

# TERMS AND CONDITIONS OF SALE, HIRE OR DEMONSTRATION OF GLOBAL SURVEY LIMITED

## INTERPRETATION

1. a. Unless accepted by the Company in writing no variation or modification of these Terms and Conditions will bind the Company.
- b. "Company" means Global Survey Limited.
- c. "Customer" means the person, company or other business placing the order to have goods supplied or to hire or demonstrate the goods.
- d. Words importing the singular shall include the plural and vice versa.
- e. "The Purchase Price" means the total purchase price required by the Company for the supply of goods made pursuant to the order for purchase, hire or demonstration.
- f. "PPSA" means the Personal Property Securities Act 1999.

## AGREEMENT

2. a. These conditions of sale shall apply to and determine the supply by the Company to the Customer of all goods as described in the Schedule ("Goods") as well as hireage of goods and the demonstration of goods. Should there be any conflict between these conditions and the terms of any Order submitted by the Customer or any price list, invoice or delivery docket issued by the Company, these conditions shall prevail unless otherwise agreed in writing by the Company.
- b. These conditions may only be varied in writing signed by a duly authorised signatory of the Company and no other employee, agent or representative of the Company shall have any authority to amend, modify or add to these conditions.
- c. The Company reserves the right at any time or from time to time, to amend, vary or add to these conditions with effect from the date of notification to the Customer.

## PAYMENT

3. a. Unless otherwise agreed by the Company in writing, all orders must be paid in full upon delivery.
- b. If the Company grants credit to the Customer, the terms of such credit shall be payment in full without deduction by way of set off, counter claim or other, on or before the 20<sup>th</sup> day of the month following the date of invoice.
- c. In the case of hire or demonstration, payments shall be made strictly upon the due date/s for payment.
- d. If payment in full is not received on due date the Company may:
  - i. repossess the Goods as per clause 6 herein.
  - ii. withdraw any credit agreement.
  - iii. charge the Customer interest on all monies outstanding to the Company (including monies owed from previous orders) at the rate of five (5) % per month from the due date for payment until paid.
  - iv. charge the Customer all expenses and legal costs incurred by the Company as a result of the Customer's default.
- e. The Company may at its discretion apply any payments it receives from the Customer in and towards the satisfaction of any indebtedness of the Customer and it shall not be bound by any conditions or qualifications that the Customer may make in relation to payments made under this or any other contract with the Company.
- f. Price and discount are subject to change without notice.

## DELIVERIES AND RETURN OF GOODS

4. a. The Customer's order shall indicate the place for delivery of the Goods and delivery shall be completed upon arrival of the Goods at the place specified by the Customer.
- b. The Company will use its best endeavours to deliver Goods on the date/s requested by the Customer but shall have no liability whatsoever if unable for any reason to do so.
- c. The return of Goods shall be at the Company's sole discretion.
- d. Partial deliveries or delivery in instalments are at the Company's discretion.
- e. Where delivery is requested urgently by the Customer, all charges for delivery will be charged to the Customer.
- f. Goods returned for credit require prior authorisation by the Company and must then be returned freight paid and in original condition within ten (10) days of the date of the invoice.
- g. Non-standard items supplied to specification or specially indented items are not returnable for credit.

## RISK AND TITLE

5. a. All risk of any loss or damage or deterioration in respect of the Goods shall pass to the Customer upon delivery to the Customer, however ownership remains with the Company until the Purchase Price has been paid in full. All claims for damage or loss in transit must be made on the carrier.
- b. The Customer grants a security interest over all present and after acquired Goods supplied by the Company their proceeds as security for payment of the Purchase Price of those Goods.
- c. The Customer agrees that until payment has been made the Goods are held by it as bailee to be sold as agent for the Company, and that it will if requested to do so store the Goods in a manner that makes it clear that they are the property of the Company.

## REPOSSESSION

6. The Company may take possession of the Goods where any event of default as defined in Clause 9 occurs or the Goods are at risk (as defined in Section 109 of the PPSA) and for that purpose it shall have the irrevocable right or licence by its agents, servants and employees to enter the premises of the Purchaser or any other premises where the Goods are situated without being liable in any way to the Purchaser, and the Purchaser shall indemnify the Company upon demand for all claims by any third party for any losses resulting from the Company effecting repossession.

## LIABILITY

7. a. The Company's liability for any loss, damage or injury arising directly or indirectly from any defect or non-compliance in the Goods or any other breach of the Company's obligations herein, shall be limited to the manufacturers warranty on such Goods. The Company itself shall have no liability whatsoever.
- b. The Company will not be liable for any consequential, indirect or special damages or loss of any kind whatsoever to the Customer nor loss to the Customer's servants, agents or purchasers for any loss, damage or injury arising from any defect or non-compliance of the Goods.
- c. The Customer indemnifies the Company against all and any claims by the Customer's servants, agents, purchasers or other persons with respect to any loss, damage or injury arising from any defect or non-compliance of the Goods.

## INFORMATION

8. a. In placing the order with the Company, the Customer (where a company, every director and shareholder of that Company and where a partnership, every partner) irrevocably authorises any person or company to:
  - i. provide the Company with such information as it may require to establish the Customer's credit worthiness and to meet the requirements of the PPSA; and
  - ii. irrevocably authorise the Company to provide any third party any details given to the Company by the Customer at anytime collected for the purpose of placing an order or application for credit.
- b. The Customer acknowledges all information collected by the Company concerning the Customer is collected for the purposes set out above and may be accessed and corrected by the Customer pursuant to the Privacy Act 1993.
- c. All information provided to the Company by the Customer and other information received about the Customer will be held by the Company at its Head Office at 19F Triton Drive, Rosedale, Auckland.

#### DEFAULT

9. a. The Company shall be entitled to suspend or cancel all or any part of the Conditions of Sale and/or any other contract or contracts with the Customer, in addition to its other remedies, upon the happening of any of the following events of default:
- if any amount payable by the Customer to the Company is overdue;
  - if the Customer is in breach of any term of the Terms and Conditions of Sale;
  - if the Customer becomes insolvent;
  - if a receiver is appointed in respect of the assets of the Customer;
  - if the Customer ceases or threatens to cease business;
  - if application is made for the liquidation of the Customer;
  - any attempt is made by the Customer to enter into a scheme of arrangement for payment of creditors.
- b. If this agreement is cancelled, all sums owing by the Customer shall become immediately due and payable.

#### PERSONAL PROPERTY SECURITIES ACT 1999

10. I/We, the abovenamed Customer, hereby acknowledge/s in agreeing to these conditions of sale that:
- The terms contained in this application and conditions of sale constitute a security agreement for the purpose of Section 36 of the Personal Property Securities Act 1999.
  - Pursuant to this security agreement the Customer will grant a security interest in all its present and after-acquired goods supplied by the Company and the proceeds of sale pursuant to the Personal Property Securities Act 1999.
  - The Company may register a financing statement in respect of any such security interest on the Personal Property Securities Register and if so required by the Company the Customer will pay all the Company's expenses and legal costs (on a solicitor/client basis) in or in connection with the registration of a financing statement or financing change statement relating to the security interest created by this agreement or obtaining an order under Section 167 of the PPSA.
  - No Goods will be supplied by the Company until this agreement has been signed by the Customer in accordance with the requirements of Section 36 Personal Property Securities Act 1999 and in a manner satisfactory to the Company and the Company is satisfied as to the creditworthiness of the Customer.
  - The Customer agrees that Sections 114(1)(a), 133 and 134 of the PPSA shall not apply to this agreement or the security under this agreement.
  - The Customer waives their right to receive a copy of the verification statement confirming registration of a financing statement relating to the security interest created by this agreement.
  - The Customer agrees that none of their rights as debtor under Sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 shall apply to this agreement.
  - The Customer agrees where the Company has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.
  - The Customer will not change its name without first notifying the Company of its new name not less than seven days before the change takes effect.

#### HIRE

11. In addition to the terms above, the following applies to Goods taken on hire from the Company:
- The Customer is required to keep any Goods hired clean of soil, concrete and any other material which may affect the appearance and efficient use of the Goods. It is recommended Goods be wiped clean regularly during use. Windows and lenses of laser equipment should be cleaned with a soft dry cloth or tissue to avoid damage.
  - Any Goods returned in soiled condition will incur a \$100.00 cleaning charge.
  - Goods must be transported in the carry case provided. Failure to do so will render the Customer fully liable for all damage incurred and costs.
  - Any Goods not returned on the day and time agreed will incur extended hire charges.
  - The Company's insurance cover on hire or demonstration Goods, subject to policy exemptions, covers damage or theft during:
    - transit to your site;
    - while locked up on site or home;
    - in a locked vehicle but NOT for damage or theft when not under lock and key.

It is the Customer's responsibility to insure the Goods when not under lock and key. Any damage or theft while not under lock and key (i.e. in use, on site or otherwise not in locked custody) will be charged to the Customer including loss or damage of accessories and power cables. The Customer acknowledges it has viewed the conditions and exemptions which apply to the Goods and that a copy of the insurance policy was available for inspection at the time of hire. The Customer shall adequately insure the Goods for loss or damage while in use and for any period and risk not covered by the Company's insurance policy.

- The Customer shall pay any excess on the Company's insurance policy covering the Goods for each and every claim made whilst the Goods were in the Customer's possession.
- Where hire charges are overdue, a five (5) % per month finance charge will be charged to the Customer.
- The Goods at all times remain the property of the Company.
- During the period of hire, the Customer will not sell, offer for sale, assign, mortgage, pledge, sub-let, lend or otherwise deal with the Goods hired nor let them out of the Customer's possession.
- The Customer will not allow the Goods to become affixed to any plant, machinery, vehicles or other apparatus or thing ("apparatus") without notifying the Company at the time of hire and the owner of such apparatus that the Goods are on hire and are not owned by the Customer. The Customer indemnifies the Company for any and all loss, claims, costs, damage and damages, including consequential loss, arising from any breach of this covenant.
- The Customer will use the Goods for the purpose they are designed for only. Any abnormal or reckless use of the Goods will render the Customer fully liable for any damage to the Goods and loss incurred by the Company including consequential loss and costs.

#### DEMONSTRATION

12. In addition to the terms above, the following applies to the Goods agreed by the Company in writing to be provided on demonstration:
- All terms of demonstration shall be agreed in writing by the Company.
  - The provisions of Clause 11 shall apply with respect to the use, care welfare, insurance and liability for the Goods.
  - Should the Goods not be returned by the Customer at the expiry of the agreed term of demonstration, the Goods shall be deemed to be taken on hire and all charges, terms and conditions relating to the Goods shall apply.

#### SCHEDULE OF GOODS

13. Goods that could be supplied include
- Laser levelling and machine control products including sensors and accessories.
  - Surveying equipment, levels, total stations, GPS, GIS, software including accessories.
  - Measurement instruments including disto, clinometers, compasses and accessories and any other goods that may be described in any invoice rendered by the Company to the Customer.

Sign:

Date:

Name:

Company: