

In these Terms of Trade we have used "we", "us" and "our" to refer to Robertson NZ Limited and "you" to refer to our customer. By ordering goods from us you agree to these Terms. For the purposes of these Terms, "Goods" means all goods to be provided by us to you and includes any associated services that we may provide to you.

QUOTATIONS

- 1.1 Any quotation provided by us to you is not capable of acceptance and is provided by us on the following basis:
 - a. the Goods to be ordered must be the total number of Goods set out in the quotation;
 - b. the price set out in the quotation is an estimate only. However, we do commit to maintaining the price set out in the quotation subject only to all specifications remaining the same and recovery of additional costs incurred by us due to manufacturer's price increases and exchange rate changes. (Note that the exchange rate is determined by reference to the rate of exchange applicable as at the close of business on the day the quotation is supplied. Please note that should the NZ\$ exchange rate deteriorate from the rate at the time of the quotation then we reserve the right to retender the quotation. As soon as an order is placed and confirmed by us, then the price is fixed and all exchange rate risk becomes ours);
 - c. unless otherwise agreed in writing, prices are quoted exclusive of GST; and
 - d. that these Terms (including our payment terms) will apply in respect of any order placed by you based on our quotation.
- 1.2 You may place an order based on a quotation provided by us to you (including by signing and returning the Quotation Acceptance Form) and on receipt of the order we will advise you within 30 days if we accept your order in accordance with these Terms in our sole discretion.
- 1.3 If we advise you that we accept your order, your order will be binding and you must complete the purchase of all Goods set out in your order and the Goods ordered are not returnable by you (subject to law).
- 1.4 If you have not placed an order within 30 days of receiving our quotation but you wish to proceed with the order, please let us know and we will provide you with a revised quotation. Also, please advise us if there are any changes to the specifications or quantities from that set out in any quotation provided by us to you as a revised quotation will be required (as any changes may affect prices and delivery times).
- 1.5 Notwithstanding clause 1.3, if we (in our sole and absolute discretion) elect to permit you to return the Goods, we may charge you a restocking fee equal to 20% of the price for the Goods.

2. TITLE AND RISK

- 2.1 We shall retain title to Goods we supply until they have been paid for in full and you have performed all your other obligations under these Terms.
- 2.2 Risk in all Goods passes to you when the Goods are collected. You shall insure Goods for their full price, and shall not sell, dispose or part with possession of them or do anything else inconsistent with our ownership of the Goods, from collection until title in them passes to you.

3. PRICE

- 3.1 All prices are plus GST and other taxes and duties, which shall be paid by you.
- 3.2 Unless we have provided you with a quotation (and an accepted order has been made in respect of the quotation) or we have otherwise agreed in writing the price you will pay for the Goods, the amount you will be charged will be the price as at the date of collection. Our prices are subject to change without notice.

4. PAYMENT

- 4.1 You must pay for Goods on their collection, unless we decide otherwise.
- 4.2 We are under no obligation to supply Goods to you on credit. If we grant you credit, you agree to pay our invoices by the 20th of the month following the date of the invoice.
- 4.3 You agree to give any securities as we may from time to time require, in the form required by us, and to comply with all of your obligations under those securities.
- 4.4 We may notify you at any time that we are going to stop supplying Goods to you on credit. This shall be without prejudice to your obligation to pay amounts owing.
- 4.5 All payments shall be made without set-off or deduction. Receipt of a cheque, bill of exchange, or other negotiable instrument will not constitute payment and you remain liable for

payment until payment is received by us. We may apportion payments to outstanding accounts as we see fit.

5. DELIVERY

- 5.1 If we accept your order, we will advise you of the estimated delivery time frames. Please note that special orders may require an 8 - 12 week lead time.
- 5.2 Any delivery time specified by us to you will be an estimate only and we exclude any liability whatsoever to you arising from us not meeting the estimated delivery time.
- 5.3 If we agree in writing to do so, we will deliver the Goods to the address notified by you to us. We will deliver the Goods to one address only (unless we specifically agree in writing to deliver to more than one address). If we do not agree in writing to deliver the Goods to you, the Goods must be collected from our premises.

6. DEFAULT

- 6.1 You will be in default if:
 - a. you fail to pay any amount due under these Terms by the due date for payment;
 - b. you commit a breach of any of your other obligations under these Terms or the terms of any other contract you have entered into, or enter into in the future, with us or one of our related entities;
 - c. you become insolvent, are wound up, have a receiver appointed, enter into any composition or arrangement with your creditors, commit an act of bankruptcy, cease to be of full legal capacity, or die;
 - d. Goods that we have retained title to are at risk; or
 - e. an event or a series of events (whether related or not) occurs which, in our opinion, may cause a material adverse change in your ability to meet your obligations to us.
- 6.2 If you are in default then we may, at our option, do any one or more of the following:
 - a. charge you default interest at 12% per annum on any late payments calculated on a daily basis from the due date until the date payment is received (both before and after judgment);
 - b. require you to remedy the default in the manner and within a period that we tell you;
 - c. require you to pay to us all amounts you owe us immediately;
 - d. suspend or terminate your account with us;
 - e. enforce security interests created by these Terms;
 - f. exercise any rights that we have under these Terms or that are available to us at law.
- 6.3 We may suspend or terminate your account with us at any time in our sole discretion. If your account is terminated, you must immediately pay us any amount you owe us. Termination will not affect any of our rights that have arisen before termination.

7. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

- 7.1 Clause 2.1 creates a security interest in Goods we supply to you. You shall not grant any other security interest or any lien over Goods that we have a security interest in.
- 7.2 At our request you shall promptly sign any documents and do anything else required by us to ensure our security interest constitutes a first ranking perfected security interest in the Goods. We may at any time enter your premises and properties to uplift Goods that we have a security interest in.
- 7.3 If Goods that we have a security interest in are processed, included or dealt with in any way causing them to become accessions, processed or commingled Goods, our security interest will continue in the whole in which they are included. You shall not grant any other security interest or any lien in either the Goods or in the whole.
- 7.4 You waive any rights you may have under sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131, 133, and 134 of the PPSA.
- 7.5 You waive your right to receive a copy of any verification statement (as that term is defined in the PPSA).
- 7.6 You shall give us prior written notice of any proposed change of your name or address.

8. WARRANTIES

- 8.1 If we have provided an express warranty or guarantee to you in respect of the Goods ("**Extended Warranty**") the Extended

Warranty is strictly subject to the terms and conditions that apply to the Extended Warranty including, without limitation, that the Extended Warranty applies to the provision by us of a free replacement or replacement part (or nearest equivalent) for the Goods within the warranty period prescribed in the Extended Warranty but it does not include the cost of labour.

8.2 The Consumer Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may impose warranties, conditions or obligations on us which cannot by law (or which can only to a limited extent by law) be excluded. Other than as expressly provided for in these Terms and any express warranties provided by us to you which apply to the Goods, we exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.

8.3 You agree that the guarantees contained in the Consumer Guarantees Act 1993 are excluded where you acquire goods and services from us "in trade" in terms of sections 2 and 43 of that Act.

9. LIMITATION OF LIABILITY

9.1 Except as expressly otherwise provided by clauses 8.1 or 8.2, we shall not be liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by you or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from Goods provided by us to you.

9.2 To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Terms or for any other reason, such liability is limited to the amount of the price of the Goods concerned. If Goods are returned by you, or if you make a claim in writing to us in relation to Goods provided, we may, in our discretion, repair or replace the Goods, or refund the price of those Goods to you, provided that:

- a. the Goods must be returned or the claim must be made in writing to us within two calendar month(s) of collection; and
- b. you must supply the date and number of any invoice relating to the Goods; and
- c. we must be given a reasonable opportunity to inspect the Goods.

10. PRIVACY OF INFORMATION

10.1 You authorise us:

- a. to collect, retain and use information about you from any person for the purpose of assessing your creditworthiness;
- b. to disclose information about you:
 - i. to any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to your obligations to us;
 - ii. to our suppliers, who in turn may disclose the information to their suppliers, for the purposes of marketing, product warranty and provision of technical support; and
 - iii. to such persons as may be necessary or desirable to enable us to exercise any power or enforce or attempt to enforce any of our rights, remedies and powers under these Terms.

10.2 You consent to us, or any financier or credit-rating agency, making enquiries of and obtaining any information about your financial standing and credit worthiness.

11. CONFIDENTIALITY

11.1 You shall at all times treat as confidential all non-public information and material received from us and shall not publish, release, or disclose the same without our prior written consent. For clarity, confidential information includes any new Intellectual Property and prices. For the purposes of this clause, "Intellectual Property" means all intellectual property rights including, without limitation, copyright, patent and design rights, drawings, documents, data, ideas, procedures, calculations and all other statutory and common law rights and interests.

12. DISPUTES

12.1 Any claim or dispute arising under these Terms shall be determined by arbitration under the Arbitration Act 1996 if the parties are unable to resolve such dispute themselves within one (1) month of the dispute arising. However, nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand courts.

13. FORCE MAJEURE

13.1 If we have given you a time for collection of the Goods (or any part of them), such time is approximate only and is not deemed to be of the essence.

13.2 We shall not be liable for delay or failure to perform our obligations under these Terms if the cause of delay or failure is beyond our reasonable control.

14. GENERAL

14.1 These Terms replace any earlier representations, warranties, understandings and agreements (whether oral or written), and together with the Quotation Form and Quotation Acceptance Form (if any), constitute the entire agreement between us and you relating to their subject matter.

14.2 Any notice may be given by phone, in person, posted, or sent by facsimile or email to you or where you are a company, to any of your directors.

14.3 You must pay our costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of our rights, remedies and powers under these Terms.

14.4 You shall not transfer or assign your rights, powers or obligations under these Terms without our prior written consent.

14.5 No failure or delay by us in insisting upon the strict performance of these Terms or exercising any right under these Terms will operate as a waiver of those matters.

14.6 We may change these Terms at any time. Any change applies from when we notify you of that change.