

TERMS OF TRADE AGREEMENT

1. ORDERING GOODS AND SERVICES

- a. To order Goods and/or Services from us you need to have signed these Terms of Trade document and be approved. We will advise you promptly if not approved
- b. All Goods and Services that we supply to you are subject to these Terms of Trade

2. PRICE

- a. All prices are exclusive of GST. Freight costs, installation and any other applicable costs may be charged and be subject to increase due to exchange rate fluctuations or changes in taxes or duties or the cost of supply of the Goods and/or Services that is beyond the control of OFFSHOOT (NZ) LTD between the date of these Terms of Trade and delivery of the Goods or providing the service and such items and increases are payable in addition to the price
- b. Where no price is stated in writing or agreed to orally the Goods and/or Services shall be deemed to be sold at the current amount as such good or Services are sold or provided by OFFSHOOT (NZ) LTD at the time of order
- c. The Buyer may request a Quotation from Offshoot (NZ) Ltd setting out the price and quantity of the Goods to be supplied. If the Quotation is acceptable to the Buyer, the Buyer may place an order within an acceptable timeframe
- d. The Price shall be as indicated on invoices provided by Offshoot (NZ) Ltd to the Buyer in respect of products and/or services supplied. The Price shall be the Price of the Company's current Price at the date of delivery of any good

3. PAYMENT, LATE PAYMENT, DEFAULT OF PAYMENT AND CONSEQUENCES OF DEFAULT OF PAYMENT, COLLECTION OF OUTSTANDING DEBT

- a. Unless we agree otherwise in writing, you must pay us (in cleared and immediately available funds, without set-off, counterclaim, deduction or withholding, except as required by law) the Prices of all Goods and Services on the 20th of the month following the date of invoice (the 'Due Date')
- b. Failure to pay by the Due Date: If you do not pay us on the Due Date, you will be in default and we may:
 - i. Charge you default interest of two percent (2%) per annum calculated monthly on the overdue amount, from the due date until the date when payment is made. The charging of default interest does not imply the granting or an extension of credit;
 - ii. Recover from you (as a debt/amount owing) all costs incurred in attempting to obtain payment, including legal costs (on a Solicitor and own client basis), debt collection costs and administrative charges;
 - iii. Suspend delivery or terminate the supply of Goods and Services until the arrears are paid in full
 - iv. Apportion payments to outstanding accounts as we see fit

4. RISK AND OWNERSHIP OF GOODS

- a. Risk of loss, deterioration or damage from any cause, of any Goods that we supply to you, passes to you on delivery of the Goods to you (or, if applicable, the End User, if we deliver them to an End User)
- b. We retain ownership of the Goods until you have paid us all amounts that you owe us in relation to all Goods and Services that we have supplied to you and will be entitled to register a financing statement in the Personal Properties Security Register ("PPSR") securing our interest in the Goods
- c. Where you have not paid for any Goods in your possession, ownership of the Goods remains with us, and:
 - i. The Goods shall be held by you as bailee;
 - ii. You must ensure they are stored so they are clearly identifiable as belonging to us;
 - iii. You must not grant anyone any interest in or charge over the Goods; and
 - iv. You must insure the Goods at your cost, naming us as loss payee, for full replacement cost against all risks. We may apply the proceeds of any insurance payment to reduce the amount that you owe us

5. RETURNS

- a. Any claim or dispute whatsoever regarding the quality or quantity of Goods supplied to the Customer must be the subject of written notice to us and must be given before the Goods are cut or subject to any treatment whatsoever by you or any third party. Our liability for any defect in the Goods is limited to the price of those Goods.
- b. We shall then, at our discretion, then issue a Credit or replace the Goods, provided that:
 - i. The written claim is received within 7 working days after delivery of the Goods;
 - ii. The claim must quote the packing slip number and specifically identify the defect;
 - iii. We must have a reasonable opportunity to inspect the Goods;
 - iv. On approval of the claim you will return the Goods to us, freight forward;
 - v. Failure to observe this procedure will result in the Goods being returned to you at your expense and you will have no claim against us of any kind whatsoever
- c. Goods purchased cannot be returned for credit if more than 30 days past the invoice supply date

6. DEFAULT AND TERMINATION

- a. If we have reasonable grounds to believe that:
 - i. You are in default of these Terms of Trade;
 - ii. You have become insolvent or have ceased or threatened to cease to carry on all or substantially all your business or operations;
 - iii. A receiver or manager has been appointed in respect of any part of the whole of your assets or business; or
 - iv. Any resolution has been passed or proceedings have been commenced to wind you up; or
 - v. You have entered into a formal proposal for compromise with creditors under the Companies Act 1993,We may:
 - a. Not supply you with any more Goods or Services, or defer supplying you with them; and/or
 - b. Treat any Order or Support Plan as having been cancelled or terminated by you; and/or
 - c. Demand full payment of any balance of the price still outstanding and any agreement allowing later payment for the Goods shall be null and void

7. CONFIDENTIAL INFORMATION

- a. Each party agrees to always keep the other party's Confidential Material confidential and not to:
 - i. use the Confidential Material for any other purpose other than for the purpose for which it was supplied; or
 - ii. copy or reproduce any of the Confidential Material in any way, except where disclosure is necessary to enable an End User to use Goods or Services under lease, or where the party that owns the Confidential Material has consented to disclosure
- b. On request, each party will ensure that any Confidential Material (including any copies of it) that it possesses or controls (and, where that party is a Lessor, that an End User possesses or controls) and that belongs to other party is returned to that other party.
- c. This clause 7 shall survive the termination of these Terms of Trade

8. LIABILITY

- a. Except as otherwise provided by statute OFFSHOOT (NZ) LTD shall not be liable for:
 - i. Any loss or damage of any kind whatsoever whether suffered or incurred by you or another person whether such loss or damage arises directly or indirectly from Goods or Services or advice, information, recommendations or assistance provided by OFFSHOOT (NZ) LTD to you the customer and without limiting the generality of the foregoing of this clause, OFFSHOOT (NZ) LTD shall not be liable for any consequential loss or damage of any kind including without limitation any financial loss; and
 - ii. Except as provided in these Terms of Trade OFFSHOOT (NZ) LTD shall not be liable in contract, or in tort, or otherwise for any loss, damage, or injury beyond the value of the Goods or Services provided by OFFSHOOT (NZ) LTD to you; and
 - iii. You shall indemnify OFFSHOOT (NZ) LTD 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 OFFSHOOT (NZ) LTD or otherwise, brought by any person in connection with any matter, act, omission, or error by OFFSHOOT (NZ) LTD its agents or employees in connection with the Goods or Services; and

- iv. Any delay or failure to supply Goods or Services

9. WARRANTY

- a. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires Goods or Services from OFFSHOOT (NZ) LTD for the purposes of a business in terms of section 2 and 43 of that Act.
- b. Nothing in this contract is intended to contract out of the provisions of the Consumer Guarantees Act 1993, except to the extent permitted by the Act.
- c. The only guarantees applying to the Goods and Services supplied by OFFSHOOT (NZ) LTD are those confirmed by OFFSHOOT (NZ) LTD in writing.
- d. Offshoot (NZ) Ltd warrants that it will repair or make good on any defects in the goods, if written notice of the claim is received within seven (7) days from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorized by Offshoot (NZ) Ltd, or if the defective goods have been modified or incorrectly stored, maintained or used. If Offshoot (NZ) Ltd elects to repair or replace any defective goods, such work shall be undertaken at such place as Offshoot (NZ) Ltd may reasonably specify and the Buyer shall be responsible at its cost and risk for shipment of the defective goods to the place specified.