

Cabins To Go Ltd - Terms & Conditions of Trade

Definitions

- 1. "CTGL" shall mean Cabins to Go Limited or any agents or employees hereof.
- 2. "Customer" shall mean the customer, any person acting on behalf of and with the Authority of the customer or any person purchasing products and services from CTGL.
- 3. "Goods" shall mean:
 - a. all goods of the general description specified on the front of this agreement supplied by CTGL to the customer; and
 - b. all goods supplied by CTGL to the customer; and
 - c. all inventory of the customer that is supplied by CTGL; and
 - d. all goods supplied by CTGL and further identified in any invoice issued by CTGL to the customer which invoices are deemed to be incorporated into and form part of this agreement; and
 - e. all goods that are marked as having been supplied by CTGL or that are stored by the customer in a manner that enables then to be identified as having been supplied by CTGL; and
 - f. all of the customers present and after acquired goods that CTGL has performed work on or in which goods or materials supplied or financed by CTGL have been attached or incorporated.
 - g. The above descriptions may overlap but each is independent of and does not limit the others.
- 4. "Goods and Services" shall mean all goods, products, services and advise provided by CTGL to the customer and shall include without limitation the design, supply and installation of communication equipment and systems, maintenance, repairs and consulting and all charges, insurance charges or any fee or charge associated with the supply of goods and services by CTGL to the customer.
- 5. "Price" shall mean the cost of the goods and services agreed between CTGL and the customer and includes all disbursements, e.g., charges, CTGL pay to others on the customers behalf subject to clause 4 of this contract.

Acceptance

- 6. Any instructions received by CTGL from the customer for the supply of goods and services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

Collection and use of information

- 7. The customer authorises CTGL to collect, retain and use any information about the customer, for the purposes of assessing the customer's credit worthiness, enforcing any rights under this contract, or marketing any goods and services provided y cablenet to any other party.
- 8. The customer authorises CTGL to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 9. Where the customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

Price

- 10. Where no price is stated in writing or agreed to orally the goods and services shall be deemed to be sold at the current amount as such goods and services are sold by CTGL at the time of the contract.
- 11. The price may be increased by the amount of any reasonable increase in the cost of supply of the goods and services that is beyond the control of CTGL between the date of the contract and delivery of the goods and services.

Payment

- 12. Unless other agreed payment for goods and services shall be made in full on or before as term on over leaf ("the due date)
- 13. Progress payments will be required on larger contracts.
- 14. Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 15. Any expenses, disbursements and legal costs incurred by CTGL in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.
- 16. Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

Quotation

- 17. Where a quotation is given by CTGL for goods and services:
 - a. Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - b. The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary.
 - c. CTGL reserves the right to alter the quotation because of circumstances beyond its control.
- 18. Where goods and services are required in addition to the quotation the customer aggress to pay for the additional cost of any such goods and services.

Title and Security (Personal Property Securities Act 1999)

- 19. Title in any goods and services supplied by CTGL passes to the customer only when the customer has made payment in full for all goods and services provided by CTGL and of all other sums due to CTGL by the customer on any account whatsoever. Until all sums due to CTGL by the customer have been paid in full, CTGL has a security interest in all goods and services.
- 20. If the goods and services are attached, fixed or incorporated into any property of the customer by way of any manufacturing or assembly process by the customer or any third party title in the goods and services shall remain with CTGL until the customer has made payment for all goods and services and where those goods and services are mixed with other property so as to be part of or a constituent of any new goods and services, title to these new goods and services shall deemed to be assigned to CTGL as security for the full satisfaction by the customer of the full amount owing between CTGL and the customer.
- 21. The customer gives irrevocable authority to CTGL to enter any premises occupied by the customer or on which goods and services are situated at any time after default by the customer or before default if CTGL believes a de fault is likely and to remove and repossess any goods and services and any other property to which goods and services are attached or in which goods and services are incorporated. CTGL shall not be liable for any costs, damages, expenses, or losses incurred by

- the customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. CTGL may either resell any repossessed goods and services and credit the customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed goods and services and credit the customer's account with the invoice value thereof less such sum as CTGL reasonably determined on account of wear and tear, depreciation, obsolescence or loss of profit and costs.
- 22. Where goods and services are retained by CTGL pursuant to clause 7.3 the customer waives the right to receive notice under s. 120 of the Personal Property Securities Act 1999 ("PPSA") and to object under S. 121 of the PPSA.
 - 23. The following shall constitute defaults by the customer:
 - a. Non-payment of any sum by the due date.
 - b. The customer intimates that it will not pay any sum by the due date.
 - c. Any goods and services are seized by any other creditor of the customer or any other creditor intimates that it intends to seize goods and services.
 - d. Any goods and services in the possession of the customer are materially damaged while any sum due from the customer to CTGL remains unpaid.
 - e. The customer is bankrupted or put into liquidation, or a receiver is appointed to any of the customer's assets, or a landlord distrains against any of the customer's assets.
 - f. A court judgment is entered against the customer and remains unsatisfied for seven (7) days.
 - g. Any material adverse change in the financial position of the customer.

Security interest for service providers

- 24. The customer gives CTGL a security interest in all of the customer's present and after acquired property that CTGL has performed services on or to or in which goods or materials supplied or financed by CTGL have been attached or incorporated.

Disputes

- 25. No claim relating to goods and services will be considered unless made within fourteen (14) days of delivery.

Liability

- 26. The Consumer Guarantees Act 1993, the Fair-Trading Act 1986 and other statutes may imply warranties, conditions or impose conditions upon CTGL Which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on CTGL's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 27. Except as otherwise provided in clause 26, CTGL shall not be liable for:
 - a. Any loss or damage of any kind whatsoever arising from the provision of goods and services by CTGL to the customer and;
 - b. The customer shall indemnify CTGL against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause or arising as a result of the negligence of CTGL or otherwise brought by any person in connection with any matter, act, omission or error by CTGL, its agents or employees in connection with Goods and Services.

Warranty

- 28. Manufacturer's warranty applies where applicable.

Copyright and intellectual property

- 29. CTGL owns and has copyright in all designs, software, systems, drawings, specifications, and documents produced by CTGL in connection with the goods and services provided pursuant to this contract and the client may use the goods and services only if paid for in full and for the purpose for which they were intended and supplied by CTGL.

Consumer Guarantees Act

- 30. The Guarantees contained in the Consumer Guarantees Act are excluded where the customer acquires goods and services from CTGL for the purposes of a business in terms of section 2 and 43 of that Act.

Personal Guarantee of Company Directors or Trustees

- 31. If the customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for CTGL agreeing to supply goods and services and grant credit to the customer at their request also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to CTGL the payment of any and all monies now or hereafter owed by the customer to CTGL and indemnify CTGL against non-payment by the customer. Any personal liability and obligations contained in this contract. The signatories and customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

Miscellaneous

- 32. CTGL shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure id beyond its control.
- 33. Failure by CTGL to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations CTGL has under this contract.
- 34. If any provision of this contract shall be invalid, void, illegal or unenforceable the validity, existence, legality, and enforceability for the remaining provisions shall not be affected, prejudiced or impaired.
- 35. The customer is responsible for obtaining a building or any other consents required by a Local Authority if needed.
- 36. CTGL has advised the customer of building consent regulations and shall not be liable if a consent is required after delivery of the cabin.

Signed:

Date: