etinitions
Contract means the terms and conditions contained herein, together with any quotation, der, invoice or other document or amendments expressed to be supplemental to this order, invoice or the document or amendments expressed to be supplemental to this Contract. 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 MEAN CONTRACT CONT Explored. "Gently on benart of, and with the authority of, Ecoworld NZ 2018 Limited T/A 10.2 Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Ecoworld for provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:

(a) if there is more than one Customer, is a reference to each Customer jointly and 10.3 of the Customer is a partnership, it shall bind each partner ininthy and serverally, and it is a partnership of the Customer is a part of a Trust server. 1.2 2. 2.1 customer is taken to have exclusively accepted and is immediately bound, jointly and raily, by these terms and conditions if the Customer places an order for Products or event of any inconsistency between the terms and conditions or this Contract and any prior document or schedule that the parties have entered into, the terms of this tract shall presil the terms and conditions contained in this Contract may only be noted in writing by the consent of both parties. Customer acknowledges that the supply of Products on credit shall not take effect until Customer has completed a credit application with Ecoword and it has been approved a credit intel stabilished for the account. As the contract is a credit intel stabilished for the account. As the contract is a credit intel stabilished for the account. As the contract is a contract in the contract is a credit intel stabilished for the account. As the contract is a contract in the contract in the contract is a contract in the contract is a contract in the contract in the contract is a contract in the contract in the contract is a contract in the contract in the contract is a contract in the contract is a contract in the 2.2 2.3 2.4 2.5 2.6 uoru Service Maintenance Forms, and:
e context so permits, the terms Products' or 'Services', as defined therein; and
are any inconsistencies between these documents then the terms and
13.1
socialization therein shall prevail.

13.1 Conditions contained therein shall prevail.

Fires and Omissioned season and excepts that Ecoworld shall, without prejudice, accept no insistence sextrome s 3. 3.1 thinburbble to the negligence and/or winus misconsular timediable to the negligence and/or winus misconsular timedia.
It is entitled to treat this Contract as repudiated nor render it invalid.
It hange in Control
the Control of 4. best Edwind in wining that said person is no longer the Customer's own your authorised searchardy. I be a considered that the customer's duty authorised representative, as per clause 5.1, is to a considered the mided authority to act on the Customer's behalf then the Customer must 13.6 intrally and clearly advise Ecoworld in writing of the parameters of the limited authority ted to their representative.

13.7 Customer specificative acknowledges and accepts that they will be solely liable to world for all additional costs incurred by Ecoworld (including Ecoworld's profit margin) in diding any Services, or variations's herefor, requested by the Customer's duty authorised that they will be specified to the consideration of the customer's duty authorised that the consideration of the customer's day authorised that the consideration of the co 5.3 representative (subject always to the limitations imposed under clause 5.2 (if only)).

3. Spectifications.

The Customer acknowledges that all descriptive specifications, illustrations, drawings, data, dimensions and weights stated in Ecoword's fast speets, price ligs or advertising material, are approximate only and are given by way of identification only. The Customer shall not be remarked to the contract, unless expressly stated as such in the contract, unless expressly stated as such writing by Ecoword.

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 Ecoword offers no refund, either partial or tuly, in the event of any carciplation by the Customer acknowledges and dozens that the supply of Products for accepted orders and leafles. Ecoword reserves the right to substitute comparable Products for components of 15.1 the Products) and vary the Process are not supplied to the Products of th changes.

Price and Payment.

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.

The Company of the Customer in respect of Products of Products.

The Company of the Customer in respect of Products of Products. olled; or world's ground Price (subject to clause 7.2) which shall be binding upon Ecoworld rided that the Customer shall accept Ecoworld's quotation in writing within thirty (30) d reserves the right to change the Price: variation to the Products which are to be supplied (including any applicable designs ns and/or specifications) is requisited or (a) "If a variation to the Products which are to be supplied (including any applicable designs, plans and/or specifications) is requested, or to the variety of the products which are to be supplied (including any applicable designs, to the variety of the product of the produc 7.3 7.4 7.5 Itomer on the dates determined by Ecoword, which may ue.
on Delivery, or
twenty (20) days following the end of the month in which a statement is posted to the
Customer's address, or address for notices; or
the date specified on any invoice or other form as being the date for payment, or
tailing any notice to the contrary, the date which is seven (7) days following the date of
ment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit
of a surcharge may apply per transaction), or by any other method as agreed to between
Customer and Ecoword. 7.6 gard I a surcharge may apply per transaction), or by any other method as agreed to between the busioner an incowork. The provided in the provi ther traces and duties that may be applicable in audituring the property of the country of the Customer to ensure there is clear access to, and from the configuration of the customer to ensure there is clear access to, and from the configuration of the customer shall pay the cost of the customer shall pay the cost of replacement, repear or rectriction to any paths, driveways, and access rothers to the property. The Customer shall also be label for all costs associated with any delays due to property. The Customer shall also be label for all costs associated with any delays due to property. The Customer shall also be label for all costs associated with any delays due to property. The Customer shall also be label for all costs associated with any delays due to property. The Customer shall also be label for all costs associated with any delays due to be property. The Customer shall pay the cost of the configuration of the cost of the cost of the customer of the cost of the cost of the cost of the cost of the customer's responsibility to ensure their employees are briefed regarding Ecoword's date obstacles removed to allow Ecoword's free access to the equipment for servicing and/or recairs. Bellivery
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 Ecovordis premises, or the Customer's nominated carrier, takes possession of the Products of the Customer's 17.2 to the Cu

13.2 15.2 16.3 17:1

Ecoworld – Terms and Conditions of Trade RISK
If 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
apportance with clause 12.1, the Products are at the Customer's risk whether Delivery is regarding with values I.c.1, the Products are at the Customer's risk whether Delivery is effected or not effected or not object to the product of the product of the product or present of product or the product of the product or the product of the product or the product of the collection, or deliver the Products to an unattend of collection, or deliver the Products to an unattend olication, then such Products shall be left at the Customer solventedges that Ecoword is only responsible for parts that are replaced by Ecowords, and in the eyen that other components/goods, subsequently fail, the Customer agrees to indemnity. Ecoworld against any loss or damage to the goods, or any part thereof howsever arising. Compilance with Laws moved the three of howsever arising. Compilance with Laws world shall comply with the provisions of all statutes, regulations and bylass 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 Work Safe guidelines in the work place. The parties agree that for the purposes of the HSW Act. purposes of the HSW Act. Ecoworld shall not be the person who controls the place of work 18.3 in terms of the HSW Act.

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

(a) the Customer has paid Ecoworld all amounts owning to Ecoworld; and the Customer has paid Ecoworld and products and the Customer to Ecoworld in respect 19.1 for the Customer has the paid their obligations due by the Customer to Ecoworld in respect 19.1 for the Customer has the paid their obligations are the products and the Ecoworld and until the Ecoworld's ownership or rights in respect of the Products, and this Contrad, shall continue. It is further agreed that, until ownership or the Products and must return the Products to Ecoworld on request the products on the Products on the Customer is only a ballee of the Products and must return the Products to Ecoworld on request the products of the Products on the Products of the Products on th (g) the Customer shall not charge to specify the products while they remain the products has not passed to the Customer.

Personal Property Securities Act 1999 ("PDSA")
Upon assenting to these terms and conditions in writing the Customer acknowledges and spread that: oner shall not charge or grant an encumbrance over the Products nor grant ise give away any interest in the Products while they remain the property of es that: these terms and conditions constitute a security agreement for the purposes of the PPSA; and (a) Pisse terms and conditions constitute a security agreement for the purposes of the PPSA and (b) a security interest is taken in all Products, and/or any monetary obligation of the PPSA and PPSA and (b) a security interest is taken in all Products, and/or any monetary obligation of the PPSA and (b) a security interest is taken in all Products, and/or any monetary obligation of the sustender. The supplied in the future by Ecoworld to the Customer.

The supplied in the future by Ecoworld to the Customer.

The supplied in the future of the supplied in ct to any express provisions to the contrary (including those contained in this clause 20.3 othing in these terms and conditions is intended to have the effect of contracting out of the provisions of the PPS. Subject to any express provisions by the control of the provisions of the PPSA.

3n) onlying in these terms and conditions is interided to have the entex or control of the provisions of the PPSA.

3n) of the provisions of the PPSA.

Security and Charge
in considerating of Ecowith agreeing to supply Products the Customer charges all of its provisions of the customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).

The Customer indemnifies Ecoworld from and against all Ecoworld's costs and estimated the provisions of this clause 14 including, but not limited to, signing any document on the Customer's true and lawful alternative to provisions of this clause 14 including, but not limited to, signing any document on the Customer's true and lawful alternative to provisions of this clause 14 including, but not limited to, signing any document on the Customer's the provisions of t

Customer's shehait

Defects, Returns and Warranties
The Customer shall inspect the Products on Delivery and shall within seven (7) days (time being of the pessence) notify. Ecoword of any alleged defect, discrepancy in quantity damage or failure to compy with the description or qualities. The Customer's shall alroy the products within a reasonable time following such Ecoword an opportunity to inspect the Products within a reasonable time following such shall fall to compy with these provisions the Products which Ecoword that agreed in writing that the Customer is entitled to reject, Ecoworld's liability for any defect or damage to the Products which Ecoword that agreed in writing that the Customer is entitled to reject, Ecoworld's liability for any defect or damage to the Products without Ecoword that agreed in writing that the Customer is entitled to reject, Ecoworld's liability for any defect or damage to the Products sits. 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, which may be a specified to the Customer by Ecoworld, at Ecoworld's sole (i) an expressed warranty that """. werevals uncurrentation, provided to the Customer by Ecoworld, at Ecoworld's sole discretion, which may be:

(i) an expressed warranty that will cease in respect of the Products supplied from the date of installation in accordance with dates 9 of coworld's Terms and the provided with the product of the pr 22.2

condition, representation or warranty other than that which is given by the manufacturer of the Products. The negated absolute with the provisions of dause 15, 13, and 15, an

"In the Customer failing to properly manusin, income or the than that for which they were designed; or 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) that were and tear, any accident, or act of 500.

It are wear and tear, any accident, or act of 500.

It are wear and tear, any accident, or act of 500 in the customer schrowledges that it has had full broofficial to its order to the customer acknowledges that it has had full broofficial to its order to the customer acknowledges 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 any burpose and any implied warranty, statution; or otherwise, is expressly excluded. The Customer acknowledges and agrees that Ecoworld has agreed to provide the Customer with the Products, and calcifulated the Price thereot, in reliance of this clause 15. Intellectual Property Customer with the Products, and calculated the Price thereof, in reliance of this clause 15.5. Intellectual Property
Where Ecoword has designed, drawn or developed Products for the Customer, then the copyright pertaining to intellectual property in any designs and drawings, developed Products concepts and/or documents shall remain the property of Ecowords. Under 24.5 experience of the Customer warrants that all designs, specifications or instructions given to Ecoword to Infringe any patient, registered design or, trademark in the execution of the Customer warrants that all designs, specifications or instructions given to Ecoword or the Customer agrees to indemfiny Ecoword against any action of the Customer agrees to indemfiny Ecoword against any action that the party against Ecoword in respect of any such imfigrement.

24.7 entry into any competition, any documents, designs, drawings or Products which Ecoword has created for the Customer.

entry into any competition, any documents, designs, drawings or Products which Ecoword as created for the Customer. Or Default Interest and overlate the control of the Customer over the Customer ove

enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors, or anapaer, liquidator (provisional or otherwise) or similar persons is appointed in respect of the Customer or any asset of the Customer. Cancellation
Without prejudice to any other remedies Ecoword 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 suffers because Ecoworld has exercised its rights under this clause. Ecoworld may cancel any contract to which these terms and conditions apply or cancel believery at any time before the Products have been delivered, by giving written frotte to the Customer, Or giving such notice to the customer of change what some contract to which these terms and conditions apply or cancel believery at any time before the Products have been delivered by giving written frotte to the Customer, Or giving such notice to the customer ary mones paid in the contract of the product of the

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tions such cancellation. Ocusioner cancels this Contract or Delivery, the Customer shall be in the event and all oss incurred (whether direct or indirect) by Excoword as a direct result of the cancellation (including, but not limited to, any loss of potilis). However, the cancellation of orders for Products made to the Customer's specifications, or for non-stockist items, will definitely not be accepted once production has commenced or an order privacy Policy. All emails, documents, images or other recorded information held or used by Ecoworld Sersyanal Information as edined and referred to in clause 19.3 and therefore considered conflorable. Incomord activities, and an experimental and the commence of the commence of the production of the production of the commence of the commence of the production of the commence of the production of the commence of the commence of the production of the commence of the commence of the production of the commence of the commence of the production of the production of the commence of the commence of the production of the

Service of Notices
Any written notice given under this Contract shall be deemed to have been given and

elved: by handing the notice to the other party, in person; by leaving it at the address of the other party as stated in this Contract; by sending it by registered post to the address of the other party as stated in this Contract; by sending it by registered post to the address of the other party as stated in this Contract; if sent by facsimile transmission to the fax number of the other party as stated in this if sent by facsimile transmission to the fax number of the other party as stated in this fasent by send in one open do optimized on the transmission; if sent by send in the other party is last known email address. The other party is the party is last known email address, in other party is posted shall be deemed to have been served, unless the contrary is wn, at the time when by the ordinary course of post, the notice would have been vered.

23. 23.1

The Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust" Lihen whether or not Ecoworld may have notice for Inst, the Customer coveraints with Ecoworld as follows:

(a) the Contract extends to all rights of indemnity which the Customer now or subsequently (b) the Customer coveraints with Ecoworld as follows:

(b) the Customer das 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 interest of the Customer will be contract and the provisions of the Trust do not purport to exclude or take away the contract and the provisions of the Trust do not purport to exclude or take away the information of the customer will only the customer will only the customer will not be contracted to the customer will not release the tright of indemnity of ordinary of the customer will customer will not be contracted to the customer will not be contracted to the customer will not be contracted to the customer will not be a party to any other actions with minimum to the customer will not be a party to any other actions with the customer will not be a party to any other actions with a customer will not be a party to any other actions with the customer will not be a party to any other actions with the customer will not be a party to any other actions with the customer will not be a party to any other actions will not be a party to any other actions with the customer will not be a party to any other actions will not be a party to any other actions with the customer will not be a party to any other actions will not be a party to any other actions will not be a party to any other actions will not be a party to any other actions will not be a party to any other actions will not be a party to any other actions will not be a party to any other actions will not be a party to any other actions will not be a party to any other actions will not be a party to any other act

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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. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaid, they apply shall be governed by the heat germs and conditions and any contract to which they apply shall be governed by the conditions are the state of the desired of the desired and are subject to the jurisdiction of the Hamilton Court of New Areland of the Section 1.

of ovisions shall not be girelueur, projunce of a control to which they apply shall be governed by the fissel permission of her Hamilton Court of New Lealand and are subject to the jurisdiction of the Hamilton Court of New Lealand and are subject to the jurisdiction of the Hamilton Court of New Lealand and are subject to the jurisdiction of the Hamilton Court of New Lealand and are subject to the jurisdiction of the Hamilton Court of New Lealand Lealand Consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Ecoword of these terms and conditions (alternative) Ecoword's liability shall be limited to damages which under no commissiones shall exceed the Prog. Customer acknowledges that the provisions of the Consimer Guarantees Act 1993 do not apply to the supply of Products and/or Services by Ecoword to the Customer. The Customer hereby disclaims any right to resident or quantity and the supply of Products and/or Services by Ecoword to the Customer. The Customer hereby disclaims any right to resident or any inable that the Products are bought relying solely upon the Customer's skill and judgment. Ecoword may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer according to the Customer and the customer's skill and judgment. Ecoword may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's skill and judgment. Ecoword may contract without the Customer and the products are successful to the Customer and the products and the products are successful to the Customer and the products are successful to the successful to the Sustamer. The Customer agrees that Ecoword may arried their great part to the Customer agrees that Ecoword may arried their great part to t