

THESE TERMS AND CONDITIONS GOVERN THE SUPPLY OF GOODS AND SERVICES BY FILTEC TO THE CUSTOMER, AS FURTHER DESCRIBED BELOW.

1. DEFINITIONS

In these Terms and Conditions capitalised terms have the meaning given to them in context, or otherwise as set out below:

Agreement means these Terms and Conditions, including any annexure or schedule, read together with each Purchase Order.

CCA means the *Construction Contracts Act 2003*.

CGA means the *Consumer Guarantees Act 1993*.

Customer means any person Filtec supplies with Goods and/or Services. The Customer may be identified in a Purchase Order, Customer Credit Application or any other document or agreement between the parties.

Customer Credit Application means any agreement between Filtec and the Customer that provides for the supply of the Goods and/or Services on credit, and any other document executed by the Customer or its agent, representative, officer, or director in connection with that agreement.

Customer Background IP means any information, data or other item or thing which the Customer provides to Filtec for inclusion as part of any Works or for Filtec to evaluate when producing any Works.

Commencement Date means the date on which a Customer Credit Application is executed or the date on which the first Purchase Order is agreed between the parties, whichever is earlier.

Defect means, as the context requires: (a) a failure to deliver Goods or Services in accordance with the requirements of a Purchase Order; or (b) a defect or error in the Goods or Services that means they do not comply with a Purchase Order or any Warranty because of faulty material or workmanship, but does not include anything disclosed by Filtec as a feature or limitation of the Goods or Services prior to acceptance of a Purchase Order, or anything trivial, insubstantial, or otherwise caused by the Customer.

Event of Default means a party: is unable to pay its debts when they are due; is bankrupt or insolvent or an arrangement or compromise is made with its creditors; has a receiver, administrator, statutory manager or liquidator or any similar official appointed over it or any of its assets; has an order or resolution passed for its winding up, bankruptcy or dissolution; ceases to trade or exist, or is subject to any similar event.

FTA means the *Fair-Trading Act 1986*.

Fees means the fees and charges payable by the Customer under this Agreement or the Customer Credit Application including but not limited to the fees and charges set out in any Purchase Order.

Filtec means Filtec Limited (Company Number 559414).

Goods means any goods or Works agreed to be supplied by Filtec to the Customer from time to time, as described in a Purchase Order.

GST has the meaning given in the GST Law.

GST Law means the *Goods and Services Tax Act 1985*.

Intellectual Property Rights means all intellectual property rights whatsoever throughout the world existing under statute or at common law or equity, now or hereafter in force or recognised, including copyright, trade secrets, trade marks, patents, inventions, designs, logos and trade dress, moral rights, know-how, and any other intellectual property or proprietary rights; including any application for such rights; and all renewals, extensions, future equivalents, and restorations thereof, now or hereafter in force and effect.

PPSA means the *Personal Property Securities Act 1999*, and in this Agreement, unless the contrary intention appears, the terms "at risk", "financing statement", "financing change statement", "proceeds", "security interest" and "verification statement" each have the meaning given to that term in the PPSA.

Purchase Order means any document agreed between the parties in writing which describes the Goods and/or Services to be supplied by Filtec and the Fees to be paid by the Customer as consideration for those Goods and/or Services and may (without limitation) be in the form of an

invoice or quote provided by Filtec and accepted by the Customer, or emails exchanged between the parties.

Services means, generally, any services provided by Filtec to or on behalf of the Customer under these Terms and Conditions and, specifically, the services described in a Purchase Order, and excluding any services provided by third parties.

Service Request means a written request for delivery of specific Goods or Services.

Special Condition means any special condition agreed in writing between the parties under a Purchase Order, which is intended to modify or override a provision of these Terms and Conditions.

Term means, in respect of a Purchase Order, the period from the acceptance of that Purchase Order to its completion or termination in accordance with this Agreement and, in respect of this Agreement, the period from the Commencement Date to termination under clause 10.

Warranty means any warranty provided by Filtec in relation to any Goods or Services.

Warranty Conditions means any terms and conditions which Filtec imposes in relation to a Warranty (in addition to those imposed hereunder).

Warranty Period means the warranty period which Filtec specifies from time to time which applies to a Warranty.

Works means any designs, recommendations, advices or other items or things created or delivered by Filtec to the Customer as part of the Services.

2. APPOINTMENT

2.1 The Customer appoints Filtec to provide the Goods and Services during the Term. Subject to payment of the Fees, Filtec agrees to provide the Goods and Services in accordance with this Agreement.

2.2 The particulars of the Goods and Services that Filtec will provide are as described in a Purchase Order. The parties may have any number of Purchase Orders in place at the same time, and each Purchase Order will be read together with these Terms and Conditions, together forming this Agreement. A Purchase Order will take effect when agreed in writing by the parties, or when submitted by the Customer to Filtec and accepted in writing by Filtec. The Customer agrees that Filtec may refuse to agree to a Purchase Order and may refuse to provide any requested Goods or Services for any reason whatsoever.

2.3 The Customer may raise a Service Request with Filtec to request the supply of specific Goods and/or Services contemplated by a Purchase Order at any time during the term of that Purchase Order. A Service Request will not be binding until accepted in writing by Filtec. Filtec will respond to a Service Request promptly and in accordance with any time frame otherwise agreed between the parties.

2.4 The Customer acknowledges and agrees that the appointment is non-exclusive, and that Filtec may be engaged by other Customers to provide goods or services (including goods or services similar to the Goods and Services) during the period of the appointment.

3. PAYMENT

3.1 Where Filtec supplies the Goods and/or Services to the Customer under a Customer Credit Application, Filtec will serve a payment claim on the Customer on a calendar monthly basis for the sale of all Goods and Services for the calendar month, specifying:

- (a) that it relates to this Agreement;
- (b) a description of each item of Goods supplied or the Services provided in accordance with this Agreement;
- (c) the relevant period to which it relates;
- (d) the claimed amount of Fees for the period and due date for payment, which shall be the 20th day of the following calendar month;
- (e) the manner in which it calculated the claimed amount;

- (f) that the payment claim is made under the CCA; and attaching the prescribed form (Form 1) for payment claims.
- 3.2 On receipt of a payment claim provided to the Customer by Filtec, the Customer may within 10 working days serve a payment schedule on Filtec specifying:
- (a) the amount of Fees which it believes is to be properly due to Filtec;
- (b) the calculations employed to arrive at the amount; and
- (c) in a case where the difference is because the Customer is withholding payment on any basis, the payer's reason or reasons for withholding payment.
- 3.3 The Customer must pay the Fees specified in accordance with clause 3.2(a), or if the Customer has not served a payment schedule in accordance with clause 3.2 then the amount specified in clause 3.1(d), by the 20th day of the following calendar month.
- 3.4 Where Filtec does not agree to supply the Goods to the Customer under a Customer Credit Application, or terminates any Customer Credit Application then in force, the Customer agrees to pay Filtec the Fees by the due date and method specified in any invoice (or within 14 days of the date of any invoice if no due date is specified), or in accordance with any payment terms otherwise agreed in a Purchase Order. Where up-front payment is required by Filtec, Filtec may (in its sole discretion) elect not to commence production of or provide the Goods or Services until payment in full is received and will not be liable for any resulting delay or loss or damage to any person.
- 3.5 Filtec may incur expenses that are directly attributable to providing the Services (including without limitation travel, accommodation, equipment or other administrative expenses) (**Expenses**). If the Fees are agreed in the Purchase Order to exclude Expenses, the Client agrees to pay all properly incurred Expenses, provided that individual Expense items over \$1,000 are approved by the Client prior to being incurred.
- 3.6 The Customer agrees to provide Filtec with all necessary information to enable the issuing of an invoice and/or taking of payment, and to inform Filtec promptly of any change to that information.
- 3.7 Filtec may increase the Fees or alter or terminate a Customer's credit limit from time to time on notice to the Customer (**Fee Notice**). The Fee Notice will apply to future Purchase Orders provided by the Customer. Filtec may specify that a Fee Notice applies to an existing Purchase Order, however where this occurs, the Customer will have 30 days from the date of any Fee Notice to provide Filtec with written notice terminating the affected Purchase Order. A failure by the Customer to terminate a Purchase Order in accordance with the foregoing will be deemed as acceptance of the increased Fees or altered credit facility.
- 3.8 The Customer agrees that all Fees due in accordance with clause 3.3 not paid in full on the due date are debts due and payable immediately. The Customer agrees to pay all of Filtec's costs of recovering such debts on a full indemnity basis (which may include debt collection or legal fees). Filtec reserves the right to charge, and the Customer agrees to pay, interest on any overdue debt owed by the Customer under this Agreement, at a rate of one and a half times the monthly small to medium-sized enterprise (SME) overdraft rate published by the Reserve Bank of New Zealand over the relevant period.

4. GST

- 4.1 Except where this Agreement states otherwise, each amount payable by a party under this Agreement in respect of a taxable supply by the other party is expressed as a GST exclusive amount and the recipient of the supply must, in addition to that amount, and at the same time, pay to the supplier the GST payable in respect of the supply.
- 4.2 A party's obligation to pay an amount under this clause 4 is subject to a valid tax invoice being delivered by the other party.

- 4.3 Terms used in this clause 4 have the same meaning as under the GST Law.

5. TITLE AND RISK

- 5.1 Risk in the Goods will pass to the Customer on delivery unless otherwise agreed in writing between the parties.
- 5.2 Title in the Goods will remain with Filtec and pass to the Customer only on payment of the Fees, as well as all other amounts owing to Filtec by the Customer (under this Agreement or otherwise), in full. The Customer shall only hold the Goods (including where they have been converted or changed by any process) as bailee and agent for Filtec until payment of the Fees in full.
- 5.3 Until title to the Goods passes to the Customer upon payment in full of all Fees owing to Filtec for all Goods supplied, the Customer must:
- (a) store the Goods separately and in such a manner that they are clearly identified as the property of Filtec; and
- (b) ensure that the Goods are properly stored, protected, readily identifiable and insured.
- 5.4 In addition to any rights Filtec may have under the PPSA, Filtec is entitled at any time until title in and to the Goods passes to the Customer, to demand the return of the Goods and shall be entitled without notice to the Customer and without liability to the Customer, except to the extent not permissible under applicable law, to enter, or cause Filtec's agent to enter, any premises occupied by the Customer (or any other premises where the Customer is holding the Goods) in order to search for and remove the Goods.
- 5.5 For the purpose of clause 5.4 above, the Customer:
- (a) irrevocably grants a license to Filtec to enter such premises (including via an agent); and
- (b) indemnifies Filtec from and against all loss, cost, damage, or claim suffered or incurred by Filtec as a result of exercising its rights under this clause 5.

6. PPSA

- 6.1 The Customer grants Filtec a security interest in all present and after acquired Goods supplied by Filtec to the Customer and all proceeds of the Goods for the purposes of the PPSA as security for the payment of the Goods and any amount owing by the Customer to Filtec from time to time.
- 6.2 The Customer acknowledges that it has received value as at the date of the first delivery of Goods under this Agreement and that nothing in this Agreement is an agreement that a security interest created herein attaches at a later time that the time specified in section 40(1) of the PPSA..
- 6.3 Each security interest created under this Agreement is a continuing security, notwithstanding any intermediate payments or settlements of accounts of anything else and is in addition to, and is not to be merged with, any other security or guarantee expressed or intended to be security for any other obligations owing by the Customer to Filtec.
- 6.4 On the request of Filtec, the Customer shall promptly execute any documents and do anything else required by Filtec to give effect to this Agreement and to ensure that the security interest created under this Agreement constitutes and remains a first ranking perfected security interest over the Goods and their proceeds.
- 6.5 The Customer:
- (a) shall not consent to or enter into any agreement which permits any supplier or other person to register a security interest in respect of the Goods or their proceeds subject to Filtec's security interest, which ranks in priority to Filtec's rights as first-ranking perfected security holder in the Goods and their proceeds;
- (b) shall notify Filtec in writing of a change of its name, address or contact at least 14 working days prior to the date on which the change of name becomes effective;
- (c) shall provide any information Filtec reasonably requires to complete a financing statement or a financing change statement; and

- (d) waives any right to receive a copy of any verification statement, financing statement or financing change statement under the PPSA.
- 6.6 Filtec is not required to marshal, enforce or apply under any security interest, guarantee or other entitlement held by Filtec at any time or any money or property that Filtec at any time holds or is entitled to receive.
- 6.7 The Customer agrees that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to this Agreement. The Customer agrees that it has none of the rights referred to in section 107(2)(a) to (i) of the PPSA.
- 6.8 The Customer agrees that its rights as debtor in sections 116, 120(2), 121, 127, 129 and 131 of the PPSA shall not apply to this Agreement.
- 6.9 The Customer must not give to Filtec a written demand, or allow any other person to give Filtec a written demand, requiring Filtec to register a financing change statement or lodge a change demand or allow any other person to lodge a change demand, in each case in relation to a financing statement registered by Filtec under the PPSA.

7. SERVICES AND WORKS

- 7.1 If a Purchase Order requires Filtec to provide Services, then Filtec will exercise reasonable skill and care while carrying out the Services and use all reasonable endeavours to deliver or provide those Services:
- (a) subject to clause 8, by the dates and times specified in the Purchase Order; and
- (b) in accordance with the requirements specified in the Purchase Order.
- 7.2 Filtec may specify additional conditions which apply to the delivery or provision of Services as part of a Purchase Order, including any assistance required from the Customer or required access to the Customer's premises.
- 7.3 To the extent that the Services include the installation of Goods or the undertaking of any Services (**Works**) at the premises as described in the quotation or any other location nominated by the Customer (**Site**), and further to any additional conditions specified in clause 7.2, the Customer must:
- (a) promptly provide Filtec with all information that it needs in order to provide the Services in a safe and efficient manner;
- (b) provide access to the Site and the Customer's personnel as reasonably required for Filtec's employees, contractors, agents, officers and sub-contractors (**Personnel**) to carry out the Works, including obtaining the consent from the owner of the Site where the Site is not owned by the Customer;
- (c) ensure that the Site is in a state ready for the Works, including that any buildings are structurally sound;
- (d) ensure the provision of electricity and any other amenities required by Filtec to complete the Works;
- (e) provide Filtec with information about any hazards and risks at the Site that will need to be considered by Filtec, and which may have an impact on the carrying out of the Works;
- (f) reasonably co-operate and co-ordinate activities with Filtec to ensure the safety of the Personnel and others on Site during the performance of the Works;
- (g) follow any reasonable health and safety related instructions given by Filtec in respect of the Works; and
- (h) otherwise comply with the requirements of applicable law, including the Health and Safety at Work Act 2015.

- 7.4 Filtec is not obliged to carry out the Services if the Customer has not complied with clauses 7.2 and 7.3, and may in its discretion take reasonable actions in the circumstances to assist the Customer with compliance with clauses 7.2 and 7.3 and recover the reasonable costs of doing so from the Customer.
- 7.5 Without prejudice to this clause 7, and to the maximum extent permitted by law, the Customer agrees to indemnify Filtec and its Personnel against any loss, damage, liability or costs incurred by Filtec arising out of the Customer's non-compliance with clauses 7.2 and 7.3.
- 7.6 The Services will not include the obtaining of consents and permits necessary to use the Goods. However, Filtec may agree as part of the Services to provide assistance to the Customer in obtaining such consents and permits.
- 7.7 Subject to clause 7.8, the Customer agrees that as between the parties, Filtec shall remain the owner at all times of all Intellectual Property Rights in the Works. The Customer shall make no claim on such Intellectual Property Rights. Subject to any express licence terms to the contrary specified in a Purchase Order or as part of any Special Conditions, Filtec grants the Customer a royalty free, perpetual, irrevocable licence to use the Works at the agreed site in New Zealand, solely for the purposes of the Customer's business.
- 7.8 As between the parties, the Customer shall retain all Intellectual Property Rights in the Customer Background IP and nothing in clause 7.7 shall effect an assignment of such Intellectual Property Rights to Filtec.

8. DELIVERY

- 8.1 Any time quoted for delivery in a Purchase Order is an estimate only. The Customer is not relieved of any obligation to accept or pay for Goods or Services because of any delay in delivery.
- 8.2 Filtec will make all reasonable efforts to deliver the Goods to the Customer's nominated delivery address at the time and on the date agreed. However, time is not of the essence under this Agreement and, except where Filtec has an obligation under the CGA, Filtec is not liable for any failure to deliver, any failure to deliver within the time quoted for delivery in a Purchase Order or delay in delivery for any reason, including without limitation, where an incorrect delivery address has been provided to Filtec, or where an event beyond Filtec's reasonable control occurs in accordance with clause 8.3.
- 8.3 If for any reason beyond the control of Filtec (including without limitation as a result of any strike, trade dispute, fire, tempest, theft, breakdown, shortage of stock, a failure of a third party to fulfil their related obligations to Filtec, or similar) a Purchase Order cannot be filled at the time stipulated by the Customer or quoted for delivery in a Purchase Order, Filtec shall be entitled to delay or cancel delivery and fulfilment of the Purchase Order, and the Customer agrees that Filtec will not be liable to the Customer for any costs, expenses, losses or damages arising out of such cancellation.

9. DEFECTS

- 9.1 On delivery of Goods, if the Customer considers the Goods have a shortage in quantity or fail to meet the requirements of a Purchase Order, then the Customer has 14 days to notify Filtec in writing of the alleged Defect and the Customer must preserve the Goods as delivered and either return them to Filtec or (if agreed by Filtec) allow Filtec (or a nominated agent) access to the Customer's premises for the purpose of inspecting the Goods. If, upon inspection, Filtec agrees that the Goods have a Defect, the remedies set out in clause 9.4 will be provided. If no notice of Defect is given by the Customer within 14 days of the delivery of Goods, the Customer is deemed to have accepted the Goods (and that they are free from any Defect as delivered).
- 9.2 If a Defect arises in any Goods or Services during their Warranty Period, then Filtec may elect to provide any of the remedies specified in clause 9.4 in respect of any Defect reported by the Customer, and accepted by Filtec, during the Warranty Period. The forgoing however may be overridden by any Warranty Conditions separately provided by Filtec together with the supply of any Goods or Services.

9.3 For the purposes of evaluating a Warranty claim, the Customer at the time of lodging the claim must provide details of the Warranty claim, reasonable evidence of the claim required by Filtec, and proof of purchase. The Customer further agrees to preserve the Goods or Works which are alleged to be affected by a Defect and either return them to Filtec or (if agreed by Filtec) allow Filtec (or a nominated agent) access to the Customer's premises for the purpose of inspecting the Goods or Works.

9.4 Subject to clause 11, Filtec may provide any of the following remedies in the event of a Defect in the Goods or Services in accordance with this clause 9:

- (a) replacing the Goods or part thereof;
- (b) supplying equivalent Goods;
- (c) repairing the Goods or part thereof;
- (d) paying the cost of replacing or repairing the Goods; or
- (e) re-performing the Services or part thereof.

9.5 If the Customer notifies Filtec of a Defect other than in accordance with this clause 9, or the Goods or Services are affected by an error or defect other than a Defect (including due to ordinary wear and tear or Customer or third party fault, or other exceptions specified in the Warranty Conditions), Filtec may impose a Fee on the Customer (in Filtec's sole discretion) to provide the remedies set out in clause 9.4.

10. TERM & TERMINATION

10.1 This Agreement will commence on the Commencement Date and continue in effect unless terminated in accordance with this clause 10. A Purchase Order will commence on the start date specified in that Purchase Order and continue in effect for the whole of the Term of that Purchase Order, unless terminated earlier in accordance with this clause 10 or in accordance with any additional rights of termination, as specified in clause 10.2.

10.2 Any right of termination provided in a Special Condition applies in addition to this clause 10 and does not have the effect of replacing any right herein, unless expressly agreed between the parties.

10.3 Either party may terminate this Agreement and/or any one or more Purchase Orders immediately upon written notice to the other party (the **Relevant Party**) if:

- (a) the Relevant Party commits a material breach of this Agreement which is incapable of being remedied or, if the breach is capable of being remedied, the Relevant Party fails to remedy the breach within 7 days after being required in writing to do so; or
- (b) the Relevant Party is or is reasonably likely to be subject to an Event of Default.

10.4 Filtec may terminate, or suspend the supply of the Goods and Services under, this Agreement and/or any one or more Purchase Orders immediately upon written notice to the Customer if the Customer:

- (a) fails to pay any Fees, or other amounts on or by the due date for payment and otherwise in accordance with this Agreement;
- (b) ceases or fails to provide within a reasonable time any information or assistance reasonably necessary for Filtec to provide any part of the Goods and Services; or
- (c) acts fraudulently or dishonestly or otherwise in breach of any relevant law.

10.5 Either party may terminate this Agreement on 30 days' written notice if no Purchase Order has been in force for a period of at least 30 days prior to the date of the notice.

10.6 For the avoidance of doubt, termination of this Agreement under clauses 10.3 or 10.4 will result in the termination of any Purchase Order in force at the date of termination, but termination of a Purchase Order alone will not affect the operation of this Agreement in respect of any other then current or future Purchase Order.

10.7 If the supply of the Goods or Services is suspended in whole or in part under clause 10.4, Filtec may, at its sole election:

- (a) end that suspension if and when the relevant breach is cured and Filtec has the resources available to re-commence supply of the Goods and Services;
- (b) continue the suspension until such time as Filtec has the resources available to again supply the Goods and Services; or
- (c) provide notice of termination at any time if the issue constituting grounds for suspension under clause 10.4 has not been remedied,

and the Customer agrees that Filtec will not incur any liability in respect of the failure to supply the Goods and Services during any period in which those Goods and Services are suspended.

10.8 If this Agreement or a Purchase Order is terminated by either party, Filtec will cease providing the relevant Goods and Services and the Customer must immediately pay Filtec all Fees due or incurred up to the date of termination in connection with those Goods and Services, including the unpaid balance of any credit account maintained by Filtec for the Customer under the Customer Credit Application.

11. LIABILITY & INDEMNITY

11.1 To the fullest extent permitted by law and solely to the extent it is fair and reasonable to do so, to the extent that the Customer is acquiring the Goods and/or Services for business purposes, the Customer represents and warrants the same and that it has sought independent legal advice, and accordingly, subject to clause 11.4:

- (a) the CGA does not apply to the supply of Goods and/or Services; and
- (b) sections 9, 12A, 13 and 14(1) of the FTA are excluded and the Filtec's liability under the FTA is accordingly limited.

11.2 Except as expressly set-out in this Agreement, and subject to clause 11.4, Filtec provides the Goods and Services on an "as is" basis and excludes any and all other conditions, warranties, representations, implied terms and/or liability not already excluded by clause 11.1 for any loss howsoever caused (including by negligence) arising in connection with the Goods and Services or this Agreement to the maximum extent permitted by law.

11.3 Subject to clause 11.4, and to the maximum extent permitted by law, neither party will be liable for any consequential, collateral, special, incidental, indirect, exemplary or punitive damages, including, without limitation, loss of profits or revenue, loss of opportunity or loss or destruction of data, costs of cover, costs of delay, however caused and based on any theory of liability, for any claims or causes of action arising out of or related to this Agreement or the Goods or Services.

11.4 To the extent the CGA and/or the FTA applies, nothing in this Agreement limits the Customer's rights under the CGA and/or the FTA unless the Customer is purchasing for business purposes and it would be fair and reasonable to do so.

12. GENERAL

12.1 **Subcontractors:** The Customer agrees that Filtec may without notice engage subcontractors to assist Filtec in providing the Goods and Services. However, no such subcontracting limits Filtec's obligations under this agreement.

12.2 **No employment:** Nothing contained in this Agreement constitutes the relationship of joint venture, partnership, or employment between the parties and it is the parties' express intention to deny such relationships.

12.3 **Assignment:** Filtec may by written notice to the Customer assign, transfer, subcontract or otherwise dispose of, in whole or in part, its rights under this Agreement. The Customer must not assign or novate this Agreement without Filtec's prior written consent, such consent not to be unreasonably withheld.

12.4 **Variation:** This Agreement may only be amended or modified in writing signed by the parties.

12.5 **Notices:** Any notice or demand to be given or made under this Agreement must be in writing signed by a party's authorised representative. A notice will be deemed to be received (a) in the case of a notice given by hand, on delivery; (b) in the case of a

notice sent by pre-paid post, 3 business days following the date of postage; (c) in the case of a notice sent by facsimile, on the date the notice was sent provided that the sending facsimile machine confirms by a printed report that the facsimile was successfully sent; and (d) in the case of a notice sent by email, upon the recipient or their mail server confirming receipt of the email.

12.6 **Entire agreement:** The Terms and Conditions set out in this Agreement contain the entire agreement concluded between the parties, and this Agreement supersedes any and all prior agreements, representations, or understandings between the parties, whether written or oral, in respect of the same subject matter. To the extent that any inconsistency arises between these

Terms and Conditions (including any annexure), Special Conditions, Purchase Order and a Customer Credit Application, then those documents will be read in the following order of priority: (a) the Special Conditions; (b) these Terms and Conditions ; (c) the Purchase Order; and (d) the Customer Credit Application.

12.7 **Survival:** Clauses 7.7, 7.8, 10.8 and 11 will continue in force notwithstanding the termination or expiration of a Purchase Order or this Agreement in its entirety for any reason.

12.8 **Governing law:** This Agreement is governed by and must be construed in accordance with the laws of New Zealand, and the parties irrevocably consent to the jurisdiction of the courts there and their courts of appeal.

We can be contacted via:

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