

TERMS & CONDITION OF SALE



IMPORTANT NOTICE: Set out below are the Standard Terms and Conditions of Sale for all goods purchased from Alcohol Drug Technology (ADT)

Alcohol Drug Technology (ADT) is a division of ADT CORPORATION LTD (The Seller)

Unless expressly altered or modified by the Seller, the following terms and conditions apply and shall be deemed incorporated in, and form part of the acceptance by the Seller of the Purchaser/s order.

1. Delivery

- 1.1. The Seller shall not be responsible or liable in any way to the Purchaser for delays or defaults in delivery of the order of any part of it nor for any direct or consequential loss or damage arising from any such delay or default/s. Delay or default in delivery does not entitle the Purchaser to cancel any order.

2. Price

- 2.1. Unless agreed otherwise in writing by the Seller, Goods will be invoiced at the Seller/s current price at the date of the relevant invoice.
- 2.2. However, the prices are subject to any variations in the rate of exchange, and to any costs and expenses additional to the ordinary costs of effecting delivery caused by War, Government action, variation in customs duties, Act of God, substitution of Goods, shortage of supplies, increased shipping charges, change in foreign exchange rates or any other event of force majeure.

3. Payment

- 3.1. Account Holders: Full payment is due on or before the 20th of the month following delivery of Goods. The Purchaser may not withhold payment or make any deductions from or set off any amount against any Amount Owing without the Seller/s prior written consent.
- 3.2. Non Account Holders: Visa, MasterCard and Direct Credit Payments are accepted.
- 3.3. Goods will not be dispatched until payment is received and processed (up to 24 hours)

4. Risk & Title

- 4.1. Risk of any loss, damage or deterioration of or to the Goods passes to the Purchaser on delivery in accordance with delivery.
- 4.2. Ownership of the Goods remains with the Seller and does not pass to the Purchaser until the Purchaser:
 - a) pays the Amount Owing in full and the Seller has released the Security Interest; or,
 - b) resells the Goods pursuant to the authority granted by these terms and conditions.
- 4.3. While ownership of the Goods remains with the Seller:
 - a) the Purchaser must store them separately and clearly identify them as belonging to the Seller;
 - b) the Seller authorises the Purchaser, in the ordinary course of the Purchaser/s business, to use the Goods or sell them for full consideration. This authority is revoked immediately if:
 - 4.3.1.b.1. an Event of Default occurs; or
 - 4.3.1.b.2. the Seller notifies the Purchaser in writing that this authority is revoked;
 - c) the Purchaser must advise the Seller immediately of any Event of Default or any action by third parties (including any of its creditors) affecting the Seller/s interest in the Goods.
- 4.4. The Seller may apply any payments received from or on behalf of the Purchaser in reduction of the Amount Owing in such order and manner as the Seller thinks fit (despite any direction to the contrary and whether before or after the occurrence of an Event of Default).
- 4.5. If the Purchaser/s resells or uses any Goods before ownership of the Goods has passed to the Purchaser, the proceeds of such sale or use shall be received and held by the Purchaser (in whatever form) in trust for both the Purchaser and the Seller/s. The Seller/s interest as beneficiary under that trust shall be that portion of the proceeds which does not exceed the Amount Owing. The balance of the proceeds (if any) shall be the Purchaser/s beneficial interest under that trust.
- 4.6. The Seller may bring an action for the price of the Goods sold even where ownership of the Goods may not have passed to the Purchaser.



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5. Guarantees and Conditions

- 5.1. Except as provided in these terms no representation, warranty or condition shall be implied against the Seller (including but not limited to those conferred in the Sale of Goods Act 1908), unless it is in writing and signed by the Seller.
- 5.2. The Purchaser acknowledges that the Seller does not provide any express guarantees (as defined in the Consumer Guarantees Act 1993) other than those expressly confirmed by the Seller in writing.
- 5.3. The Purchaser indemnifies the Seller upon demand against any liability of cost incurred by the Seller under the Consumer Guarantees Act 1993 as a result of any breach by the Purchaser of any of its obligations pursuant to these terms and conditions.
- 5.4. Nothing in these terms and conditions is intended to have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, and these terms and conditions are to be modified to the extent necessary to give effect to that intention.



6. Limits of the Sellers Liabilities

- 6.1. Regardless of anything to the contrary in these terms, if the Goods are purchased for business purposes, the Consumer Guarantees Act 1993 does not apply to these terms; and,
 - a) the liability of the Seller to the Purchaser shall not in any case exceed the purchase price of the Goods in respect of which such liability arises;
 - b) the Seller will have no liability for damages or consequential loss to the Purchaser arising from such breach;
 - c) the Seller will not be responsible for any damages whatsoever to the Goods resulting from the malfunction of such Goods where they are:
 - d) fitted by unqualified tradespeople;
 - e) fitted in an untrades person-like manner;
 - f) in any way adapted to a use to which they are not specifically intended; and/or
 - g) added to or repaired by components not recommended or approved by the manufacturer of the Goods;and
- 6.2. Where the Consumer Guarantees Act 1993 does not apply to these terms the Purchaser may reject non-conforming or defective Goods by lodging a claim with the Seller within 7 days of receipt, quoting the packing slip numbers and date, and the Seller may, in its sole discretion, repair, replace or refund the purchase price of the Goods. No Goods are returnable after 7 days.

7. Personal Property Securities Act 1999 (PPSA)

- 7.1. Without limiting anything else in these terms and conditions, the Purchaser acknowledges that:
 - a) these terms and conditions create, in favour of the Seller, a security interest in all present and after acquired Goods (being, for the avoidance of doubt, all the Purchaser/s present personal property and after-acquired property except for any item of personal property which has not (or which is exclusively the proceeds of any item of personal property which has not) been supplied by the Seller to (or for the account of) the Purchaser) to secure the payment by the Purchaser to the Seller of the Amount Owing; and
 - b) these terms and conditions will apply notwithstanding anything, express or implied, to the contrary contained in any purchase order (or its equivalent, whatever called) of the Purchaser; and
 - c) the Security Interest shall continue until the Seller gives the Purchaser a final release.
- 7.2. The Purchaser undertakes to:
 - a) promptly do all things, sign any further documents and/or provide any information which the Seller may reasonably require to enable the Seller to perfect and maintain the perfection of its Security Interest (including by registration of a financing statement);
 - b) give the Seller (addressed to the Financial Controller or equivalent) not less than 14 days prior written notice of any proposed change in the Purchaser/s name and/or any other change in the Purchaser/s details (including, but not limited to, changes in the Purchaser/s address, facsimile number, trading name or business practice).
- 7.3. The Purchaser waives its right to receive a verification statement in respect of any financing statement relating to the Security Interest.
- 7.4. To the extent permitted by law, the Purchaser and the Seller contract out of:
 - a) section 114(1)(a) of the PPSA; and
 - b) the Purchaser/s rights referred to in sections 107(2)(c), (d), (h) and (i) of the PPSA.
- 7.5. The Purchaser agrees that the Security Interest has the same priority in relation to all amounts forming part of the Amount Owing, including future advances

8. Default



8.1. If an Event of Default occurs:

- a) the Seller may suspend or terminate any contract;
- b) the Amount Owing shall immediately become due and payable notwithstanding that the due date has not arisen; the Seller may enforce the Security Interest; and
- c) the Seller may (without the consent of the Purchaser) appoint a receiver in respect of any Goods and any receiver is authorised to do anything referred to in these terms and conditions and otherwise to exercise all rights and powers conferred on a receiver by law.

8.2. The Purchaser agrees that, at any time after an Event of Default has occurred and is continuing or at any time if any Goods are at risk, the Seller may:

- a) take possession of any Goods; and/or
- b) sell or otherwise dispose of any Goods,

in each case in such manner and generally on such terms and conditions and conditions as it thinks fit, and, in each case, otherwise do anything the Purchaser could do in relation to those Goods. The Seller and the Purchaser agree that section 109(1) of the PPSA is contracted out of in respect of particular Goods if, and only for so long as, the Seller is not the secured party with priority over all other secured parties in respect of those Goods. As the Purchaser/s agent, the Seller (and its employees and agents) may, without prior notice, enter any land or premises where the Goods are kept in order to take possession of and/or remove them, without being responsible for any damage caused in doing so. The Purchaser agrees to procure all other rights (including consents) necessary to enable, and to indemnify the Seller (and its employees and agents) against any liability incurred in connection with, such entry, taking of possession and removal. The Seller may resell any of the Goods and apply the proceeds of sale in reduction of the Amount Owing.

9. Overdue Accounts

- 9.1. If the Purchaser does not pay the Amount Owing by its due date, the Seller may charge the Purchaser interest, at rates equal to the overdraft-lending rate charged by the Seller/s bank and any discounts may be disallowed. The Purchaser is liable for costs incurred in the collection of overdue amounts.

10. Use of Information

- 10.1. The Purchaser irrevocably authorises the Seller to receive, use and disclose information about the Purchaser from the Purchaser or any other person (including other members of the Wesfarmers Industrial & Safety NZ Limited group of companies and any credit or debt collection agencies) to assist credit approval, debt collecting, direct marketing activities and management of any credit facility granted to the Purchaser.
- 10.2. The Purchaser must notify the Seller of any change in circumstances that may affect the accuracy of the information provided by the Purchaser to the Seller.
- 10.3. If the Purchaser is an individual (i.e. natural person) the Purchaser has rights to access and correction of information held by the Seller.

11. Miscellaneous

- 11.1. The Seller is entitled at any time to assign to any other person all or part of any debt owing by the Purchaser to the Seller.
- 11.2. The rights, powers and remedies provided for in these terms and conditions are in addition to, and do not limit or exclude (or otherwise adversely affect), any right, power or remedy provided to the Seller by law.
- 11.3. The Seller reserves the right to review any of these terms and conditions at any time and from time to time. If, following any such review, there is any change to these terms and conditions that change will take effect from the date on which the Seller gives notice to the Purchaser of such change.
- 11.4. If the Purchaser is a trust, these terms and conditions will bind each trustee of that trust and each trustee personally. The Seller/s rights against each trustee will only be limited if the trustee is an independent trustee (not being a trustee who has a right to or interest in any of the assets of the trust except in the trustee's capacity as trustee of that trust). The liability of an independent trustee shall be limited to the assets of the trust. However, this shall not affect the liability of an independent trustee who has guaranteed the Purchaser/s obligations under these terms and conditions in his or her personal capacity.

12. Interpretation



12.1. In these terms and conditions:

12.1.1. Amount Owing means: at any time, the unpaid price charged by the Seller for the Goods, and any other sums which the Seller is entitled to charge under these terms and conditions or which are otherwise owing by the Purchaser to the Seller (in whatever capacity).

12.1.2. In Event of Default means: an event where:

- a) the Purchaser fails to comply with these terms and conditions or any other agreement with the Seller; or
- b) the Purchaser is subject to any event which is in the nature of dissolution, winding up, bankruptcy, liquidation, insolvency or receivership, or which generally precedes such an event; or
- c) an event occurs or information becomes known to the Seller, which in the Seller/s opinion, might materially affect the Purchaser/s creditworthiness, the value of the Goods the subject of the Security Interest, or the Purchaser/s ability or willingness to comply with its obligations under these terms and conditions or any other agreement with the Seller; or
- d) any guarantor of the Purchaser/s obligations under these terms and conditions is in default under any agreement with the Seller (in any capacity).

12.1.3. Goods: means all Goods supplied from time to time by the Seller to the Purchaser, provided that:

- a) (but solely for the purpose of the application of the PPSA) where the Goods supplied are inventory of the Purchaser, then all references to Goods in these terms and conditions shall, in respect of those Goods, be read as references to inventory for so long as they are held as inventory and
- b) Where the Goods supplied are not inventory of the Purchaser, then all references to Goods in these terms and conditions shall, in respect of those Goods, mean the Goods described in any one or more of the relevant order form, packing slip or invoice (or its equivalent, whatever called) prepared by the Seller and relating to those Goods, on the basis that each such order form, packing slip or invoice (or its equivalent) is deemed to be assented to by the Purchaser, incorporated in, and form part of, these terms and conditions, and (unless the context requires otherwise) includes all proceeds of such Goods and any product or mass which the Goods subsequently become part of.

12.1.4. Purchaser means: the person named on the front page of these terms and conditions, and includes that party's permitted successors and assigns.

12.1.5. Seller means: the person identified on the front page of these terms and conditions, and includes that Party/s permitted successors and assigns.

12.1.6. Security Interest means: the security interest provided for by these terms and conditions.

12.2. References to the PPSA, the Consumer Guarantees Act 1993 and the Privacy Act 1993 include that legislation as it is from time to time amended, reenacted or substituted and any statutory instruments, regulations and orders issued under such legislation.

12.3. Unless the context otherwise requires, words and phrases have the meanings given to them in, or by virtue of, the Personal Property Securities Act 1999.

As authorized person for the payment of accounts I have read and agreed to the terms above for a credit account with ADT Corporation Limited.

Agreed and Accepted:

_____ on behalf of _____
Name *[Insert name of client]*

Date