

**SONASAFE INTERNATIONAL LIMITED  
TERMS OF TRADE**



- 1 **Terms of contract**  
Any Goods supplied by us to you shall be subject to these Terms. If you accept Goods from us you will be deemed to accept these Terms.
- 2 **Price**  
2.1 The price for Goods will be either as quoted to you in writing by us or, if no written quotation is provided, as set out in our standard price list applying at the time of delivery.  
2.2 We may withdraw a quotation before it is accepted. A quotation will lapse, without notice, 30 days after it is given.
- 3 **Payment**  
3.1 Unless we have agreed in writing to extend credit to you, you must pay a 50% deposit for goods before delivery or installation.  
3.2 Where we have agreed to extend credit to you, you must pay for Goods in full, without deduction or set off, by the 20th day of the month following the date of invoice.  
3.3 If full payment for the Goods is not made by the due date, then without prejudice to any other rights or remedies available to us:  
(a) we may cancel or suspend the delivery of further Goods;  
(b) we may charge interest on overdue monies on a daily basis at 5% per annum above the current overdraft rate charged by our bankers at that time, and interest shall continue to accrue both before and after judgment; and  
(c) you will be responsible for all costs (including legal costs on a solicitor/client basis) incurred by us in recovering such monies.  
3.4 We may accept and apply payments from you in respect of any indebtedness at our discretion.  
3.5 All payments shall become immediately due and payable if we reasonably believe that the information in your credit application is not correct or no longer correct, or if you default under any agreement with us, become insolvent or commit any act of bankruptcy, a receiver, liquidator or statutory manager is appointed over any of your assets or undertaking or you make or attempt to make an arrangement or composition with your creditors.
- 4 **Ownership**  
Ownership in the Goods shall only pass to you when we have received full payment, in cash or cleared funds, of all monies owing by you to us.
- 5 **Risk and delivery**  
5.1 Delivery of the Goods will be subject to availability and will take place when they are ready for delivery or installation.  
5.2 We shall not be liable to you for any failure to deliver or install on a specified date or within a specified period.  
5.3 Risk in the Goods shall pass to you on delivery or installation. You are responsible for insurance of the Goods from that time.
- 6 **Cancellation**  
6.1 You may not cancel an order for Goods without our written consent. As a condition of giving our consent, we may require reimbursement of any costs incurred by us.  
6.2 We may cancel or suspend all or part of an order for Goods without liability to you, in any of the circumstances set out in clause 3.5 above or if fulfilling the order becomes impractical or uneconomic due to any cause beyond our control.
- 7 **Consumer Guarantees Act 1993**  
All guarantees in the CGA are excluded where you are acquiring the Goods for the purposes of a business as defined in sections 2 and 43 of the CGA.
- 8 **Warranties and liability**  
8.1 We will provide the same warranty in respect of the Goods as provided by the Manufacturer. We further provide a one year warranty for any maintenance, repairs, labour, installation or other services provided that you notify us in writing of any defect within five days of such maintenance, repairs, labour, installation or other services.  
8.2 We will replace or, at our option, repair Goods supplied to you which are accepted to be within the terms of the warranty in this clause 8.  
8.3 We shall not be liable under a warranty for any attempt to install, calibrate, maintain or repair defective Goods that have been made by any person other than ourselves. Any replacements or repairs necessitated by:  
(a) inadequate or incorrect maintenance, calibration or storage;  
(b) use of unauthorized spare parts;  
(c) physical misuse or abuse or use in unsuitable environmental conditions;  
(d) incorrect or negligent use of equipment to which the Goods are installed;  
(e) any other condition proven to be caused by factors outside our control; or  
(f) if the warranty seal has been tampered with, or broken, shall void the warranty. The decision as to whether the warranty claim is accepted is at our discretion, acting reasonably.  
8.4 To the fullest extent permitted by law our liability under these Terms is in substitution for, and to the exclusion of, all other warranties, representations, conditions or obligations imposed or implied by law, statute or otherwise in relation to the Goods; and all liability for any indirect, special or consequential loss or damage of any kind is expressly excluded.
- 9 **Personal Property Securities Act 1999**  
9.1 You acknowledge and agree that, by accepting these Terms, you grant us a security interest over the Goods and their proceeds.  
9.2 You undertake to:  
(a) do all acts and provide us on request all information we require to register a financing statement or financing change statement on the Personal Property Securities Register; and  
(b) advise us immediately in writing of any proposed change in your name or other details on the Personal Property Securities Register.  
9.3 You:  
(a) waive your right to receive a verification statement in respect of any financing statement or financing change statement relating to the security interest;  
(b) waive your rights and, with our agreement, contract out of your rights under sections 116, 119, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA; and  
(c) agree that nothing in sections 114(1)(a), 117(1)(c), 133 and 134 of the PPSA shall apply to these Terms and, with our agreement, contract out of such sections.  
9.4 Unless the context otherwise requires, the terms and expressions used in this clause 9 have the meanings given to them in, or by virtue of, the PPSA.
- 10 **Privacy Act**  
You and any guarantor (if relevant) authorize us to collect and hold personal information from any source we consider appropriate to be used for credit, administration, service and marketing purposes. You authorize us to disclose such personal information to any other person. You have a right of access to, and may request correction of, personal information held by us about you.
- 11 **Intellectual property**  
Neither we nor our suppliers transfer to you any right, title or interest in any copyright, trade marks, patents or other intellectual property rights in or relating to the Goods.
- 12 **General terms**  
12.1 We may amend these Terms from time to time by notice to you in writing.  
12.2 No delay or failure by us to exercise our rights under these Terms operates as a waiver of those rights.  
12.3 If a court decides that part of these Terms is unenforceable, the part concerned shall be deleted from the rest of these Terms, which will then continue in force.  
12.4 These Terms will be interpreted in accordance with and governed by the laws of New Zealand, and the New Zealand Courts will have non-exclusive jurisdiction in respect of all matters between us.
- 13 **Defined terms and interpretation**  
13.1 In these Terms, the following words have the following special meanings:  
"CGA" means the Consumer Guarantees Act 1993;  
"Goods" means (i) all Sonasafe International Limited and onboard weighing systems related goods, products and materials, including, but not limited to, triggers, transducers, consoles, printers, modems and modules and other goods, products, materials and other goods supplied by us to you at any time, and includes any goods described by item or kind on any relevant order form, packing slip or invoice, on the basis that each such order form, packing slip or invoice shall be deemed to be incorporated in and form part of these Terms and (ii), except where the context otherwise requires, all maintenance, repairs, labour, installation and other services supplied by us to you at any time;  
"PPSA" means the Personal Property Securities Act 1999;  
"Terms" means these terms of trade (as amended from time to time);  
"we", "our", "us" means Sonasafe International Limited and any of its related companies (as defined in the Companies Act 1993) from time to time; and  
"you" means the customer named in the attached credit application or invoice.  
13.2 These Terms have been grouped under different headings, but the headings do not affect the meaning of these Terms.  
13.3 References to any law include any changes to that law which are in force from time to time.