

Standard Terms of Trade

(to be read in conjunction with any other written agreement)

HazTec Ltd

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1. Goods and/or Services

Both parties agree to:

- a. Act in good faith and demonstrate honesty, integrity, openness and accountability in their dealings with each other
- b. Discuss matters affecting this Contract or the delivery of the Goods and/or Services, whenever necessary
- c. Notify each other immediately of any actual or anticipated issues that could significantly impact on the Goods and/or Services or the Charges
- d. Comply with all applicable laws and regulations.

2. Estimate or Quotation (GST Exclusive)

Haztec may provide an Estimate to the Purchaser setting out the estimated price and quantity of the Goods and/or Services to be supplied. If the Estimate is acceptable to the Purchaser, the Purchaser may place an order within an acceptable timeframe. After delivery of the Goods and/or Services the actual price may be more or less than the estimated price.

Alternatively, the Purchaser may request a Quotation from Haztec setting out the price and quantity of the Goods and/or Services to be supplied. If the Quotation is acceptable to the Purchaser, the Purchaser may place an order within an acceptable timeframe.

Both parties agree to notify each other immediately of any actual or anticipated issues that could significantly impact on the Goods and/or Services or the Charges.

3. Acceptance

If any instruction is received by Haztec from the Purchaser for the supply of Goods and/or Services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Purchaser, the terms and conditions are definitive and binding.

4. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by Haztec shall apply to all orders for the Goods and the Services made by the Purchaser after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Purchaser. It shall be the Purchaser's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Purchaser, and accordingly any order made by the Purchaser after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

5. Price

- 5.1. The Price shall be as indicated on invoices provided by Haztec to the Purchaser in respect of Goods and/or Services supplied; or
- 5.2. The Price shall be the Price of Haztec's current Price at the date of delivery of any Goods and/or Services
- 5.3. Time for payment for the Goods and/or Services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms.
- 5.4. The Purchaser agrees that the cost Price shall be determined by Haztec, and shall take into consideration "one-off" costs such as design and production.
- 5.5. Haztec reserves the right to adjust charges for alterations to specifications of Goods and/or Services after the order has been placed.

6. Payment, Late Payment, Default of Payment and Consequences of Default of Payment

- 6.1. The method of payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Purchaser and Haztec.
 - 6.2. Subject to any provision to the contrary in the Contract, payment shall be received on or before the 20th of the month following the date of Haztec's invoice to the Purchaser, which shall be issued promptly on or after delivery of the Goods and/or Services.
 - 6.3. Late payment shall incur interest at the rate of 15% per annum calculated on a daily basis. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by Haztec, but without prejudice to Haztec's other rights or remedies in respect of the Purchaser's default in failing to make payment on the due date.
 - 6.4. The Purchaser may be liable for Haztec's debts collection and/or legal costs incurred for pursuing the debt if payment is not made by the Purchaser by the due date.
 - 6.5. Without prejudice to any other remedies Haztec may have, if at any time the Purchaser is in breach of any obligation (including those relating to payment), Haztec may suspend or terminate the supply of Goods and/or Services to the Purchaser and any of its other obligations under the terms and conditions. Haztec will not be liable to the Purchaser for any loss or damage the Purchaser suffers because Haztec exercised its rights under this clause.
 - 6.6. In the event that:
 - a. any money payable to Haztec becomes overdue, or in Haztec's opinion the Purchaser will be unable to meet its payments as they fall due; or
 - b. the Purchaser 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
 - c. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Purchaser or any asset of the Purchaser;then without prejudice to Haztec's other remedies at law Haztec shall be entitled to cancel all or any part of any order of the Purchaser that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to Haztec shall, whether or not due for payment, immediately become payable.
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7. Governing laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the Goods and/or Services or these Terms of Trade.

8. Dispute resolution

- 8.1. The parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Contract. The following process will apply to disputes:
- a. Either party must notify the other if it considers a matter is in dispute
 - b. The Contract Managers will attempt to resolve the dispute through direct negotiation
 - c. If the Contract Managers have not resolved the dispute within 10 business days of notification, they will refer it to the Parties' senior managers for resolution, and
 - d. If the senior managers have not resolved the dispute within 10 business days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
 - e. Each party will pay its own costs of mediation or alternative dispute resolution.
 - f. If there is a dispute, each party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.
 - g. Each party agrees not to start any court action in relation to a dispute until it has complied with the process described in the clause, unless court action is necessary to preserve a Party's rights.

9. Reservation of title

Ownership and title of the goods remains with Haztec until the purchased price and all other monies owing by the Purchaser, under the contract or any other contract to Haztec, have been paid in full. Haztec has the right to enter the Purchaser's premises and repossess the goods if payment is not received in full.

10. Liability

Haztec shall be responsible to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. Haztec currently has Insurance Cover provided by AON NZ; a Coverage Schedule is available upon request.

Haztec shall not be liable for any loss of any kind whatsoever suffered by the Purchaser as a result of any breach of any of Haztec's obligations under the contract, including any cancellation of the contract or any negligence on the part of Haztec, its servants, agents or contractors, nor shall Haztec be liable for any loss, damage or injury caused to the Purchaser's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Purchaser shall indemnify Haztec against any claim by any such person.

11. Definitions

In these conditions unless the context otherwise requires:

- Haztec means HazTec 2018 Ltd
 - Purchaser means the person or company buying the goods and/or services from Haztec.
 - Goods and/or Services mean the products and/or services being purchased by the Purchaser from Haztec.
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- Contract means the legal agreement between Haztec and the Purchaser that comprises this Terms of Trade, or any other written document for the purchase of the Goods and/or Services.
- Date of the contract means where the contract arises from an estimate or quotation given by Haztec, i) the date of acceptance of the order by Haztec; or ii) the date upon written notification of acceptance of the estimate or quotation is received by Haztec.
- Contract price means the price of Goods and/or Services as agreed between the Purchaser and Haztec.
- Person includes a corporation, association, firm, company, partnership or individual.
- Estimate means how much Haztec thinks the Goods and/or Services will cost. The actual price may be more or less.
- Quotation means the fixed price on offer for specific Goods and/or Services for a fixed term.
- Contract Manager is Haztec's appointed decision maker.

