

TERMS AND CONDITIONS OF SALE ("Terms")

These Terms govern all present and future supplies of Goods by us to you.

1. Payment

By taking delivery or possession of the goods ("**Goods**") referred to in the quote, offer confirmation, invoice or like document presented to you ("**Quote**"), you, the purchaser ("**you**") agree to pay the amount specified in the Quote ("**Purchase Price**") to Royalwolf Trading New Zealand Limited ("**we**" or "**us**") on or before the due date.

2. Late payments

If any amount is not paid on the due date, you will pay interest on the amount not paid under the Quote ("**Overdue Amount**"). Interest on any Overdue Amount will be calculated monthly, at the rate of eighteen (18%) percent per annum on the Overdue Amount, from and including the due date to and including the date we receive the Overdue Amount.

3. Possession and Risk

By taking possession of the Goods, you acknowledge delivery and acceptance of the Goods in good condition. Risk in the Goods passes to you on delivery to you, your agent or carrier.

4. Retention of title

4.1 You acknowledge and agree that title to the Goods will only pass or be transferred to you when we receive payment in full of all money owing to us in relation to the Goods. Until we receive payment of such money you will hold the Goods, at our sole discretion, as bailee only. Prior to receipt by us of the full Purchase Price you must:

- (a) not intermingle the Goods with any other property;
- (b) not change the Goods in any way;
- (c) not change or obscure in any way any identification marking that we have placed on the Goods by lettering and numbering;
- (d) not sell the Goods except to a bona fide purchaser for full value;
- (e) keep all proceeds from the sale of the Goods in trust for, and on, our behalf in a separate trust account;
- (f) promptly pay the proceeds of any sale of the Goods to us.

4.2 The payment of the proceeds from the sale of the Goods by you does not relieve you of your obligation to pay to us the full Purchase Price.

5. Personal Property Securities Act

5.1 You grant to us a security interest in all present and after acquired Goods and their proceeds.

5.2 On our request you must promptly execute any documents and do anything else required by us to ensure that security interest over the Goods and their proceeds including providing any information we reasonably require to complete a financing statement or a financing change statement. You waive any right to receive a copy of a verification statement under the Personal Property Securities Act 1999 ("**the Act**").

5.3 You and we agree that nothing in sections 114(1)(a), 133 and 134 of the Act will apply to these Terms.

5.4 You and we also agree that the following rights of you as debtor will not apply:

- (a) to receive a statement of account under section 116;
- (b) to recover surplus under section 119;

- (c) to receive notice of a secured party's proposal to retain collateral under section 120(2);
- (d) object to a secured party's proposal to retain collateral under section 121;
- (e) not to have goods damaged when a secured party removes an accession under section 125;
- (f) not to be reimbursed for damage caused when a secured party removes an accession under section 126;
- (g) refuse permission to remove an accession under section 127;
- (h) receive notice of the removal of an accession under section 129;
- (i) apply to the Court for an order concerning the removal of an accession under section 131;
- (j) redeem collateral under section 132.

6. What are our rights if you commit a breach?

If you fail to pay any amount payable by you to us under these Terms on the due date or you cease doing business, have a liquidator, administrator, receiver and manager, controller or other like officer appointed over any or all of your assets, become insolvent, commit an act of bankruptcy or become the subject of a proceeding under any bankruptcy act, or its counterpart under the law of any territory outside of the jurisdiction of New Zealand, then without limiting our rights or remedies in any way we may (but are not obliged to) immediately without notice to you and without releasing you from any accrued obligations do one or more of the following:

- (a) terminate this agreement for the sale of the Goods to you;
- (b) declare the balance of the Purchase Price due and payable by you;
- (c) retake possession of the Goods; and
- (d) remedy any default that you commit under these terms and conditions (at your cost).

7. Your rights to possession of the Goods cease

Despite any provision in these Terms to the contrary, in the event that we terminate this agreement for the sale of the Goods to you, you will no longer be entitled to possession of the Goods and you must immediately return the Goods to us (at your cost) in accordance with these Terms. After we terminate this agreement, nothing in these Terms gives you any express or implied right or entitlement to, and you must not attempt or purport to, sell, hire, lease, encumber, grant any right or interest (of any nature) in or over the Goods.

8. Right to recover Goods

If and when this agreement for the sale of the Goods to you is terminated for breach by you, you hereby irrevocably authorise us to enter upon any premises where the Goods are located, and to use such reasonable force as may be necessary, for the purpose of removal of any Goods sold to you and to do so at your cost.

9. What happens to property attached to the Goods?

In the event that we retake possession of all or any part of the Goods, you hereby irrevocably authorize us to take possession of any property in, on or attached to the Goods which is not our property, and you acknowledge and agree that we are not liable for its care or safekeeping.

10. EXCLUSION OF WARRANTIES

10.1 State of the Goods

You acknowledge and agree that you:

- (a) have inspected or had an opportunity to inspect the Goods prior to their delivery to you; and
- (b) you accept them in their current state.

10.2 Specific warranties excluded

TERMS AND CONDITIONS OF SALE (“Terms”)

Without limiting paragraph 10.1 (b), we make no express or implied warranty in relation to:

- (a) the fitness of the Goods for any particular purpose;
- (b) the merchantability of the Goods; or
- (c) the description, state, quality or condition of the Goods.

10.3 Exclusion of warranties

To the full extent permitted by law, we exclude and are not liable for any condition or warranty (of any kind) which is not expressly set out in these Terms. You specifically acknowledge that where you acquire or hold yourself out as acquiring, the Goods for business purposes, the provisions of the Consumer Guarantees Act 1993 are excluded.

10.4 Limitation of Liability

You agree that if you suffer any loss (including economic loss), damage, cost, expense or claim howsoever arising as a result of the use or purchase of the Goods including without limitation any defect in the Goods, our liability to you is limited to the repair or replacement of the Goods.

11. GENERAL

11.1 Notices

All notices under these Terms must be in writing and be given to the address shown in the Quote, or to such other address as may be designated in writing by either party to the other.

11.2 Binding

These Terms are binding upon you and us, your and our successors and assigns and are governed by the laws of New Zealand. The parties consent to the non exclusive jurisdiction of the Courts of New Zealand. If you take possession of or retain any Goods, these Terms are valid and binding on you whether or not you have signed them.

11.3 Override

These Terms override and exclude any terms and conditions provided by you. These Terms may only be modified or varied if agreed in writing by our duly authorised officer.

11.4 Waiver of rights

A failure to exercise or delay in exercising any right, power or remedy by us does not operate as a waiver.

11.5 Cumulative rights

Our rights under these Terms are in addition to, and do not exclude, any rights at common law, equity or any other agreement between you and us.

11.6 Further Assurances

You agree to:

- (a) execute and deliver any instruments; and
- (b) do such other things,

as we may at any time request in connection with the enforcement of our rights under these Terms.

11.7 Not liable

We are not liable under any circumstances for any indirect, economic, special or consequential loss or damage of any nature whatsoever that you may suffer or incur from or in connection with the use or purchase of the Goods.

11.8 Privacy

If you enter into these Terms in a private capacity, you authorise the disclosure of personal information regarding your creditworthiness by any other party to us and that this personal information may be used by us in deciding whether to sell Goods and/or advance credit to you. You have the rights of access to and correction of personal information held by us subject to the provisions of the Privacy Act 1993.