

TERMS AND CONDITIONS

1. GENERAL

The term "the Company" refers to **Gateworx Limited**, and "the Client" refers to the person, firm, company or entity who is seeking to be supplied with goods or services by the company and accepts that these terms shall govern relations between himself the client and the company to the exclusion of any other terms including conditions, warranties or representations, written or oral expressed or implied even if contained in any of the client's documents which purport to provide that the client's own terms shall prevail.

2. QUOTATION

The quotation remains available for acceptance for 30 days from the date hereof unless otherwise stated in the quotation.

3. ACCEPTANCE

Any order or other purported acceptance of the company's quotation made by the client shall be deemed to be an unqualified acceptance that these terms shall apply to any contract concluded between the company and the client for the supply of goods and services, and by the said acceptance the client waives his own terms.

4. PRICE

- (a) If between the date of this quotation and the completion of the work the subject of this quotation additions or alterations should occur to the set work at the request of the client then the price to be paid will be amended accordingly.
- (b) If the giving of an estimate or quotation for the supply of goods and services involves the Company estimating measurements, it shall be the responsibility of the Client to verify the accuracy of the Company's estimated measurements before the Client places an order based on such estimate or accepts such quotation.

5. INSTALLATION

- (a) Where the price includes installation, it is based upon free and uninterrupted access to and possession of fully prepared working areas and facilities being made available to the company during normal working hours. In the event that such access possession and facilities are not available or that the working areas are not duly prepared then the company without prejudice to any other rights which it may have may at its sole discretion charge the client for additional costs incurred.
- (b) The Company shall exercise reasonable care and skill in performing installation services but cannot otherwise accept responsibility should damage occur to the Client's property, site, footpaths, etc.

6. PAYMENT

- (a) Unless otherwise stated in the company's quotation all prices are strictly net and payment shall be made on the date of invoice without any discount or other deduction and without deferment on account of disputes or cross-claims.
- (b) The company may at its sole discretion require at any time by invoice that all or part of the price shall be paid in advance or on account and sums so invoiced shall be immediately payable with any balance remaining payable as otherwise provided herein.
- (c) Should the client default in payment for any reason whatever, on the due date of any sum, without prejudice to any other right it may have shall be entitled to be paid interest on such sum accruing from the due date of payment at the rate of 5% per month and in addition to, and without prejudice to any other rights at law or inequity the company may suspend or terminate this contract. In the event of default the client agrees to pay to the company the costs of any debt collection fees, legal fees and any other expenses incurred by the company in the enforcement of this agreement and recovery of any of the monies payable herein.

7. DELIVERY

Delivery dates are approximate only and are not of the essence of the contract. Delay in delivery shall not entitle the client to cancel the contract or render the Company liable for damages for such delay.

8. VARIATIONS OF TERMS

No variation of these terms or of any quotation or of any contract shall be valid unless agreed to in writing and signed by a duly appointed officer of the company.

9. RISK AND TITLE

The risk in goods supplied by the Company to the client shall pass when goods are delivered to the client. Ownership in the goods shall be retained by the Company until the client pays in full for the goods and for all other goods supplied by the Company. Should the client re-sell the goods at any time the client shall do so on behalf of the Company and shall forthwith account to the Company for the price of such goods notwithstanding that at such resale the period of credit allowed to the client by the Company may not have expired. The Company shall have the right to enter upon the client's premises and recover goods as at the date of expiration of any period of credit time being essential.

10. CONSUMER GUARANTEES ACT 1993

- (a) Where the goods or services are required by the Client for business purposes, the Client agrees that the Consumer Guarantees Act 1993 does not apply.
- (b) Nothing in these terms and conditions is extended 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 all provisions of these terms and conditions shall be read and modified to the extent necessary to give effect to that intention.

11. WARRANTY

If within 7 days of delivery or the completion of any work the client reports to the company in writing any defective materials or workmanship the company will replace materials which in its opinion are defective and make good work in its opinion that is defective.

12. CONDITION OF PREMISES

The client warrants that the structure of the premises or in upon which the goods are to be installed is adequate and the company shall not be liable for any loss or damage resulting from insufficient or defective foundations or walls or other structures. Unless otherwise specified the quotation does not allow for structural alterations or additions or the drilling of steel work and is based on there being adequate clearances and fixings to accept the goods (specific details are available from the company on request). Where vehicle access to the opening is not available it shall be the responsibility of the client to position the goods at the opening.

13. CANCELLATION

- a) The Seller may cancel these terms and conditions or cancel delivery of Goods and Services at any time before the Goods are delivered by giving written notice. On giving such notice the Seller shall promptly repay to the Client any sums paid in respect of the Price for those Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.
- b) At the Seller's sole discretion the Client may cancel delivery of Goods and/or Services. In the event that the Client cancels delivery of Goods and/or Services the Client shall be liable for any costs incurred by the Seller up to the time of cancellation.

14. INFORMATION

The Client acknowledges that it has authorized the Company to:

- (i) Collect information about the Client from any other person.
- (ii) Use any information it holds about the Client; and
- (iii) Disclose information about the Client to any person

in the course of this Company's business, including credit assessment, debt collection and direct marketing activities.

15. DISPUTE RESOLUTION

All disputes and differences between the parties shall be submitted to mediation before a single mediator if one can be agreed upon failing agreement then such mediator as shall be nominated by the President for the time being of the Mediators and Arbitrators Institute of New Zealand Incorporated or similarly empowered body **PROVIDED HOWEVER** in the event of mediation failing to resolve the dispute and differences within 30 days of submission to mediation, the parties shall within a further 10 days (or such further period as the parties or the representatives may agree) seek to agree on a process of resolving the whole or any part of the dispute through means other than litigation, such as further negotiations, conciliation or independent expert determination and the procedure for such processes and all such communications are for the purpose only of settling the dispute and cannot be used for any other purpose and in the event of the 10 day period elapsing without agreement then either party may by notice in writing to the other terminate the dispute resolution process.