

## TERMS & CONDITIONS

### INTERPRETATION

'Terms' means the terms and conditions of sale set out in this document and unless the context otherwise requires includes any special terms and conditions agreed in writing between you and Strata.

'Contract' means a contract for the sale and purchase of goods and/or services arising either from your acceptance of a Sale Quotation or an order submitted by you whether in writing or not and is subject to the Strata Terms and Conditions set out below.

'Goods and Services' means the goods and/or services Strata supplies in accordance with these conditions.

#### 1.0 Agreement

1.1 A contract arises when you have accepted in writing any Sales Quotation given by Strata and Strata agrees to sell and you agree to buy the goods and/or services which are the subject of the contract. No variation to the contract will be binding unless agreed in writing by Strata's authorised representative. You agree that any advice, information or assistance etc provided by Strata's employees to you is given without liability to Strata unless provided in writing by Strata's authorised representative and you agree that you will not rely on such unconfirmed representation.

#### 2.0 Suitability

2.1 You must satisfy yourself as to the suitability for your needs of any goods and/or services which are the subject of a Contract unless Strata has in writing accepted the responsibility to specify and supply any such goods or services. Once you have installed or otherwise used the product, acceptance of the product for its intended use is deemed to have taken place. Strata have no obligation to accept a return of the goods and your obligation to pay any services still remain. Strata will not be liable to you for any losses arising out of or in connection with the supply of such goods and services including any consequential loss or damage of any kind.

#### 3.0 Price & Quotations

- 3.1 The price charged to you is the current price as at the date of delivery unless otherwise agreed in writing. Prices do not include GST unless otherwise stated.
- 3.2 Quotations will not be binding on Strata unless in writing and signed by our authorised representative. Prices quoted are valid only for the period stated in the quotation provided and shall be exclusive of GST unless specifically stated to the contrary. Where no period is stated, the period will be 30 days from and including the date of quotation.
- 3.3 Strata retains the right to increase or decrease a quotation by the amount of any increase or decrease in the costs of materials, transport, labour, customs duty, insurance or any other factors affecting the cost of production and/or delivery and/or installation due to circumstances beyond Strata's control after the date of quotation. Quotations are given by Strata on the basis that reasonable access to the property or premises for delivery 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.
- 3.4 If sizes used in a quotation are based upon the specifications supplied by you, additional costs arising from any inaccuracy of such specifications shall be payable by you.
- 3.5 Strata may withdraw any sales quotation at any time prior to you accepting it in writing.
- 3.6 You are responsible for all additional costs incurred by Strata as a result of any change to a Sales Quotation as a result of any request by you.

#### 4.0 Payment

- 4.1 You must pay the price of the goods and services plus GST (if any) to Strata by the 20th of the month following the date of Strata's invoice unless otherwise agreed in writing. If you do not pay in full after three consecutive months Strata may refer your account to a collection agency. All associated costs and expenses including solicitors costs will be added to the amount due and become payable by you. Strata reserve the right to charge interest on any unpaid amounts at 2.5% per month or part of each month following the payment date.
- 4.2 Receipt of a cheque, bill of exchange or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

#### 5.0 Warranties & Liabilities

- 5.1 While Strata endeavours to provide high quality goods and services, it excludes all warranties, conditions or other terms implied by law including the Sale of Goods Act 1908 and the Consumer Guarantees Act 1993 to the fullest extent permitted by law.
- 5.2 Where any legislation makes void or prohibits a provision excluding or modifying a suppliers liability under such a condition or warranty, then such condition or warranty will be deemed to be included in these terms provided that Strata's sole liability will be limited at its option to any one of the following:
- The replacement of the goods;
  - Or the supply of equivalent goods or services;
  - Or The repair or the goods or services.
- 5.3 You acknowledge that where you are purchasing goods and services for the purpose of a business, the Consumer Guarantees Act 1993 does not apply. Strata shall not be liable to you for any losses arising out of or in connection with the goods and services, including any consequential loss or damage of any kind, and Strata's entire and sole liability under or in connection with the contract shall not exceed the lesser of:
- The price of the goods or services;
  - Or The repair of goods or services;
  - Or The replacement of goods or services.
- 5.4 Strata shall not be liable to you or deemed to be in breach of the contract by reason of any delay in performing or failure to perform its obligations in relation to the goods and services where such delay or failure was due to any cause beyond Strata's reasonable control.
- 5.5 You shall indemnify Strata 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 the negligence of Strata or otherwise, brought by any person in connection with any matter, act, omission, or error by Strata, its agents or employees in connection with the goods and services.
- 5.6 You shall indemnify Strata against all claims of any kind whatsoever however caused or arising as a result of any alteration to or modification of the goods or services carried out by or at the request or direction of you and in respect of which Strata has not first given its written approval.

#### 6.0 Retention of Title

- 6.1 Title in the goods passes to you when you have made payment for all goods and services supplied by Strata.

'Sales and Quotation' means communication whether in writing or verbal to you in respect of any goods and/or services to be supplied by Strata.

'Strata Plastics' means Strata Precision Plastics (2013) Ltd having its registered office at 23 Empire Street, Cambridge.

'Writing' includes fax and email communication.

'You' means the person or organisation whose order for the goods and/or services is accepted by Strata.

6.2 Until payment is received in full, the goods will remain Strata's property and if in your possession will be held by you as bailee indemnifying us against any losses in respect of the goods in the meantime, provided that if the goods or any of them are treated or processed so as to become incorporated into and part of other goods. Strata receive an undivided interest in the legal title to the other goods equivalent to the price of the goods plus any other money owing to Strata. You give Strata an irrevocable licence to, without notice to you, enter upon and if necessary break into any property or building where the goods may be located or may reasonably be expected to be located and take possession of the goods and remove them without being in any way liable to you or any one claiming under you for doing so. You grant to Strata a security interest in the goods and any after-acquired goods including proceeds thereof until payment has been made in full for the goods and services. You agree to provide any further information and enter any further documentation required to enable the perfection of Strata's security interest in the goods pursuant to the Personal Property Securities Act 1999.

#### 7.0 Risk

- 7.1 Subject to clause 6.2, the goods shall remain at Strata's risk until delivery to you.
- 7.2 When title passes to you pursuant to clause 5.1 of this contract, the goods are at your risk whether delivery has been completed or not.
- 7.3 Delivery of goods shall be deemed complete when Strata gives possession of the goods for delivery to you, or possession of the goods is given to a common carrier or other bailee for the purposes of transmission to you. The time agreed for delivery shall not be an essential term of this contract unless you give written notice to Strata making time of the essence.
- 7.4 Where Strata delivers goods to you by instalments and Strata fails to deliver one or more instalments, you shall not have the right to repudiate the contract but shall have the right to claim a refund of purchase money advanced for any undelivered instalments as a severable breach.
- 7.5 Where Strata delivers goods to your premises or the place directed by you for the purposes of installation, all losses arising from destruction, theft or damage to the goods from whatever cause including weather, fire, water, earthquake and accident and whether the goods are wholly or partly installed or left on the site shall be borne by you.

#### 8.0 Return of Goods

- 8.1 You shall be deemed to have accepted the goods unless you notify Strata otherwise within seven days of delivery of the goods to you. You must first obtain the written consent of Strata before the return of any goods is accepted and Strata reserves the right to decline any request for return made by you and in particular in respect of any goods which have been specifically manufactured for you or which Strata in its sole discretion reasonably believes are not easily saleable to a third party.
- 8.2 If Strata accept return of the goods in accordance with clause 8.1 of this contract, you shall pay for the delivery of the returned goods to Strata. Upon such delivery, you shall be entitled to a credit for the purchase price of any such returned goods provided that the goods are in the same clean, original and unused condition as the goods were at the time of sale and suitable in all respects for resale. You shall be liable to incur a restocking fee of 20% of the purchase price of the returned goods. You will remain liable to Strata for any services rendered by Strata and delivery costs incurred by Strata in respect of the returned goods.
- 8.3 No custom made goods or non-stock items shall be returned by you.

#### 9.0 Privacy

- 9.1 You agree that any information provided to Strata by you in accordance with this contract and pursuant to this contract may be used by Strata and disclosed to any person or company for the purpose of processing your credit application, providing credit references upon request by you or for Strata's business and marketing purposes. You have the right at any time to access your information; request an update or correction of your information.

#### 10.0 General

- 10.1 References to any legislation shall be to that statute or regulation as amended from time to time. Headings are for convenience and shall not affect the interpretation of these terms. If any provision of these terms is held by any competent Authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these terms and the remainder of the provision in question shall not be affected.
- 10.2 Any dispute arising under or in connection with these terms or the contract shall be referred to arbitration by a single arbitrator appointed by agreement or nominated by the president for the time being of the Waikato Bay of Plenty District Law Society.
- 10.3 This contract is governed by the laws of New Zealand and you agree to submit to the non-exclusive jurisdiction of the New Zealand Courts.
- 10.4 You shall not assign all or any of your rights or obligations under this contract without the written consent of Strata.
- 10.5 Strata shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond Strata's control.
- 10.6 Failure by Strata 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 Strata has under this contract.
- 10.7 Where the terms of this contract are at variance with the order or instruction from you, this contract shall prevail.
- 10.8 If you are a company or trust, the directors or trustees jointly and severally guarantee to Strata the payment of the balance of your credit facility from time to time, and the payment of any and all other money now or hereafter owed by you to Strata. 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 you shall be jointly and severally liable under the terms and conditions of this contract.