

Terms of trade

1. Definitions

In these conditions unless the context otherwise requires:

- Company means Autoline Automation Ltd.
- Buyer means the person, or company buying the goods from the Company.
- Products and/or services mean the products and/or services being purchased by the Buyer from the Company.
- Contract means the contract between the Company and the Buyer for the purchase of the goods.
- Date of the contract means where the contract arises from a quotation given by the Company, i) the date of acceptance of the order by the Company; or ii) Where the contract arises from a quotation given by the Company, the date upon written notification of acceptance of the quotation is received by the Company.
- Contract price means the price of goods as agreed between the Buyer and the Company.
- Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term. Manager is the companies appointed decision maker.
- PPSA means the Personal Property Securities Act 1999.

2. Quotation

The Buyer may request a Quotation from the Company setting out the price and quantity of the Goods to be supplied. If the Quotation is acceptable to the Buyer, the Buyer may place an order within an acceptable timeframe.

3. Acceptance

If any instruction is received by the Company from the Buyer for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

4. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the Buyer 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 Buyer. It shall be the Buyer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer 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 to be paid shall be according to any quotation submitted by the Company to the purchaser. If no quotation has been submitted, the price shall be according to the price list in force at the time of dispatch of the goods. If neither of these apply, the price shall be as indicated on an invoice provided by the Company upon completion of the order.
- 5.2. Time for payment for the products 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. If no time is stated then payment shall be due on delivery of any goods.
- 5.3. The Buyer agrees that the cost Price shall be determined by the Company, and shall take into consideration "one-off" costs such as design and production.
- 5.4. The Company reserves the right to implement a surcharge for alterations to specifications of products after the order has been placed.
- 5.5. Prices quoted by the Company shall be subject to adjustment, correction or withdrawal at any time before acceptance of the purchaser's order by Autoline. Unless specified to the contrary, prices quoted are ex "Autoline premises", and freight will be charged where applicable. If GST is payable by the purchaser then it shall be payable in addition to the contract price, at such rate as may be required by law, unless it is expressly stated otherwise in writing.

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

- 6.1. Payment is to be made as per the terms stated in the proposal provided by the Company or on the invoice issued by the Company.
- 6.2. If the purchaser does not pay in accordance with this agreement, the interest shall be added to the unpaid amount at the rate of 1.5% per month from the date the payment was due, until the date of the actual payment. The purchaser shall also be liable to pay any costs incurred by Autoline incidental to the enforcement or attempted enforcement of its rights under the contract.
- 6.3. Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer suffers because the Company exercised its rights under this clause.
- 6.4. In the event that:
- a. any money payable to the Company becomes overdue, or in the Company's opinion the Buyer will be unable to meet its payments as they fall due; or

- b. the Buyer 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 Buyer or any asset of the Buyer; then without prejudice to the Company's other remedies at law
- d. the Company shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

7. Delivery

- 7.1 The Company will do its best to comply with any delivery date agreed with the purchaser but shall not be liable for any delay or for consequential loss resulting in late delivery of goods for loss or damage to goods after dispatch from the Companies facility. Delivery is deemed to be complete when the goods have been uplifted by the purchaser or the purchaser's agent or the Companies contracted carrier.
- 7.2. The company accepts no responsibility for damage or loss in transit.
- 7.3. If the Company is prevented or delayed in fulfilling the Companies obligations under this Agreement where such failure is directly or indirectly caused by or in any way arises or results from force majeure, the Company may terminate this agreement by giving written notice to the purchaser. Force majeure shall include by way of example only, flood, earthquake, civil disturbances, war, war rationing allocation or embargoes, national strikes or labor shortages, not peculiar to the Companies property or acts of God or government or local or regional authorities or branch or agency of them.
- 7.4 Insurance for goods during delivery, within NZ is the responsibility of the purchaser, even if the Company arranges the carrier the carrier on the purchasers' behalf.

8. PPSA

- 8.1. The Contract constitutes a security interest in the goods supplied by the Company to the Buyer for the purposes of the PPSA as security for payment by the Buyer of all amounts due under the Contract, including any future amounts.
- 8.2. The Buyer agrees to promptly execute and deliver to the Company all assignments, transfers and other agreements and documents and do anything else which the Company may deem appropriate to perfect the Company's security interest over the Buyer, or obtain the priority required by the Company or register (and renew registration) a financing statement for a security interest in favor of the Company.
- 8.3. To the extent that Part 9 of the PPSA applies, the Buyer agrees that the provisions of sections 114(1)(a), 120, 122, 133 and 134 of the PPSA which are for the Buyer's benefit, or place any

obligations on the Company in the Buyer's favor, will not apply; and where the Company has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.

8.4. To the extent that Part 9 of the PPSA applies, without limiting anything in the previous paragraph, the Buyer hereby waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA, and its rights to receive a copy of a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement registered by the Company.

8.5. The Buyer agrees to treat the security interest in the goods as a continuing and subsisting security with priority over a registered general security interest and any unsecured creditors, regardless of whether the goods have become fixtures at any time before payment has been made for them.

9. Consumer Guarantees Act 1993

As all goods and services supplied are for business purposes only, the statutory guarantees of the Consumer Guarantees Act shall not apply.

10. Dispute resolution

The Company will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

11. Reservation of title

Ownership and title of the goods remains with The Company until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full.

12. Warranty

The Company warrants that it will repair or make good any defects in the goods, if written notice of the claim is received by the Company within a period of 6 months from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the Buyer shall be responsible at its cost and risk for shipment of the defective goods to the place specified.

13. Liability

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