods and/or services.

10. In respect of any goods supplied to the customer by the company, risk shall pass to the customer upon delivery, but property in such goods shall remain with the company until the price therefore has been paid in full and until such time as payment has been made in full the customer shall be and remain a bailee at will of such goods.

11. Without limiting its rights under these terms and in particular clauses 9 and 10 in the event that the customer shall make default in paying moneys due to the company by the due date the company may, without giving notice to the customer, suspend all further deliveries due under any contract to the customer and/or cancel any future contract with respect to future deliveries.

12. Without limiting its rights under these terms and in particular clauses 7, 8 and 11 in the event that the customer shall make default in paying moneys due to the company the company shall be entitled, without giving prior notice but during normal business hours, to enter upon the customer’s premises or any other premises where the goods are located and re-take possession of goods in respect of which payment is overdue.

13. Subject to these clauses, and to the extent permitted by statute, the company hereby excludes all liability for any loss, damage, death or injury of any kind whatsoever occasioned to the customer in respect of the supply of goods and/or services by the company including direct, indirect, consequential or incidental loss, damage or injury of any kind howsoever arising.

14. The customer acknowledges that in the event the goods and/or services are being purchased for business purposes, the implied guarantees under the Consumer Guarantees Act 1993 do not apply pursuant to Section 43 of that Act.

15. The customer authorises any third party at any time to make available to the company any information required for the purpose of establishing the creditworthiness of the customer and further authorises the company to collate and retain such information on the customer and to make available such information to any third party enquiring about creditworthiness of the customer.

16. It is agreed that these terms shall constitute the entire contract between the company and the customer and without limiting the generality of the foregoing any terms and conditions set forth in any order or other document submitted to the company by or on behalf of the customer shall be inapplicable and of no effect whatsoever.

17. Any notice to be served upon the customer shall be deemed to have been serviced if sent by ordinary pre-paid post to the customer’s last known address notified to the company and the customer shall be deemed to have received such notice on the next working day after such posting.

18. The obligations and liabilities of the customer under these conditions shall, where the customer comprises more than one person and/or entity bind each such person and/or entity jointly and severally.

19. The contract evidenced by these conditions shall be subject to and construed in accordance with the laws for the time being in force in New Zealand.