

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Henwood Electrical" shall mean Henwood Electrical Limited, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing goods and services from Henwood Electrical.
- 1.3 "Goods and services" shall mean:
- 1.3.1 all goods and services of the general description specified on the front of this agreement and supplied by Henwood Electrical to the Customer; and
- 1.3.2 all goods and services supplied by Henwood Electrical to the Customer; and
- 1.3.3 all inventory of the Customer that is supplied by Henwood Electrical; and
- 1.3.4 all goods and services supplied by Henwood Electrical and further identified in any invoice issued by Henwood Electrical to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
- 1.3.5 all goods and services that are marked as having been supplied by Henwood Electrical or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Henwood Electrical; and
- 1.3.6 all of the Customer's present and after-acquired goods and services that Henwood Electrical has performed work on or to or in which goods and services or materials supplied or financed by Henwood Electrical have been attached or incorporated.
- 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 "Goods and services" shall also mean all goods, services and advice provided by Henwood Electrical to the Customer and shall include without limitation industrial/commercial electrical break-downs, repairs, maintenance and technical advice, all charges for labour, hire charges, insurance charges, freight costs, or any fee or charge associated with the supply of goods and services by Henwood Electrical to the Customer.
- 1.5 "Price" shall mean the cost of the goods and services as agreed between Henwood Electrical and the Customer and includes all disbursements eg charges Henwood Electrical pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by Henwood Electrical from the Customer for the supply of goods and services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises Henwood Electrical to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any goods and services provided by Henwood Electrical to any other party.
- 3.2 The Customer authorises Henwood Electrical to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the goods and services shall be deemed to be sold at the current amount as such goods and services are sold by Henwood Electrical at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the goods and services that is beyond the control of Henwood Electrical between the date of the contract and delivery of the goods and services.

5. PAYMENT

- 5.1 Unless otherwise agreed payment for goods and services shall be made in full immediately upon invoice.
- 5.2 Interest may be charged on any amount owing after the 20th day of the month following the date of the invoice at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by Henwood Electrical in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5 A deposit may be required.
- 5.6 Progress payments may apply.

6. QUOTATION

- 6.1 Where a quotation is given by Henwood Electrical for goods and services:
- 6.1.1 Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
- 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
- 6.1.3 Henwood Electrical reserves the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where goods and services are required in addition to the quotation the Customer agrees to pay for the additional cost of such goods and services.

7. RISK

- 7.1 The goods remain at Henwood Electrical's risk until delivery to the Customer.
- 7.2 Delivery of goods shall be deemed complete when Henwood Electrical gives possession of the goods directly to the Customer or possession of the goods is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.

8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 8.1 Title in any goods supplied by Henwood Electrical passes to the Customer only when the Customer has made payment in full for all goods provided by Henwood Electrical and of all other sums due to Henwood Electrical by the Customer on any account whatsoever. Until all sums due to Henwood Electrical by the Customer have been paid in full, Henwood Electrical has a security interest in all goods.
- 8.2 If the goods are attached, fixed, or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the goods shall remain with Henwood Electrical until the Customer has made payment for all goods, and where those goods are mixed with other property so as to be part of or a constituent of any new goods, title to these new goods shall be deemed to be assigned to Henwood Electrical as security for the full satisfaction by the Customer of the full amount owing between Henwood Electrical and Customer.
- 8.3 The Customer gives irrevocable authority to Henwood Electrical to enter any premises occupied by the Customer or on which goods are situated at any reasonable time after default by the Customer or before default if Henwood Electrical believes a default is likely and to

remove and repossess any goods and any other property to which goods are attached or in which goods are incorporated. Henwood Electrical shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Henwood Electrical may either resell any repossessed goods and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed goods and credit the Customer's account with the invoice value thereof less such sum as Henwood Electrical reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.

- 8.4 At Henwood Electrical's request the Customer must promptly sign any documents and do anything else required by Henwood Electrical to ensure that Henwood Electrical's security interest constitutes a first ranking perfected security interest in the items referred to in clause 8.3.
- 8.5 Where goods are retained by Henwood Electrical pursuant to clause 0 the Customer waives the following rights under the Personal Property Securities Act 1999 (the "PPSA"): the right to receive notice under s 120, the right to object under s 121, the right to receive notice for the sale of collateral under s 114(1)(a), the right to receive a statement of account under s 116, rights associated with the removal of accessions under ss 125, 126, 127, 129 and 131 of the PPSA.
- 8.6 The following shall constitute defaults by the Customer:
- 8.6.1 Non-payment of any sum by the due date.
- 8.6.2 The Customer intimates that it will not pay any sum by the due date.
- 8.6.3 Any goods are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize goods.
- 8.6.4 Any goods in the possession of the Customer are materially damaged while any sum due from the Customer to Henwood Electrical remains unpaid.
- 8.6.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distrains against any of the Customer's assets.
- 8.6.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
- 8.6.7 Any material adverse change in the financial position of the Customer.

9. PAYMENT ALLOCATION

- 9.1 Henwood Electrical may in its discretion allocate any payment received from the Customer towards any invoice that Henwood Electrical determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Henwood Electrical, payment shall be deemed to be allocated in such manner as preserves the maximum value of Henwood Electrical's purchase money security interest in the goods and services.

10. DISPUTES

- 10.1 No claim relating to goods and services will be considered unless made in writing within seven (7) days of delivery/and or installation.

11. LIABILITY

- 11.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Henwood Electrical which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Henwood Electrical, Henwood Electrical's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 11.2 Except as otherwise provided by clause 11.1 Henwood Electrical shall not be liable for:
- 11.2.1 Any loss or damage of any kind whatsoever, arising from the supply of goods and services by Henwood Electrical to the Customer, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from goods and services provided by Henwood Electrical to the Customer; and
- 11.2.2 The Customer shall indemnify Henwood Electrical against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Henwood Electrical or otherwise, brought by any person in connection with any matter, act, omission, or error by Henwood Electrical its agents or employees in connection with the goods and services.

12. CONSUMER GUARANTEES ACT

- 12.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires goods and services from Henwood Electrical for the purposes of a business in terms of section 2 and 43 of that Act.

13. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 13.1 If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Henwood Electrical agreeing to supply goods and services and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Henwood Electrical the payment of any and all monies now or hereafter owed by the Customer to Henwood Electrical and indemnify Henwood Electrical against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

14. WORKPLACE HEALTH AND SAFETY

- 14.1 Some goods supplied by Henwood Electrical may have, due to their intended use and purpose inherent health and safety hazards. Where relevant, the manual and or product information supplied by Henwood Electrical in respect of the goods identifies any actual health and safety hazards.
- 14.2 The purchaser must make its own assessment of the goods and any health and safety hazards they present when operated in the environment for which they were purchased.
- 14.3 Henwood Electrical shall not be liable to the purchaser in respect of any health and safety incident arising as a result of the purchaser using the goods in a manner that is not approved or contemplated by Henwood Electrical.

15. MISCELLANEOUS

- 15.1 Henwood Electrical shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

- 15.2 Failure by Henwood Electrical to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Henwood Electrical has under this contract.
- 15.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 15.4 We **DO NOT** operate on a "no fix – no charge" basis. It is often the case that the time/labour taken to diagnose a fault, prior to being able to estimate the cost of repair, is a large part of the total repair cost. We reserve the right to recover our costs for this labour, regardless of whether or not the repair is completed (due to such things as parts being no longer available, or the cost of repair being more than the customer is prepared to spend).
- 15.5 We are prepared to "cap" the cost of diagnosis (for Workshop repairs), providing the customer discusses this with us up front (when the job is dropped off/logged), and the "cap" value is agreed upon by both parties.
- 15.6 Our labour is charged from the time we start a job, until the time that it is finished. This is inclusive of travel from the Workshop, time on site, sourcing parts, travel back to Workshop, packaging items for shipping (if required),