TEMPRITE REFRIGERATION AUCKLAND LIMITED

Refrigeration and Air Conditioning Engineers

PO Box 79-502, Royal Heights, Waitakere 0656. Mobile (021) 713 200.

Email tempritenz@xtra.co.nz. Web www.tempritenz.co.nz.

GST registration 62-065-893.

APPLICATION FOR CREDIT ACCOUNT, AND GUARANTEE AND INDEMNITY

August 2026. The Temprite terms and conditions of sale are attached and form part of this application.

A. APPLICANT

Full legal name of applicant

Trading name

NZBN

Company or entity number

Date of incorporation

Physical address

Registered office

Postal address

Telephone

Email for invoices

Email for statements

Nature of business

Contact name and position

Accounts payable contact

Credit limit requested

Estimated monthly purchases

B. TYPE OF ENTITY

Tick one: limited liability company; partnership; sole trader; trust; incorporated society; other, specify.

Full details of every director, partner, trustee or principal are required. The Seller may decline an application that is incomplete.

Full legal name	Date of birth	Residential address	Driver licence number

C. BANK, ACCOUNTANT AND TRADE REFERENCES

Bank and branch

Accountant and telephone

Trade reference, business name	Contact name	Telephone	Email

D. ACKNOWLEDGMENT AND AGREEMENT BY THE APPLICANT

The applicant applies for a credit account with Temprite Refrigeration Auckland Limited, referred to as Temprite, and acknowledges and agrees as follows.

1. The applicant has received, read and understood the Temprite terms and conditions of sale attached to this application, and agrees that those terms govern every supply of goods and services by Temprite to the applicant, and that Temprite may amend them in accordance with clause 2.6 of those terms.
2. Payment is due in full by the twentieth day of the month following the month of invoice, without deduction, set off or withholding of any kind.
3. Default interest of 2 per cent per month, equivalent to 24 per cent per annum, is payable on any amount not paid by its due date, calculated daily from the due date until payment in full in cleared funds and compounding monthly, both before and after judgment, as provided in clause 6 of the terms.
4. All costs of recovering any overdue amount are payable by the applicant as a debt due on demand and form part of the amount owing, as provided in clause 7 of the terms. Those costs include debt collection agency commission, which the applicant acknowledges may be up to 25 per cent of the amount referred plus GST and is payable in addition to the principal debt and default interest, legal costs on a solicitor and own client basis, and court, enforcement and insolvency costs.
5. Goods remain the property of Temprite until all amounts owing on any account, including default interest and recovery costs, have been paid in full in cleared funds. The applicant grants Temprite a security interest, including a purchase money security interest, in all goods supplied and their proceeds and accessions, consents to Temprite registering a financing statement on the Personal Property Securities Register, and waives its right to receive a verification statement.
6. An account that becomes overdue is automatically suspended, and credit may be reduced, suspended or withdrawn at any time at Temprite's discretion.

7. The applicant authorises Temprite to make the credit enquiries described in section E and confirms that the information given in this application is true and correct.

8. The person signing below is authorised to sign this application on the applicant's behalf.

E. PRIVACY ACT 2020 AUTHORISATION

The applicant, and each person who signs this application in any capacity, authorises Temprite to collect, hold, use and disclose personal information about them for the purposes of assessing creditworthiness, establishing and administering the account, supplying goods and services, recovering amounts owing and enforcing the terms of trade. They authorise Temprite to obtain information about them from, and to disclose information about them to, any credit reporter, credit reporting agency, debt collection agency, trade referee, bank, accountant, insurer, other credit provider and Temprite's lawyers, including information about any overdue amount or default, and they authorise any of those persons to give that information to Temprite. They acknowledge that information about an overdue amount may be recorded on their credit file and may affect their ability to obtain credit. Personal information is held by Temprite at its principal place of business, and each individual has the right to access and to request correction of their personal information under the Privacy Act 2020.

F. EXECUTION BY THE APPLICANT

Signature ______________________________

Full name ______________________________

Position ______________________________

Date ______________________________

GUARANTEE AND INDEMNITY

This guarantee and indemnity is given to Temprite Refrigeration Auckland Limited in respect of the applicant named in section A above.

Each director, trustee, partner or principal of the applicant is required to sign it.

In consideration of Temprite Refrigeration Auckland Limited, referred to as Temprite, agreeing at my or our request to supply goods and services to the applicant on credit, or continuing to do so, each person who signs this guarantee and indemnity, referred to as the guarantor, agrees as follows.

1. Guarantee. The guarantor guarantees to Temprite the due and punctual payment of all money that is now or at any time in the future owing by the applicant to Temprite on any account whatsoever, and the performance of all of the applicant's obligations, including the obligation to pay default interest under clause 6 and recovery costs under clause 7 of the terms and conditions of sale.
2. Indemnity. As a separate and independent obligation, the guarantor indemnifies Temprite against all loss, damage, cost and expense suffered or incurred by Temprite if any amount referred to in clause 1 is not recoverable from the applicant for any reason, including any legal disability or incapacity of the applicant, the applicant being or becoming insolvent, being placed in liquidation or receivership, being removed from the register or being dissolved, or any obligation of the applicant being or becoming void, voidable or unenforceable. That indemnity is enforceable against the guarantor as a principal obligation even if the guarantee in clause 1 is for any reason ineffective.
3. Continuing guarantee. This is a continuing guarantee and indemnity. It is not limited to the balance owing at the date it is signed, it applies to all future supplies, and it remains in force until Temprite gives the guarantor a written release. The guarantor may give Temprite written notice of revocation, but revocation takes effect only in respect of goods and services supplied after Temprite actually receives the notice, and does not affect the guarantor's liability for amounts already owing or already committed to.
4. Joint and several. Where more than one person signs, their liability is joint and several, and Temprite may enforce this guarantee and indemnity against any one or more of them.
5. Principal debtor. The guarantor is liable as a principal debtor and not merely as a surety. Temprite may make demand on and enforce this guarantee and indemnity against the guarantor without first making demand on the applicant, without taking any step or issuing any proceeding against the applicant, and without enforcing or resorting to any other guarantee or security it holds.
6. Liability not affected. The guarantor's liability is not affected, discharged or reduced by any of the following:
   - (a) any variation of the terms and conditions of sale or of any contract with the applicant, including any increase or reduction in any credit limit, whether or not the guarantor is notified of it;
   - (b) any time, credit, indulgence, waiver, compromise, arrangement or release given to the applicant or to any other guarantor;

(c) the death, insolvency, bankruptcy, incapacity, release or discharge of any other guarantor, or the failure of any other person to sign or to be bound by this guarantee and indemnity;

(d) any change in the constitution, name, ownership, control, membership, shareholding or trusteeship of the applicant or of Temprite, and this guarantee and indemnity extends to the applicant in its changed form;

(e) any failure by Temprite to register, perfect, maintain, realise or enforce any security interest, or any loss of or dealing with any security;

(f) any payment to Temprite that is later avoided, set aside or required to be repaid under any insolvency law, in which case the guarantor's liability is restored as if that payment had never been made; or

(g) anything else that but for this clause would operate to release or discharge the guarantor in whole or in part.

7. No competition. Until Temprite has been paid in full, the guarantor must not prove or claim in competition with Temprite in any liquidation, bankruptcy, receivership or arrangement of the applicant, must not exercise any right of subrogation, contribution, set off or indemnity against the applicant or any other guarantor, and must not take or hold any security from the applicant.

8. Payment on demand. The guarantor must pay all amounts guaranteed on demand in writing, without deduction, set off, counterclaim or withholding, together with default interest under clause 6 and recovery costs under clause 7 of the terms and conditions of sale. A certificate signed by a director of Temprite as to the amount owing is conclusive evidence of that amount in the absence of manifest error.

9. Charge over property. As security for the guarantor's obligations under this guarantee and indemnity, the guarantor charges in favour of Temprite all of the guarantor's present and future estate and interest in any land and any other property. The guarantor consents to Temprite lodging a caveat or other notice against the title to any such land to protect that charge, and agrees to sign any document Temprite reasonably requires to give effect to this clause.

10. Bound by the terms of trade. The guarantor has read the terms and conditions of sale attached to this application, and agrees to be bound by them as if the guarantor were the applicant, including the provisions relating to privacy and credit reporting in clause 20.

11. Credit and personal information. The guarantor authorises Temprite to obtain personal and credit information about the guarantor from any credit reporter, credit reporting agency, bank, other credit provider or trade referee, and to disclose information about the guarantor, including any default, to any credit reporter and to any debt collection agency and to Temprite's lawyers, for the purposes of assessing the guarantee, administering the account and recovering amounts owing.

12. Independent advice. The guarantor acknowledges that Temprite has recommended that the guarantor obtain independent legal advice before signing, that the guarantor has had a full opportunity to do so, and that the guarantor has either obtained that advice or has decided of the guarantor's own free will not to obtain it. The guarantor acknowledges that the guarantor may become personally liable for the whole of the applicant's debt, and that the guarantor is not relying on any statement made by Temprite or by any of its personnel.

13. Law. This guarantee and indemnity is governed by New Zealand law, and the guarantor submits to the exclusive jurisdiction of the New Zealand courts.

SIGNED BY THE GUARANTORS

Each guarantor must sign personally. A signature on behalf of the applicant company is not sufficient.

First guarantor

Signature of guarantor

Full legal name

Date of birth

Residential address

Date

Signed in the presence of:

Signature of witness

Full name of witness

Occupation

Address

Second guarantor

Signature of guarantor

Full legal name

Date of birth

Residential address

Date

Signed in the presence of:

Signature of witness

Full name of witness

Occupation

Address

TEMPRITE REFRIGERATION AUCKLAND LIMITED

TERMS AND CONDITIONS OF SALE

August 2026. These terms replace all earlier terms of trade.

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms, unless the context requires otherwise:

(a) Buyer means the person, company, partnership, trust, incorporated society or other entity to whom the Seller supplies or agrees to supply Goods or Services, or to whom Goods or Services are charged, and includes that party's successors, executors, administrators, assigns and any person who orders Goods or Services with that party's actual or apparent authority.

(b) Contract means each contract for the supply of Goods or Services formed under clause 2, incorporating these terms.

(c) Credit Application means the Seller's application for credit account signed by the Buyer, including any guarantee and indemnity given in it.

(d) Goods means all goods, plant, equipment, units, components, parts, materials, refrigerant and consumables supplied or to be supplied by the Seller to the Buyer.

(e) GST means goods and services tax under the Goods and Services Tax Act 1985.

(f) PPSA means the Personal Property Securities Act 1999.

(g) Price means the amount payable for the Goods and Services, exclusive of GST.

(h) Seller means Temprite Refrigeration Auckland Limited and its successors and assigns.

(i) Services means all work carried out by the Seller, including refrigeration and air conditioning design, supply, installation, commissioning, servicing, repair, maintenance, breakdown attendance, decommissioning, testing and advice.

(j) Working Day has the meaning given in the Construction Contracts Act 2002.

1.2 In these terms: the singular includes the plural and the reverse; one gender includes the others; a person includes a body corporate and the reverse; a reference to a statute includes any amendment to or replacement of it and any regulations made under it; includes and including are not words of limitation; a reference to a clause is a reference to a clause of these terms; and all amounts are exclusive of GST unless stated otherwise.

1.3 Headings are for convenience only and do not affect interpretation.

2. APPLICATION OF THESE TERMS

2.1 These terms apply to and form part of every Contract and govern every supply of Goods and Services by the Seller, to the exclusion of all other terms.

2.2 A Contract is formed on the earliest of the Seller accepting the Buyer's order, the Seller commencing work, and the Seller delivering any of the Goods.

2.3 The Buyer accepts these terms, and is bound by them, by any one of the following: signing the Credit Application; placing an order; accepting delivery of any Goods;

permitting the Seller to commence any Services; or making any payment to the Seller.

2.4 These terms prevail over any term put forward by the Buyer, whether in a purchase order, an acknowledgement, a site agreement or any other document, and all such terms are excluded. Neither the Seller receiving or signing for a Buyer's document nor the Seller performing a Contract amounts to acceptance of any term of the Buyer.

2.5 No variation of these terms, and no waiver of any of them, binds the Seller unless it is recorded in writing and signed by a director of the Seller. No employee, contractor or agent of the Seller has authority to vary these terms.

2.6 The Seller may amend these terms at any time by giving written notice to the Buyer, which may be given by email or by publishing the amended terms on the Seller's website. The amended terms apply to all Goods and Services supplied after the date of that notice, and the Buyer is deemed to accept them by placing any further order.

2.7 These terms replace and extinguish all prior terms, agreements, understandings, representations and warranties in respect of Goods or Services supplied by the Seller or any agent of the Seller.

3. QUOTATIONS, PRICES AND VARIATIONS

3.1 A quotation is an invitation to treat and is not an offer capable of acceptance until the Seller accepts the resulting order. A quotation remains open for thirty days from its date unless withdrawn earlier by notice, which the Seller may give at any time before acceptance.

3.2 A quotation is based on the information supplied by the Buyer, on any inspection carried out by the Seller, and on material, refrigerant, freight, currency and labour costs current at the date of the quotation.

3.3 Unless expressly stated, a quotation excludes GST, freight, insurance, import duties, levies, waste disposal and refrigerant recovery charges, after hours and weekend rates, standing time, scaffolding, cranage, traffic management, electrical work, building work, consent fees and any work not described in the quotation.

3.4 The Seller may increase the Price, and the Buyer must pay the increase, where:

(a) there is an increase after the date of the quotation in the cost to the Seller of materials, plant, refrigerant, freight, insurance, labour, currency exchange, taxes, duties or levies;

(b) the Buyer requests or instructs a variation;

(c) the work is affected by a condition that was not reasonably ascertainable when the quotation was given, including a latent defect, contamination, asbestos, restricted or unsafe access, an inadequate or non-compliant electrical supply, or the condition of existing plant; or

(d) the Seller is delayed or incurs additional cost because of an act or omission of the Buyer or of any other contractor or person on the site.

3.5 Where no Price has been agreed in advance, the Price is the Seller's charges calculated at its rates current at the date of supply, including labour, minimum call out charges, after hours rates, travel, mileage, consumables and refrigerant.

3.6 An estimate is not a quotation and is not binding on the Seller.

3.7 The Seller will confirm variations in writing where practicable, but the Buyer must pay for any variation instructed by the Buyer or by a person apparently authorised by the Buyer, whether or not the instruction was in writing.

3.8 GST and any other tax of a similar nature is payable in addition to the Price.

4. CREDIT

4.1 Credit is granted at the Seller's absolute discretion. The Seller may decline an application without giving reasons, and may at any time reduce, suspend or withdraw credit or any credit limit, without notice.

4.2 The Buyer must notify the Seller in writing within seven days of any change in its name, trading name, address, ownership, control, directors, shareholders, trustees, partners or legal structure. The Buyer remains liable for all Goods and Services supplied until the Seller receives that notice.

4.3 The Seller may at any time require a deposit, progress payments, payment in advance, a guarantee and indemnity from any director, trustee, partner or principal, or other security, as a condition of supply or of continued credit.

4.4 Exceeding any credit limit does not waive the limit or oblige the Seller to continue supply.

5. PAYMENT

5.1 Unless the Seller agrees otherwise in writing, payment of all amounts invoiced, including GST, is due on the twentieth day of the month following the month of the invoice. Where an invoice or quotation states a different due date, that date applies.

5.2 Deposits, progress claims and payments in advance are payable on the date stated in the relevant invoice.

5.3 Time for payment is of the essence.

5.4 The Buyer must pay in full without deduction, set off, counterclaim, retention or withholding of any kind. The Buyer is not entitled to withhold payment of any amount because of any claim, dispute, alleged defect or alleged breach, whether arising under that Contract or any other contract with the Seller.

5.5 The Seller may invoice separately for each delivery, stage, visit or instalment, and each invoice is payable in accordance with clause 5.1.

5.6 The Seller may apply any payment received, and any proceeds of any security, first in payment of recovery costs under clause 7, then default interest under clause 6, then the oldest unpaid invoice, and the Seller is not bound by any allocation the Buyer purports to make.

5.7 No further credit is extended while any amount is overdue. An account that is overdue is automatically suspended until it is brought within the trading terms.

5.8 Payment is not made until the Seller receives cleared funds. The Buyer must pay the Seller's dishonour fee and any bank charge on any payment that is dishonoured or reversed, and any surcharge applying to payment by credit or debit card.

5.9 The Buyer must pay the full invoiced amount without deduction for any bank, currency conversion or intermediary charge.

6. DEFAULT INTEREST

6.1 If any amount is not paid in full by its due date, the Buyer must pay the Seller default interest on the unpaid amount at the rate of 2 per cent per month, equivalent to 24 per cent per annum.

6.2 Default interest is calculated on a daily basis from the due date until the date the Seller receives payment in full in cleared funds, and compounds monthly on the twentieth day of each month.

6.3 Default interest accrues both before and after judgment, and continues to accrue after any demand, statutory demand, liquidation, receivership, voluntary administration, bankruptcy, compromise or arrangement.

6.4 Default interest is payable as a debt due on demand, forms part of the amount owing by the Buyer, and is recoverable in the same way as the Price.

6.5 The Buyer acknowledges that the rate in clause 6.1 is a reasonable and proportionate reflection of the Seller's legitimate interest in receiving payment on time, and of the cost, administration and risk to the Seller of extending unsecured trade credit, and that it is not out of all proportion to that interest.

6.6 The Seller may waive default interest in whole or in part in any case, and doing so does not affect its right to charge default interest on any other occasion.

7. RECOVERY COSTS

7.1 The Buyer must pay all costs and expenses incurred by the Seller in recovering or attempting to recover any amount that is overdue, and in enforcing or attempting to enforce these terms or any security or guarantee, including:

(a) the commission and fees charged by any debt collection agency instructed by the Seller, whether calculated as a percentage of the amount referred or otherwise, which the Buyer acknowledges may be up to 25 per cent of the amount referred, plus GST;

(b) legal costs and disbursements charged to the Seller on a solicitor and own client basis;

(c) court filing fees, service fees, sheriff's and bailiff's fees, and the costs of any letter of demand, statutory demand, proceeding, judgment, charging order, attachment order, sale, distress, enforcement step, liquidation, receivership, bankruptcy or insolvency step;

(d) the costs of registering, maintaining, amending, renewing or enforcing any security interest under the PPSA, and of repossessing, transporting, storing, insuring, reconditioning and reselling any Goods;

(e) dishonour fees, bank charges and credit reporting fees; and

(f) the Seller's own administration charge, calculated at its standard hourly rate, for time spent by its personnel on recovery.

7.2 The amounts in clause 7.1 are payable as a debt due on demand, and not as damages or by way of indemnity only. They are payable whether or not any proceeding is issued, form part of the amount owing by the Buyer, and bear default interest under clause 6.

7.3 The Buyer acknowledges that debt collection agency commission is payable in addition to the principal debt and default interest, and is neither recovered out of nor absorbed by them.

7.4 A certificate signed by a director of the Seller stating the amount owing by the Buyer, including default interest and recovery costs, is conclusive evidence of that amount in the absence of manifest error.

8. GUARANTEES

8.1 Where the Buyer is a company, trust, partnership, incorporated society or other entity, the Seller may require a guarantee and indemnity from each director, trustee, partner or principal as a condition of supply or of continued credit.

8.2 Any guarantee and indemnity given in a Credit Application is given on the basis of, and secures the performance of, all of the Buyer's obligations under these terms as amended from time to time, including the obligation to pay default interest under clause 6 and recovery costs under clause 7.

8.3 The Seller may enforce a guarantee and indemnity without first making demand on the Buyer, taking any step against the Buyer, or enforcing any other security it holds.

8.4 A guarantor is bound by these terms as if the guarantor were the Buyer.

9. DELIVERY

9.1 Unless otherwise agreed in writing, delivery takes place at the Seller's premises, and delivery by the Seller to a carrier is delivery to the Buyer.

9.2 Dates given for shipment, delivery, commencement or completion are estimates given in good faith and are not a condition of any Contract. The Seller is not liable for any delay, however caused, delay does not constitute a breach by the Seller, and the Buyer is not entitled to cancel the Contract, refuse delivery or withhold payment because of delay.

9.3 The Seller may deliver in instalments, and the Buyer must accept and pay for each instalment. A failure in respect of one instalment does not entitle the Buyer to treat the Contract as repudiated.

9.4 If the Buyer fails or refuses to take delivery, the Seller may store the Goods at the Buyer's cost and risk, invoice the Buyer as if delivery had taken place, or resell the Goods and recover any shortfall from the Buyer.

10. RISK, INSURANCE AND STOCK

10.1 Risk in the Goods passes to the Buyer on delivery, or where the Goods are to be installed at the Buyer's site, on their arrival at the site, whichever is earlier.

10.2 The Buyer must insure the Goods for their full replacement value from the time risk passes. Until title passes, the Buyer must insure them in the joint names of the Buyer and the Seller for their respective interests, must produce the policy and evidence of payment of premium on request, and holds any insurance proceeds on trust for the Seller to the extent of the amounts owing.

10.3 The Buyer acknowledges that refrigeration and air conditioning plant can and does fail for reasons outside the Seller's control, and that the Buyer is solely responsible for maintaining adequate temperature monitoring, alarms, backup capacity, contingency arrangements and insurance covering stock, product and business interruption. The Seller is not liable for the loss of or damage to any stock or product, or for spoilage, except to the extent provided in clause 15.

11. TITLE AND SECURITY INTEREST

11.1 Title in the Goods does not pass to the Buyer until the Seller has received payment in full in cleared funds of all amounts owing by the Buyer to the Seller on any account whatsoever, including default interest and recovery costs. Until then the Seller remains the legal and beneficial owner of the Goods.

11.2 Until title passes, the Buyer holds the Goods as bailee and fiduciary agent for the Seller, must store them separately and in a manner that makes them readily identifiable as the property of the Seller, must maintain them in good condition, and must not sell, encumber, part with possession of, or permit any lien or security interest over, the Goods.

11.3 If the Buyer sells or otherwise disposes of any of the Goods before title passes, the Buyer does so as agent for the Seller, must hold the proceeds on trust for the Seller in a separate account, and must account for them to the Seller on demand. If the proceeds are paid into any account of the Buyer, an amount equal to those proceeds is held on trust for the Seller.

11.4 These terms create a security interest under the PPSA in all Goods supplied and to be supplied by the Seller to the Buyer, and in their proceeds and accessions, to secure all amounts owing by the Buyer to the Seller. Where the Goods are supplied on credit, that security interest is a purchase money security interest.

11.5 The Buyer:

(a) consents to the Seller registering a financing statement and any financing change statement in respect of that security interest, and agrees the Seller may do so before delivery;

(b) must promptly do everything and sign everything the Seller reasonably requires to enable the Seller to register and perfect the security interest with the priority the Seller requires;

(c) must not change its name, or grant or permit any financing statement or financing change statement in favour of any other person over the Goods, without the Seller's prior written consent;

(d) waives its right to receive a copy of any verification statement under section 148 of the PPSA;

(e) agrees that nothing in sections 114(1)(a), 133 and 134 of the PPSA applies to these terms or to any security interest created by them; and

(f) waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA, and agrees that where the Seller has rights in addition to those in Part 9 of the PPSA those rights continue to apply.

11.6 While any amount is owing, the Seller may at any time, without prejudice to its other rights and without notice, enter any premises where the Goods are or are reasonably thought to be, to inspect, secure or repossess them, and may resell them and apply the net proceeds against the amounts owing. The Buyer irrevocably grants the Seller that licence, must obtain the consent of any owner or occupier of those premises, and indemnifies the Seller against any claim, cost, damage or expense arising from that entry, repossession or resale.

11.7 Repossession does not of itself cancel the Contract and does not discharge the Buyer from liability for any shortfall, default interest or recovery costs.

12. SITE ACCESS, HEALTH AND SAFETY

12.1 The Buyer must provide safe, clear and unobstructed access to the site and to the plant and must provide accurate and complete information about the site, the plant and their history, including any asbestos, hazardous substance, contamination, confined space or other hazard.

12.2 The Buyer and the Seller are each a person conducting a business or undertaking under the Health and Safety at Work Act 2015, and must consult, cooperate and coordinate activities with each other. The Buyer must notify the Seller of all site hazards and site rules before work commences.

12.3 The Seller may suspend, stop or decline to carry out work where it considers on reasonable grounds that the site, the plant or the electrical supply is unsafe or non-compliant, and any resulting standing time and additional cost is chargeable to the Buyer.

12.4 The Buyer is responsible for ensuring that the electricity supply, drainage, ventilation, structural support and existing plant are adequate and compliant. The Seller is not responsible for the condition or performance of existing plant or components that it did not supply.

12.5 The Buyer remains responsible for all obligations that fall on it as the owner or operator of the plant, including refrigerant record keeping, leak checking, and compliance with the Hazardous Substances and New Organisms Act 1996, the Ozone Layer Protection Act 1996 and the Climate Change Response Act 2002 and any regulations made under them.

13. CONSTRUCTION CONTRACTS ACT 2002

13.1 Where any of the Services constitute construction work under the Construction Contracts Act 2002, this clause applies and prevails over any inconsistent provision of these terms to the extent of the inconsistency.

13.2 Each invoice or claim rendered by the Seller is a payment claim under section 20 of that Act.

13.3 If the Buyer disputes all or part of a payment claim, the Buyer must serve on the Seller a payment schedule complying with section 21 of that Act within five Working Days after the payment claim is served. If the Buyer does not do so, the Buyer becomes liable to pay the claimed amount on the due date, the Seller may recover it as a debt due in any court, and the Seller may suspend work under section 24A after giving the required notice.

13.4 The due date for payment of a payment claim is the date determined under clause 5.1.

13.5 Nothing in these terms limits the right of either party to refer a dispute to adjudication under that Act.

14. WARRANTY

14.1 Goods manufactured by a third party carry only the warranty given by that manufacturer. The Seller passes on the benefit of that warranty to the extent it is able to do so, and is not itself the warrantor.

14.2 The Seller warrants its own workmanship for twelve months from the date the relevant Services are completed. The Seller's sole obligation under that warranty is, at its option, to remedy the defective workmanship or to credit the charge for it.

14.3 A warranty claim is conditional on all of the following: the Buyer having paid in full for the Goods and Services concerned; the Buyer giving written notice within seven days of the defect becoming apparent and within the warranty period; the Buyer giving the Seller access to inspect and remedy; and the plant having been installed, operated, serviced and maintained correctly.

14.4 No warranty applies to, and the Seller is not liable for:

(a) fair wear and tear, or consumable items, filters, belts, seals, lubricants and refrigerant;

(b) any failure caused by misuse, neglect, accident, vandalism, power failure, surge or phase loss, water quality, corrosive, coastal or marine environment, blocked drains, dirty coils or filters, overloading, incorrect stock loading or air flow obstruction, or failure to carry out routine maintenance;

(c) existing plant, components or workmanship not supplied by the Seller; or

(d) any alteration, adjustment, service or repair carried out by any person other than the Seller.

14.5 Where the Seller repairs existing or ageing plant, the Seller does not warrant that the repair will prevent the subsequent failure of other components. Where the Seller has recommended replacement or further work and that recommendation is not followed, the Seller is not liable for any consequence of it not being followed.

14.6 Any claim that Goods are defective must be notified in writing within ten Working Days of the date of the invoice, and the Goods must be returned within thirty days of delivery. The Buyer has no claim in respect of Goods that have been processed, altered, installed or otherwise used.

14.7 No claim of any kind entitles the Buyer to withhold payment of any amount to the Seller under that or any other contract, or to set off any amount.

15. CONSUMER LEGISLATION AND LIMITATION OF LIABILITY

15.1 Where the Buyer acquires or holds itself out as acquiring the Goods or Services for the purposes of a business, the parties agree that the Consumer Guarantees Act 1993 does not apply, and they contract out of that Act under section 43(2). The parties agree that it is fair and reasonable for them to be bound by this clause, the Price having been set on that basis.

15.2 Where the Buyer is in trade and both parties are in trade, sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply, and the parties contract out of those provisions under section 5D of that Act. The parties agree that it is fair and reasonable for them to be bound by this clause.

15.3 All conditions, warranties and terms implied by statute, common law, equity, trade custom or otherwise are excluded to the maximum extent permitted by law.

15.4 The Seller is not liable, whether in contract, tort including negligence, equity, statute or otherwise, for any indirect or consequential loss, or for any loss of profit, loss of revenue, loss of production, loss of use, loss of or damage to stock or product, spoilage, loss of contract, loss of goodwill, loss of data or business interruption, however caused.

15.5 The Seller's total aggregate liability arising out of or in connection with any Contract, however arising, is limited to the amount actually paid by the Buyer to the Seller under that Contract, or, at the Seller's option, to the repair or replacement of the Goods or the resupply of the Services concerned.

15.6 So far as the law allows, any claim against the Seller must be notified in writing within three months of the event giving rise to it, and any proceeding must be issued within twelve months of that event, failing which the claim is waived and barred.

15.7 The Buyer indemnifies the Seller against all loss, damage, cost, expense and claims by any third party arising out of the Buyer's breach of these terms, the Buyer's use or misuse of the Goods, the Buyer's failure to provide accurate site or plant information, or any negligent or wrongful act or omission of the Buyer.

15.8 Nothing in these terms excludes or limits liability to the extent that it cannot lawfully be excluded or limited.

15.9 Clauses 14 and 15 are intended to confer a benefit on, and are enforceable by, the Seller's directors, employees, contractors and agents under subpart 1 of Part 2 of the Contract and Commercial Law Act 2017.

16. CLAIMS

16.1 The Buyer must notify the Seller in writing within ten Working Days of the date of an invoice if it has been invoiced for Goods or Services not received.

16.2 Every claim must be in writing, must give full particulars, and must be accompanied by the invoice and delivery details.

16.3 No claim for damage in transit will be considered where a carrier has been given a receipt signed without comment or objection by the Buyer or the Buyer's agent.

16.4 A claim does not entitle the Buyer to withhold payment or to set off any amount.

17. RETURNED GOODS

17.1 Goods will not be accepted for return without the Seller's prior written approval and must be received by the Seller freight prepaid within thirty days of delivery, in original packaging and in resaleable condition.

17.2 The Seller may charge a restocking fee of up to 20 per cent of the invoiced value of returned Goods, plus freight.

17.3 The Seller is not obliged to accept the return of Goods that were specially ordered, imported to order, cut to length, custom fabricated or manufactured to the Buyer's specification, or of refrigerant or other consumables.

18. DEFAULT, ACCELERATION AND CANCELLATION

18.1 Each of the following is an event of default:

(a) the Buyer fails to pay any amount by its due date;

(b) the Buyer breaches any other provision of these terms or of any other contract with the Seller;

(c) the Buyer ceases, or threatens to cease, to carry on business;

(d) the Buyer enters into or proposes any composition, compromise, assignment or arrangement with its creditors or any class of them;

(e) the Buyer is unable to pay its debts, including contingent liabilities, as they fall due;

(f) the Buyer becomes bankrupt, commits an act of bankruptcy, is placed in liquidation, receivership, voluntary administration or statutory management, is removed from the register, is wound up or dissolved, or any step is taken or any application is made towards any of those things;

(g) any distress or execution is levied against the Buyer, or any security over the Buyer's assets is enforced;

(h) any guarantor dies, becomes bankrupt or becomes subject to any incapacity, or revokes or purports to revoke any guarantee; or

(i) the Seller believes on reasonable grounds that any of the above is likely to occur, or that the Buyer's creditworthiness has materially deteriorated.

18.2 On the occurrence of an event of default, without prejudice to the Seller's other rights and remedies:

(a) all amounts owing by the Buyer to the Seller on any account become immediately due and payable, whether or not they would otherwise then be due;

(b) the Seller may suspend or cancel any Contract, suspend or withdraw credit, and withhold or suspend further supply, without liability;

(c) the Seller may exercise its rights under clause 11, including repossession and resale;

(d) the Seller may enforce any guarantee and indemnity and realise any security; and

(e) default interest under clause 6 and recovery costs under clause 7 are payable.

18.3 The Buyer may cancel an order only with the Seller's written consent, and must then pay for all work carried out, all Goods supplied or ordered, all cancellation and restocking charges imposed on the Seller, and the Seller's loss of profit on the balance of the order.

18.4 The Seller's rights and remedies under these terms are cumulative and do not exclude any right or remedy available at law or in equity.

19. FORCE MAJEURE

19.1 The Seller is not liable for any delay in or failure of performance caused directly or indirectly by anything beyond its reasonable control, including act of God, natural disaster, earthquake, flood, fire, epidemic or pandemic, government or local authority act or restriction, war, terrorism, civil unrest, strike, lockout or industrial dispute, cyber incident, failure or delay of any manufacturer, supplier or carrier, shortage or unavailability of materials, refrigerant, plant or labour, or failure of transport, power, fuel or telecommunications.

19.2 In any such event the Seller may suspend or cancel any Contract in whole or in part, the Buyer has no claim against the Seller in consequence, and the Buyer must pay for all Goods supplied and work carried out to the date of suspension or cancellation.

20. PRIVACY AND CREDIT REPORTING

20.1 The Buyer, and each person who signs on the Buyer's behalf or as guarantor, authorises the Seller to collect, hold, use and disclose personal information about them for the purposes of assessing creditworthiness, establishing and administering the account, supplying Goods and Services, recovering amounts owing and enforcing these terms.

20.2 The Buyer and each guarantor authorises the Seller to obtain information about them from, and to disclose information about them to, any credit reporter, credit reporting agency, debt collection agency, trade referee, bank, accountant, other credit provider, insurer and the Seller's lawyers, including information about any overdue amount or default, and authorises any of those persons to provide that information to the Seller.

20.3 The Buyer and each guarantor acknowledges that information about any overdue amount may be disclosed to a credit reporter, may be recorded on their credit file, and may affect the ability of the Buyer or the guarantor to obtain credit in the future.

20.4 Personal information is held by the Seller at its principal place of business. Any individual whose personal information the Seller holds has the right to access and to request correction of that information under the Privacy Act 2020.

21. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

21.1 All drawings, designs, specifications, calculations, schedules, reports and other material prepared by the Seller remain the Seller's property, whether or not charged for, and the Buyer must not use, copy or disclose them for any purpose other than the purpose for which they were supplied.

21.2 The Seller's quotations, pricing and rates are confidential and must not be disclosed to any third party without the Seller's written consent.

22. NOTICES

22.1 A notice under these terms must be in writing and may be delivered by hand, sent by post, or sent by email to the last address, postal address or email address notified by the recipient.

22.2 A notice is deemed received: if delivered by hand, on delivery; if posted, on the third working day after posting; and if emailed, at the time of transmission, unless the sender receives an automated notice that delivery failed.

22.3 The Buyer must notify the Seller in writing within seven days of any change to its address, postal address or email address.

23. GENERAL

23.1 These terms and each Contract are governed by New Zealand law, and the parties submit to the exclusive jurisdiction of the New Zealand courts. The Seller may issue any proceeding in the District Court at Waitakere or Auckland, or in the High Court at Auckland, and the Buyer waives any objection to venue.

23.2 The Buyer may not assign or transfer its rights or obligations without the Seller's prior written consent. The Seller may assign, novate, factor, charge or otherwise deal with its rights, including any debt owing by the Buyer, without the Buyer's consent.

23.3 If any provision of these terms is or becomes illegal, invalid or unenforceable, that provision is severed and the remaining provisions continue in full force.

23.4 No failure or delay by the Seller in exercising any right is a waiver of it, and no single or partial exercise of a right prevents any further exercise of it or of any other right.

23.5 These terms, the Credit Application and any written quotation accepted by the Buyer record the entire agreement between the parties. The Buyer acknowledges that it has not relied on any representation, statement or warranty that is not recorded in writing in those documents.

23.6 These terms and any Credit Application may be signed and exchanged electronically, and an electronic signature satisfies any requirement for a signature under subpart 3 of Part 4 of the Contract and Commercial Law Act 2017.

23.7 Where the Buyer comprises more than one person, their liability is joint and several.

23.8 Where the Buyer enters into a Contract as trustee of a trust, the Buyer is liable both personally and in its capacity as trustee, and warrants that it has power under the trust deed to enter into the Contract, that it enters into it for the proper purposes of the trust, and that it has a full right of indemnity out of the trust assets.

ACCEPTANCE BY THE BUYER

The Buyer confirms that it has read and understood these terms and conditions of sale, that it accepts them, and that the person signing below is authorised to sign on the Buyer's behalf.

____

Name of Buyer

____

Signature of authorised person

____

Full name and position

____

Date