

# Ecoworld – Terms and Conditions of Trade

1. **Definitions**
- 1.1 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.2 "Ecoworld" means Ecoworld NZ 2018 Limited T/A Ecoworld, its successors and assigns, or any person acting on behalf of, and with the authority of, Ecoworld NZ 2018 Limited T/A Ecoworld.
- 1.3 "Customer" means the persons, entities or any person acting on behalf of and with the authority of the Customer requesting Ecoworld to provide the Services as specified in any proposal, quotation, order or other document, including:
  - (a) if there is more than one Customer, it is a reference to each Customer jointly and severally; and
  - (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
  - (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
  - (d) if includes the Customer's executors, administrators, successors and permitted assigns.
- 1.4 "Products" means all Products as supplied that are subject to the Customer's request, from the time to time (where the context so permits the terms "Products" or "Services" shall be interchangeable for the other).
- 1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, "Personal Information" such as; name, address, D.O.B occupation, driver's license, electronic mail, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.6 "Cookies" means small files which are stored on a user's computer or files are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website and can be accessed either by the web server or the client's computer. If the Customer does not wish to allow or to operate any software when ordering or purchasing from the website, then the Customer shall have the right to enable/disable the Cookies first by selecting the option to enable/disable provided on the website, prior to ordering Products or Services.
- 1.7 "GST" means the Goods and Services Tax ("GST") where applicable for the Goods as agreed between Ecoworld and the Customer in accordance with clause 7.2 above.
2. **Acceptance**
- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for Products or Services.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Customer acknowledges that the supply of Products on credit shall not take effect until the Customer has received and approved with Ecoworld and has been approved with a credit limit established for the account.
- 2.5 In the event that the supply of Products request exceeds the Customer's credit limit and/or the account has been closed, the Customer shall be liable to pay the balance of the account. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any other applicable law.
- 2.7 The Customer accepts and acknowledges that a minimum call out fee applies for any Services performed by Ecoworld that are not subject to a Service Maintenance Contract. Such call out fee shall be equal to one (1) hour's labour charge (within normal working hours) or two (2) hours' normal working hours at Ecoworld's standard hourly labour rate, plus travel costs, plus parts.
- 2.8 These terms and conditions may be meant to read in conjunction with Ecoworld's standard terms and conditions for the Services, as defined therein; and
- (b) if there are any inconsistencies between these documents then the terms and conditions contained therein shall prevail.
3. **Errors and Omissions**
- 3.1 The Customer acknowledges and accepts that Ecoworld shall, without prejudice, accept no liability in respect of any alleged or actual errors (and/or omissions) in the information and/or administration of this Contract; and/or
- (b) contained in, omitted from, any literature (hard copy and/or electronic) supplied by Ecoworld in respect of this Contract; and
- 3.2 In the event of such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of Ecoworld; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.
4. **Change in Control**
- 4.1 The Customer shall give Ecoworld not less than fourteen (14) days prior written notice of any proposed change of control or any other change in control of the Customer, including details (including but not limited to, changes in the Customer's name, address, contact phone or fax number(s), or business practice). The Customer shall be liable for any loss incurred by Ecoworld as a result of the Customer's failure to comply with this clause.
5. **Authorised Representatives**
- 5.1 Unless otherwise limited as per clause 5.2, the Customer agrees that should the Customer introduce any third party to Ecoworld as the Customer's duly authorised representative, that any introduction shall be subject to the authority of the Customer to introduce, accept, vary, amend, or terminate any variation thereto, on the Customer's behalf (such authority to continue until all requested Services have been completed, or the Customer otherwise notifies Ecoworld in writing that said person is no longer the Customer's duly authorised representative).
- 5.2 In the event that the Customer's duly authorised representative, as per clause 5.1, is to have only limited authority to act on the Customer's behalf then the Customer must specifically and clearly advise Ecoworld in writing of the parameters of the limited authority granted to their representative.
- 5.3 The Customer specifically acknowledges and accepts that they will be solely liable to Ecoworld for all additional costs incurred by Ecoworld (including Ecoworld's charges in providing any Services, or variations thereto, requested by the Customer's duly authorised representative (subject always to the limitations imposed under clause 5.2 (if any)).
6. **Specifications**
- 6.1 The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions and weights stated in Ecoworld's fact sheets, price lists or advertising material, are approximate only and that the authority of the Customer to purchase shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by Ecoworld.
- 6.2 The Customer shall be responsible for ensuring that the Products ordered are suitable for their intended use, as in some instances the Products are made to order and Ecoworld offers no refund, either partial or fully, in the event of any cancellation by the Customer.
- 6.3 The Customer acknowledges and accepts that Ecoworld is not responsible for accepted orders may be subject to availability and if, for any reason, Products are not or cease to be available, Ecoworld reserves the right to substitute comparable Products (or components of the Products) and vary the Price as per clause 7.2. In all such cases Ecoworld will notify the Customer in advance of any such substitution, and also reserves the right to place the Customer's order on hold until such time as Ecoworld and the Customer agree to such substitution.
7. **Price and Payment**
- 7.1 At Ecoworld's sole discretion the Price shall be either:
  - (a) as indicated on invoices provided by Ecoworld to the Customer in respect of Products supplied; or
  - (b) Ecoworld's quoted Price (subject to clause 7.2) which shall be binding upon Ecoworld provided that the Customer shall accept Ecoworld's quotation in writing within thirty (30) days.
- 7.2 Ecoworld reserves the right to change the Price:
  - (a) if a variation to the Products which are to be supplied (including any applicable designs, plans and/or specifications) is requested;
  - (b) where additional Services are required due to unforeseen circumstances beyond the control of Ecoworld (including, but not limited to, poor weather conditions (including seasonal rain periods), limitations to accessing site safety considerations, unavailability of materials or labour, etc.); or
  - (c) in the event of increases to Ecoworld in the cost of labour or materials, which are beyond Ecoworld's control.
- 7.3 Variations may be charged for on the basis of Ecoworld's quotation, and will be detailed in writing, and shown as variations on Ecoworld's invoice. The Customer shall be required to respond to any variation submitted by Ecoworld within ten (10) working days. Failure to do so entitles Ecoworld to vary the Price. Payment for all variations must be made in full at the time of their completion.
- 7.4 At Ecoworld's sole discretion, a non-refundable deposit may be required.
- 7.5 Payment for the Products being ordered shall be made by the Price will be payable by the Customer at the date determined by Ecoworld, which may be:
  - (a) on Delivery; or
  - (b) twenty (20) days following the end of the month in which a statement is posted to the Customer's address, or other address or notices; or
  - (c) the date specified on any invoice or form as being the date for payment; or
  - (d) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Ecoworld.
- 7.6 Payment may be made by cash, cheque, bank cheque, electronic/online banking, credit card (a surcharge may apply per transaction), or by any other method as agreed to between the Customer and Ecoworld.
- 7.7 Ecoworld may in its discretion allocate any payment received from the Customer towards any invoice that Ecoworld determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Ecoworld may reallocate any payments received towards any other invoice outstanding to the Customer. Ecoworld's allocation of any payment will be deemed to be allocated in such manner as preserves the maximum value of Ecoworld's Purchase Money Security Interest (as defined in the PPSA) in the Products.
- 7.8 The Customer shall be liable to pay to Ecoworld any sums owed or claimed to be owed to the Customer by Ecoworld nor to withhold payment of any invoice because part of that invoice is in dispute.
- 7.9 The Customer must pay GST. In addition to the Price the Customer must pay to Ecoworld an amount equal to any GST Ecoworld must pay for any supply of Products by Ecoworld under this Contract or any other agreement. The Customer must pay GST without deduction or abatement of any amounts. At the same time and on the same basis as the Customer pays the Price, in addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price, except where they are expressly included in the Price.
8. **Access**
- 8.1 It is the responsibility of the Customer to ensure there is clear access to, and from, the nominated address, and that such access is suitable to accept Ecoworld's vehicles or any other equipment as may be necessary for the delivery of the Products. The Customer shall be responsible for replacement, repair or rectification to any paths, driveways, and access routes to the property. The Customer shall also be liable for all costs associated with any delays due to access issues.
- 8.2 Furthermore, the Customer acknowledges and agrees that Ecoworld shall have uninterrupted full access to the nominated address until such time as the Services have been completed and that all Ecoworld equipment has been removed from the site. The Customer's responsibility to ensure their employees are present regarding Ecoworld's date and times of presence on site, to ensure ample working space is available and any obstacles removed to allow Ecoworld free access to the equipment for servicing and/or repairs.
9. **Delivery**
- 9.1 Delivery of the Products ("Delivery") is taken to occur at the time that:
  - (a) the Customer, or the Customer's nominated carrier, takes possession of the Products at Ecoworld's premises; or
  - (b) Ecoworld (or Ecoworld's nominated carrier) delivers the Products to the Customer's nominated address, even if the Customer is not present thereat.
- 9.2 At Ecoworld's sole discretion, the date of Delivery in addition to the Price.
- 9.3 Any time specified by Ecoworld for Delivery is an estimate only and Ecoworld will not be liable for any loss or damage incurred by the Customer as a result of any delay. However, both parties agree that they shall make every endeavour to enable the Products to be supplied at

the time and place as was arranged between both parties. In the event that Ecoworld is unable to supply the Products as agreed solely due to any action or inaction of the Customer, Ecoworld shall not be entitled to charge a reasonable fee for re-supplying the Products at a later date and place.

**Risk**

10.1 Ecoworld retains ownership of the Products nonetheless, all risk for the Products passes to the Customer on Delivery. However, when ownership passes to the Customer in accordance with clause 12.1, the Products are at the Customer's risk whether Delivery is effected or not.

10.2 If any of the Products are damaged or destroyed following Delivery but prior to ownership passing to the Customer, the Customer shall be liable for the insurance proceeds payable for the Products. The production of these terms and conditions by Ecoworld is sufficient evidence of Ecoworld's rights to receive the insurance proceeds without the need for any person holding the title to the Products.

10.3 If the Customer requests Ecoworld to leave the Products outside Ecoworld's premises for collection, or deliver the Products to an unattended location, then such Products shall be left at the Customer's risk.

10.4 The Customer acknowledges that Ecoworld is only responsible for parts that are replaced by Ecoworld, and in the event that other components/goods, subsequently fail, the Customer agrees to indemnify Ecoworld against any loss or damage to the goods, or caused by the goods, or any part thereof howsoever arising.

**Compliance with Laws**

11.1 The Customer and Ecoworld shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including and not limited to, Health & Safety at Work Act 2015 (the "HSW Act") with regard to WorkSafe guidelines in the work place. The parties agree that for the purposes of the HSW Act, Ecoworld shall not be the person who controls the place of work in terms of the HSW Act.

**Title**

12.1 Ecoworld and the Customer agree that the Customer's obligations to Ecoworld under this Contract shall not cease (and ownership of the Products shall not pass) until:
 

- (a) the Customer has paid Ecoworld all amounts owing to Ecoworld; and
- (b) the Customer has met all other obligations due by the Customer to Ecoworld in respect of the Products under this Contract.

12.2 Receipt by Ecoworld of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised and until then payment is owed to Ecoworld. Ecoworld shall not be bound by any stop payment notice if it is further agreed that, until ownership of the Products passes to the Customer in accordance with clause 12.1:

- (a) Ecoworld is only a buyer of the Products and must return the Products to Ecoworld on request;
- (b) the Customer holds the benefit of the Customer's insurance of the Products on trust for Ecoworld and the Customer shall be liable for the proceeds of any insurance in the event of the Products being lost, damaged or destroyed;
- (c) the Customer must not sell, dispose, or otherwise part with possession of the Products other than in the ordinary course of business and for market value. If the Customer sells, disposes, or otherwise part with possession of the Products, the Customer shall be liable for the proceeds of any such act on trust for Ecoworld and must pay or deliver the proceeds to Ecoworld on demand;
- (d) Ecoworld may not convert or process the Products or intermix them with other Products, but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Ecoworld and must sell, dispose of or return the resulting product to Ecoworld on demand;
- (e) the Customer irrevocably authorises Ecoworld to enter any premises where Ecoworld believes the Products are kept and recover possession of the Products, Ecoworld shall not be liable for costs, damages or expenses or any other losses incurred by the Customer as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever;
- (f) Ecoworld may recover possession of any Products in transit whether or not Delivery has been effected;
- (g) the Customer shall not charge or grant an encumbrance over the Products nor grant otherwise give away any interest in the Products while they remain the property of Ecoworld;
- (h) Ecoworld may commence proceedings to recover the Price notwithstanding that ownership of the Products has not passed to the Customer.

**Personal Property Securities Act 1999 ("PPSA")**

13.1 Upon execution of these terms and conditions in writing the Customer acknowledges and agrees that:
 

- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA;
- (b) a security interest is taken in all Products, and/or any monetary obligation of the Customer to Ecoworld for Services, previously supplied (if any), and that will be supplied in the future, by Ecoworld to the Customer;
- (c) the Customer undertakes to:
  - (i) sign any further documents and/or provide any further information (such information to be used by Ecoworld to register a financing statement or financing charge statement on the Personal Property Securities Register; and
  - (ii) upon demand and reimbursement, Ecoworld for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any registration made thereby;
  - (iii) not register a financing charge statement or a change demand without the prior written consent of Ecoworld;
  - (iv) immediately advise Ecoworld of any material change in its business practices of selling the Products which would result in a change in the nature of proceeds derived from such sale;

13.2 Ecoworld and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

13.3 If the Customer is acting as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

13.4 Unless otherwise agreed to in writing by Ecoworld, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

13.5 The Customer shall unconditionally ratify any action taken by Ecoworld under clauses 13.1 to 13.5.

13.7 Subject to any express provisions to the contrary (including those contained in this clause 13), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

**Security and Charge**

14.1 The Customer irrevocably agrees to supply Products, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any monies owing to Ecoworld).

14.2 The Customer indemnifies Ecoworld from and against all Ecoworld's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Ecoworld's rights under these terms and conditions.

14.3 The Customer irrevocably appoints Ecoworld and each director of Ecoworld as the Customer's true and lawful attorneys to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Customer's behalf.

**Defects, Returns and Warranties**

15.1 Ecoworld warrants that the Products on Delivery and shall within seven (7) days (time being of the essence) notify Ecoworld of any alleged defect, discrepancy in quantity, damage or failure to comply with the description or quotation. The Customer shall afford Ecoworld an opportunity to inspect the Products within a reasonable time following such notification if the Customer believes the Products are defective in any way. If the Customer fails to comply with these provisions the Products shall be presumed to be free from any defect or damage. For defective Products, which Ecoworld has agreed in writing that the Customer is entitled to receive, Ecoworld shall be liable for any defect or damage if the Product is:
 

- (a) limited to the value of the express warranty or specified in the "Warranty against Defects" documentation, provided to the Customer by Ecoworld, at Ecoworld's sole discretion, in writing; or
- (b) an expressed warranty that will cease in respect of the Products supplied from the date of installation in accordance with clause 9 of Ecoworld's Terms and Conditions of Trade supplied to the Customer; or
- (c) for this Iron™ Filtration System; or
- (d) for all other accessory items fitted to the Product, the warranty provided will cease after twelve (12) months from the date of sale and will be subject to that third party manufacturer's warranty in respect of accessory items will need to be directed to the relevant manufacturer; and
- (e) limited to any warranty to which Ecoworld is entitled, if Ecoworld did not manufacture the Product, or if the Product is not a component of Ecoworld's Products.

15.2 (b) otherwise stated in writing. Subject to this clause 15, returns will only be accepted provided that:
 

- (a) the Customer has complied with the provisions of clause 15.1; and
- (b) Ecoworld has agreed that the Products are defective and accept them for return; and
- (c) the Products are returned to Ecoworld in their original condition of Delivery; and
- (d) the Products are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is practicable.

15.3 Notwithstanding any specific Product replacement/warranty that Ecoworld may offer, Ecoworld shall have no liability whatsoever to the Customer or any other person for direct or indirect or consequential losses or expenses (including but not limited to, loss of profit), suffered by the Customer or any other person as a result of Ecoworld's action or inactions. The conditions applicable to any expressed warranty given on Products supplied by Ecoworld will be contained in the "Warranty Documentation" that will be supplied with the Products at the time of Delivery.

15.4 Notwithstanding clauses 15.1 to 15.2, Ecoworld shall not be liable for any defect or damage which may be caused or partly caused by or arise as a result of:
 

- (a) the Customer failing to comply with the provisions of the Products; or
- (b) the Customer using the Products for any purpose other than that for which they were designed; or
- (c) the Customer continuing to use the Products after any defect became apparent or should have become apparent to a reasonably prudent operator or user; or
- (d) the Customer failing to follow any instructions or guidelines provided by Ecoworld; or
- (e) any other cause or reason.

15.5 In the case of second hand Products, the Customer acknowledges that it has had full opportunity to inspect the Products prior to Delivery and accepts them with all faults, and that to the extent permitted by law, no warranty is given by Ecoworld as to the quality or suitability for use of such Products. The Customer acknowledges and agrees that Ecoworld has provided the Customer with the Products, and calculated the Price thereof, in reliance of this clause 15.5.

15.6 Where Ecoworld has designed, drawn or developed Products for the Customer, then the copyright pertaining to intellectual property in any designs and drawings, developed Products, and/or any other documents, designs, drawings, developed Products, concepts and/or documents used without the express written approval of Ecoworld.

16.2 The Customer warrants that designs, specifications or instructions given to Ecoworld will not cause Ecoworld to infringe any registered design or trademark in the execution of the Customer's order, and the Customer agrees to indemnify Ecoworld against any action taken by a third party against Ecoworld in respect of any such infringement.

16.3 The Customer agrees that Ecoworld may not be bound by the purposes of marketing or entry into any competition, any documents, designs, drawings or Products which Ecoworld has created for the Customer.

**Interest on Overdue Payments**

17.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and also compound daily) such interest shall compound monthly at such a rate) after as well as before any judgment.

17.2 If the Customer owes Ecoworld any money the Customer shall indemnify Ecoworld from and against all costs and disbursements incurred by Ecoworld in recovering the debt (including but

not limited to internal administration fees, legal costs on a solicitor and own client basis, Ecoworld's collection agency costs, and bank dishonour fees).

17.3 Further, Ecoworld shall be entitled to charge a reasonable fee under this Contract if a Customer has made payment to Ecoworld, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Ecoworld as a result of such reversal. Ecoworld shall not be liable for any loss or damage to the Customer arising from this Contract. Without prejudice to Ecoworld's other remedies at law Ecoworld shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Ecoworld shall be deemed to be paid for the purposes of this Contract.

17.4 (a) any money payable to Ecoworld becomes overdue, or in Ecoworld's opinion the Customer will be unable to make a payment when it falls due; or

17.5 (b) the Customer has made any payment by Ecoworld;

17.6 (c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or

17.7 (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

**Cancellation**

18.1 Without prejudice to any other remedies Ecoworld may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Ecoworld may suspend or terminate the supply of Products to the Customer. Ecoworld will not be liable to the Customer if the Customer becomes insolvent or otherwise because Ecoworld has exercised its rights under this clause.

18.2 Ecoworld may cancel any contract to which these terms and conditions apply or cancel any order for any time before the Product has been delivered, by giving written notice to the Customer. On giving such notice Ecoworld shall repay to the Customer any monies paid in respect of the Price. Ecoworld shall not be liable for any loss or damage whatsoever arising from the cancellation of any contract.

18.3 In the event that the Customer cancels this Contract, or Delivery, the Customer shall be liable for all loss incurred (whether direct or indirect) by Ecoworld as a direct result of the cancellation (including, but not limited to, any loss of profits). However, the cancellation of any contract or Product under this Contract shall not affect Ecoworld's rights in respect of any monies already received or monies due to Ecoworld, which shall be accepted once production has commenced on an order has been placed.

**Privacy Policy**

19.1 All documents, images or other recorded information held or used by Ecoworld is Personal Information as defined and referred to in clause 19.3 and therefore considered confidential. Ecoworld acknowledges its obligation in relation to the handling, use, disclosure and retention of such information. Ecoworld is a member of the Privacy Group (the "Act") under Part I of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant in a European Economic Area ("EEA") then the EU Data Privacy Directive (the "Directive") and any other applicable laws. Ecoworld is a member of the Act and the GDPR (where relevant) and will be approved by the Customer by written consent, unless subject to an operation of law.

19.2 Ecoworld shall be limited to collecting, using, disclosing and retaining Personal Information where transactions for purchases/orders transpire directly from Ecoworld's website. Ecoworld agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels, web beacons, beacons or other similar technologies, such technology allows the collection of Personal Information such as the Customer's:

- (a) IP address, browser, email type and other similar details;
- (b) tracking website usage and traffic; and
- (c) reports available to Ecoworld when Ecoworld sends an email to the Customer, so Ecoworld may collect and review that information (collectively Personal Information).

In order to enable/disable the collection of Personal Information by way of Cookies, the Customer may wish to adjust their browser settings to limit or disable the cookies (to enable/disable) provided on the website prior to proceeding with a purchase/order via Ecoworld's website.

19.3 The Customer authorises Ecoworld or Ecoworld's agent to:
 

- (a) access, collect, retain and use any information about the Customer;
  - (i) (including name, address, D.O.B occupation, driver's license details, electronic contact details (email, Facebook or Twitter), medical insurance details or next of kin details, or any other contact information, where applicable, and credit application history or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
  - (ii) New Products, marketing purposes, or for the Customer;
- (b) disclose information about the Customer, whether collected by Ecoworld from the Customer directly or obtained by Ecoworld from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

Where the Customer is an individual, the authorities under clause 19.3 are authorities of the Customer and not Ecoworld. Ecoworld shall not be liable for any loss or damage to the Customer shall have the right to request Ecoworld for a copy of the Personal Information about the Customer retained by Ecoworld and the right to request Ecoworld to correct any incorrect Personal Information about the Customer held by Ecoworld.

**Products on Loan**

20.1 Products loaned to the Customer by Ecoworld (whether for trial or under the repair of any Products previously purchased by the Customer) shall at all times remain the property of Ecoworld and shall be subject to the terms and conditions of this Contract. In the event that the Products are not returned to Ecoworld in the condition in which they were delivered (or in all), Ecoworld retains the right to charge the Customer for the cost of repair or replacement of the Products.

20.2 The Products must be returned to Ecoworld's premises. All return transport costs will be at the Customer's expense.

20.3 The Customer shall be deemed to have agreed to the following conditions:

- (a) keep the Products in their own possession and control, and shall not assign the benefit of the Products, nor be entitled to lien over the Products;
- (b) not alter or make any additions to the Products (including, but without limitation, altering the make or any other part of the Products, or attaching, detaching, or adding any part to, in the Products), or in any other manner interfere with the Products;
- (c) not repair, alter or overhaul the Products without Ecoworld's consent;
- (d) operate the Products strictly in accordance with the instructions provided by Ecoworld; and
- (e) in accordance with any manufacturer's instructions, whether supplied by Ecoworld, or posted on the Products.

20.4 The Customer shall be deemed to have agreed to indemnify Ecoworld for the safekeeping of the Products and indemnifies Ecoworld for all loss theft or damage to the Products, however caused, and without limitation the general liability of the foregoing whether or not such loss theft or damage is attributable to any negligence, failure, omission or mistake of the Customer. The Customer also acknowledges and agrees that risk in the Products (including, but not limited to, insurance risk) remains with the Customer.

**Unpaid Seller's Rights**

21.1 The Customer irrevocably has left any item/s with Ecoworld for repair, modification, exchange, or for Ecoworld to perform any other service in relation to the item/s, and Ecoworld has not received or been tendered the whole of any monies owing to it by the Customer, Ecoworld shall retain its unpaid seller's right to Ecoworld are paid:
 

- (a) a lien on the item/s; and
- (b) the right to retain or sell the item/s, such sale to be undertaken in accordance with any applicable law.

21.2 The lien of Ecoworld shall continue despite the commencement of proceedings, or judgment for any monies owing to Ecoworld having been obtained against the Customer.

**Service of Notices**

22.1 Ecoworld's notices given under this Contract shall be deemed to have been given and received:
 

- (a) by handing the notice to the other party, in person;
- (b) by sending it by registered post to the address of the other party as stated in this Contract;
- (c) by facsimile transmission to the fax number of the other party as stated in this Contract (if any), or receipt of confirmation of the transmission;
- (d) if sent by email to the other party's last known email address.

22.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time of posting, or the ordinary course of post, the notice would have been delivered.

**Trusts**

23.1 If the Customer at any time upon or subsequent to entering into the Contract is acting in the capacity of trustee of a Trust (Trust) in respect of the Products, or not Ecoworld may have notice of the Trust, the Customer covenants with Ecoworld as follows:
 

- (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust;
- (b) the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust; and the Trust must fund the Customer's release from the indemnity or indemnity claim or payment of a breach of trust or be a party to any other action which might prejudice that right of indemnity;
- (c) the Customer will not without consent in writing of Ecoworld (Ecoworld will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
  - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
  - (ii) any withdrawal or distribution of capital of the Trust; or
  - (iii) any advancement or distribution of capital of the Trust; or
  - (iv) any resettlement of the trust property.

**General**

24.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision, or any provision of these terms and conditions shall be invalid, void, unenforceable or inoperative in whole or in part, or that any such provision is unenforceable, provisions shall not be affected, prejudiced or impaired.

24.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and the jurisdiction of the courts of New Zealand. Ecoworld shall not be bound by any law or jurisdiction other than that of New Zealand. Ecoworld shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of or from the performance or non-performance of the Contract. Ecoworld's liability shall be limited to damages which under no circumstances shall exceed the Price.

24.3 If the Customer is acquiring Products for the purposes of a trade or business, the Customer agrees to provide products to the Customer under this Contract. Ecoworld's liability shall be limited to damages which under no circumstances shall exceed the Price.

24.4 If the Customer is acquiring Products for the purposes of a trade or business, the Customer agrees to provide products to the Customer under this Contract. Ecoworld's liability shall be limited to damages which under no circumstances shall exceed the Price.

24.5 The Customer hereby disclaims any right to rescind or cancel any contract with Ecoworld or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made by Ecoworld in the course of the Contract, and the Customer acknowledges that the Products are bought relying solely upon the Customer's skill and judgment.

24.6 Ecoworld may licence and/or assign all or any part of its rights and/or obligations under this Contract to any third party.

24.7 The Customer cannot licence or assign without the written approval of Ecoworld.

24.8 Ecoworld may elect to subcontract out any part of the Services but shall not be relieved from any obligations to the Customer under this Contract. The Customer agrees to understand that they have no authority to give any instruction to any of Ecoworld's subcontractors without the authority of Ecoworld.

24.9 The Customer agrees to amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Products.

24.10 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.

24.11 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.