

RUBSICO LIMITED

TERMS OF SALE (NZ)

These Terms apply to and form part of each Sale Contract entered into by the Buyer and the supply of all Goods by the Seller unless otherwise agreed by the Seller in writing. By placing an order or accepting Goods, the Buyer agrees to these Terms to the exclusion of any other standard terms, including those of the Buyer (if any). In the event of any conflict between these Terms and the order confirmation, the order confirmation will prevail. In the event of any conflict between these Terms and any other terms provided by the Seller to the Buyer or recorded on an invoice or despatch note for Goods, these Terms will prevail.

1. Definitions

"Buyer" means the buyer of the Goods under a Sales Contract together with its successors, assigns and personal representatives.

"Default Event" means an event where:

- (a) the Buyer fails, or in the Seller's opinion is likely to fail, to pay an amount due by its due date or to otherwise comply with the terms of any Sales Contract;
- (b) the Buyer or any Guarantor commits an act of bankruptcy;
- (c) the Buyer or any Guarantor enters into any composition or arrangement with creditors (or similar);
- (d) anything occurs which in the Seller's reasonable opinion adversely affects the Buyer's or any Guarantor's ability to pay any amounts owing to the Seller; or
- (e) if the Buyer or any Guarantor is a company:
 - (i) it does anything which would make it liable to be put into liquidation;
 - (ii) a receiver, statutory manager, voluntary administrator or official manager is appointed over any of its assets (or similar); or
 - (iii) a resolution is passed or an application is made for its liquidation.

"Delivery" will occur when the Goods arrive at the delivery address specified by the Buyer, unless otherwise agreed.

"Goods" means any goods (including equipment) or services supplied by the Seller to the Buyer.

"Guarantor" means any person that has agreed to guarantee the performance by the Buyer of its obligations under a Sales Contract to the Seller, together with its successors, assigns and personal representatives.

"Order Confirmation" means the form of confirmation containing the details of an order submitted by the Buyer and agreed by the Seller.

"Payment Date" means the date set out on the order confirmation and invoice (unless otherwise agreed in writing by the Seller) by which any amount due is required to be paid and if no date is specified, means the 20th day of the month following the Delivery of the Goods.

"Person" includes a body corporate and vice versa.

"PPSA" means the Personal Property Securities Act 1999.

"Sales Contract" means any agreement for the sale of Goods by the Seller to the Buyer in respect of which these Terms form part (whether in writing or not) including any Order Confirmation.

"Seller" means Rubisco Limited or, any other person nominated by Rubisco Limited, including its successors and assigns.

"Terms" means these terms of sale.

2. Price

- 2.1 All prices quoted by the Seller are subject to change by the Seller without prior notice. Prices are only fixed upon signing of order confirmation by the parties subject to order confirmation criteria (e.g. any increase in the cost of the Goods (including any change in currency rates affecting the cost of production or supply) before Delivery).
- 2.2 Prices are given in New Zealand dollars unless otherwise agreed in writing.
- 2.3 Unless otherwise agreed in writing, prices do not include any Government imposed taxes, import duties or other levies or tariffs, freight or insurance charges of which are payable in addition to the price unless the Seller agrees otherwise in writing. Any increases in Government imposed taxes, tariffs, duties, freight or insurance charges after the Sales Contract has been signed will be to the

Buyer's account even if the Goods are expressed to have been sold on terms such as 'delivered' or 'duty paid'.

- 2.4 The costs of and incidental to putting Goods into a deliverable state will be borne by the Buyer.

3. Terms

- 3.1 The Seller reserves the right to refuse any order for Goods made by the Buyer.
- 3.2 All shade matching are done to daylight unless otherwise specified in advance.
- 3.3 If no particular quality is specified in the Sales Contract, the Seller will supply Goods of ordinary trade quality unless samples have been supplied, and in which case the Seller will supply Goods to the quality stipulated in those samples.
- 3.4 In the event of a breach of any term, condition or warranty by the Seller:
 - (a) the Buyer must notify the Seller within the earlier of sixty calendar (60) days of Delivery or before five metres of carpet incorporating the Goods have been processed (if applicable). If no such notification is made to the Seller then the Buyer waives any right to make any claim against the Seller for breach of such term, condition or warranty;
 - (b) the Seller may in its sole discretion elect to make good any losses suffered by the Buyer which may include replacing the Goods or financial compensation.
- 3.5 Except where these terms provide otherwise, to the extent permitted by law, the Seller:
 - (a) excludes all recommendations, warranties, descriptions, representations and conditions in relation to Goods, whether expressed or implied by law, trade, custom or otherwise and whether relating to fitness, merchantability, suitability for purpose, or otherwise;
 - (b) will not be responsible for any loss or liability caused by failure or refusal to supply Goods or defective supply of Goods; and
 - (c) excludes all liability to the Buyer and any third party, whether in tort (including negligence), contract, equity or otherwise, for any loss or liability of any kind, whether direct, indirect, special or consequential.
- 3.6 The parties agree that sections 9, 12A, 13 and 14(1) of the Fair Trading Act 1986 do not apply.
- 3.7 To the extent permitted by law, the maximum aggregate amount of the Seller's liability to the Buyer (or any third party claiming through the Buyer) is limited to the purchase price of the Goods concerned. In the event of any claim, both parties must, in good faith, make all reasonable efforts to minimise the amount of any loss.
- 3.8 The Buyer will inspect the Goods following Delivery and must notify the Seller of any alleged defect, discrepancy in quantity or quality, damage or failure to comply with description or sample within the earlier of sixty calendar days of Delivery or before five metres of carpet incorporating the Goods in question have been processed. The Buyer must afford the Seller an opportunity to inspect the Goods within a reasonable time following such notice and before any further use is made of them. If the Buyer fails to comply with these provisions, the Goods will be conclusively presumed to be in accordance with the Sales Contract and free from any defect or damage which would be apparent on a reasonable examination of the Goods and the Buyer will be deemed to have accepted the Goods.
- 3.9 Any delivery of the wrong quantity of Goods must be raised immediately by the Buyer with the Seller, who will provide the Seller with a reasonable opportunity to remedy any mistake. If Seller

receives a notice indicating the consignment of an incorrect quantity of Goods, a clear signature on a carrier's delivery advice sheet is deemed to signify receipt of the quantity of Goods indicated on the advice sheet.

3.10 If any Sales Contract involves the delivery of Goods by stated instalments, which are to be separately paid for, and the Seller makes defective deliveries in respect of one or more instalments, the Seller's breach will be a severable breach and may not be treated as repudiation by the Seller of the whole contract.

3.11 If the Buyer is entitled to refuse and refuses to accept the Goods, the Buyer being a bailee, must act in a reasonable manner in relation to the Goods and is bound to return the Goods to the Seller at the Buyer's cost and risk.

4. Delivery and Insurance

4.1 Dates given for shipment or Delivery are stated in good faith and will be kept to as closely as possible but are not to be treated as conditions of the sale. No claim may be made by the Buyer on account of late shipment or Delivery however caused.

4.2 The Seller may withhold Delivery of any order where any amount due by the Buyer for any previous delivery is unpaid or if any circumstances exist which in the opinion of the Seller make it prudent to withhold Delivery.

Unless otherwise specified in the Sales Contract, the risk of any loss, damage or deterioration to Goods passes to the Buyer on Delivery.

4.3 Unless otherwise specified in the Sales Contract, the Buyer is responsible for making all insurance arrangements for the Goods once risk in the Goods has passed to the Buyer for full value against all risks until the Seller is paid in full.

5. Trading Terms

5.1 Trade terms such as 'FOB' and 'CIF' when used in a Sales Contract have the meanings assigned to them by ICC Incoterms 2010 Edition (International Rules for the Interpretation of Trade Terms) ('Incoterms') (including any update or variation to Incoterms). If the express obligations of the Buyer or the Seller in a Sales Contract are inconsistent with the Incoterms, then the express terms of the Sales Contract will prevail.

6. Payments

6.1 Payment of all amounts must be made on the Payment Date unless otherwise agreed in writing. In the event that payment is not received by the Payment Date (and without prejudice to the Seller's other remedies) default interest may be charged by the Seller at a rate not less than a rate of five percent (5%) above the Seller's principal banker's commercial overdraft rate on the Payment Date. Any default interest will accrue on a daily basis from the Payment Date until all amounts due, including default interest, have been paid in full. All amounts received by the Seller will be applied first in payment of default interest. No credit will be extended on overdue accounts. Individual Deliveries may be invoiced separately and must be paid accordingly.

6.2 All costs incurred by the Seller in recovering overdue accounts (including court, solicitor and debt collection costs) and enforcing a Sales Contract (including repossessing Goods) are payable by the Buyer.

6.3 Any discount agreed between the Buyer and the Seller will cease to apply if all amounts due on a Payment Date are not received by the Seller by that date.

6.4 The Buyer acknowledges that the receipt by the Seller from the Buyer of any payment tendered in exchange for Goods supplied to the Buyer is not deemed to be payment or conditional payment until the payment has been honoured, cleared or met to the credit of the Seller's account.

6.5 If Delivery is prevented or delayed due to the Buyer's omission (including with respect to any licence or authorisation required under Clause 8.3), the Goods are deemed to have been Delivered and the Buyer is liable for payment.

6.6 If the Buyer suffers a Default Event then all credit granted by the Seller to the Buyer will immediately cease and all amounts which are now or will in the future become payable to the Seller under any Sales Contract will become immediately due and payable.

6.7 If the Buyer fails to make any payment on its due date then without prejudice to any of the Seller's other rights the Seller may:

- (a) suspend or cancel the manufacture or delivery of any Goods due to the Buyer; and /or
- (b) appropriate any payment made by the Buyer to such of the Goods (or Goods supplied under any other agreement with

the Buyer) as the Seller at its sole discretion thinks fit to preserve any purchase money security interest it has in the Goods.

7. Title

7.1 Ownership of Goods remains with the Seller and does not pass to the Buyer until the Seller receives full payment of all amounts due and payable from the Buyer and the Buyer has satisfied all of its obligations to the Seller.

7.2 The Buyer grants the Seller a security interest in all Goods (including present and after-acquired Goods) and their proceeds as security for payment of the Goods, any other amounts from time to time owing by the Buyer to the Seller, and the Buyer's performance of all its other obligations to the Seller.

7.3 If any of the Goods are incorporated in or are used as materials for other products so as to lose their separate identity, then title to that portion of the new products equal to the amount owing to the Seller will on manufacture, or if the Buyer's right to possession ceases under clause 7.7, will immediately vest in the Seller absolutely and not by way of charge until the Seller receives payment in full of all amounts owing by the Buyer provided that the Seller may refuse tender of payment and may call for delivery of its proportion of the new product in lieu of payment. This clause 7 will apply to the new products and the proceeds of their sale with all necessary changes and references to 'Goods' will be interpreted where necessary to apply to the new products or the Seller's proportion of them.

7.4 Until the Seller receives payment in full, the Buyer will hold or deal with the Goods and/or the Seller's proportion of the new products for and on behalf of the Seller as a fiduciary and agent.

7.5 The Seller grants to the Buyer the authority to deal with the Goods and sell them at full market value in the ordinary course of the Buyer's business provided that if the Buyer sells, uses or otherwise deals with Goods before ownership of the Goods has passed to the Buyer, the proceeds of such dealing will be received and held by the Buyer (in whatever form) separately from the Buyer's own property as a fiduciary in trust for the benefit of the Seller.

7.6 The Buyer will not purport to assign to any other person the right to receive any such proceeds held or owing to the Buyer by a third party in respect of the Goods or give security over the Goods to any other person without the Seller's written consent.

7.7 The Buyer's right to possession of the Goods ceases if the Buyer suffers a Default Event or it is revoked by the Seller.

7.8 The Buyer grants the Seller an irrevocable licence to take any action it considers necessary at any time to protect the Goods or its security interest in the Goods (including, without limitation, taking possession of the Goods at any time without notice and entering onto the land and premises where any Goods are stored, regardless of whether or not an occupier is present, and removing the Goods) without incurring any liability to the Buyer or (to the extent permitted by law) any other person. To the extent permitted by law, the Seller will not be responsible for any damage caused by its actions under this clause and the Buyer indemnifies the Seller, its servants and agents, for any alleged liability resulting from the repossession, and the Buyer will pay all costs incurred by the Seller in respect of the repossession.

7.9 Without limiting the generality of the fiduciary relationship obligations the Buyer will at the express request of the Seller; (i) store such Goods separately, not mix them with other goods, and clearly identify them as belonging to the Seller; (ii) receive and hold all proceeds of Goods in a separate bank account in the name of the Seller; allow the Seller to inspect any records, inventories and accounts of sale of Goods; and (iii) cease to deal with the Goods and deliver them up to the Seller immediately if the Seller withdraws the Buyer's authority to sell and deal with them. Transactions entered after the withdrawal of the Buyer's authority to sell and deal with Goods will be voidable by the Seller.

7.10 At the Seller's request, the Buyer will promptly execute all documents and do anything else reasonably required by the Seller to ensure that the Seller has a first ranking perfected security interest in all of the Goods (and any proceeds) under a Sales Contract.

7.11 The Buyer waives its right to receive a copy of any verification statement under the PPSA and waives, contracts out of and agrees that nothing in sections 114(1)(a), 116, 120(2), 121, 125, 127, 129, 131, 133 and 134 of the PPSA will apply to any Sales Contract.

7.12 The Buyer will pay all costs, expenses and other charges incurred by the Seller in relation to:

- (a) the filing of a financing statement or financing change statement in relation to Goods; and

- (b) any disputes or negotiations with third parties claiming an interest in Goods.
- 8. Documentation**
- 8.1 Shipping documents consist of an invoice, clean Bill of Lading, and if the Seller insures, insurance policy or certificate of insurance or broker's cover note. The Bill of Lading as between the Seller and the Buyer will be conclusive evidence that the Goods were shipped in good order and condition.
- 8.2 The Seller will, at the expense of the Buyer, obtain any necessary certificates of origin or other documents required to export the Goods to the Buyer.
- 8.3 The Buyer will obtain any import licence or other authorisation required to import the Goods and bear any customs duty and taxes that may be levied by reason of importation.
- 9. Arbitration**
- 9.1 Any dispute or difference arising out of a Sales Contract may be referred to and settled by arbitration in accordance with the International Wool Textile Organisation Arbitration Agreement. The competent body to conduct the arbitration under the Arbitration Regulations will be the National Council of New Zealand Wool Interests Incorporated (or its successor).
- 10. Force Majeure**
- 10.1 The Seller is not liable to the Buyer for any delay in shipment or Delivery, non-delivery, destruction or deterioration of all or any part of the Goods or for any other default in performance of any of its obligations directly or indirectly caused by an event beyond the reasonable control of the Seller ("**force majeure**") that affects the activities of the Seller, any manufacturer or supplier to the Seller or any other person directly or indirectly concerned with the manufacture, sale, shipment or Delivery of the Goods. If a force majeure event occurs, the Seller, at its discretion, either cancel the Sales Contract wholly or in part or extend the time for Delivery of the Goods for such period as may be necessary. The Buyer will have no claims against the Seller as a consequence of any cancellation or postponement of an order due to the force majeure event.
- 11. Information Use**
- 11.1 The Buyer (and any Guarantor) authorises the Seller to obtain credit reports about them and make any other inquiries as the Seller may think appropriate (including obtaining and exchanging financial and other information about them and in deciding whether to continue to make any discounts available to the Buyer). The Buyer (and any Guarantor) also authorises other persons to provide information about them to the Seller in response to its credit and other inquiries.
- 12. Guarantee**
- 12.1 In consideration of the Seller agreeing to supply the Goods to the Buyer at the Buyer's request each Guarantor (if any):
- (a) guarantees the payment of all amounts owing by the Buyer under these Terms;
- (b) indemnifies the Seller against all losses, damages and expenses suffered or incurred by the Seller arising out of the non-payment of any amount by the Buyer or any breach of any of its obligations under these Terms; and
- (c) agrees that it will not prove in any bankruptcy or liquidation of the Buyer in competition with the Seller.
- 12.2 This is a continuing guarantee and constitutes a principal obligation which will not be released or prejudiced by any release, delay or indulgence given by the Seller to the Buyer or any other thing by which the Guarantor would have been released had the Guarantor merely been a surety will release the Guarantor of affect the liability of the Guarantor as a guarantor or an indemnifier.
- 12.3 Each Guarantor warrants that they:
- (a) have taken independent legal advice before signing this guarantee; and
- (b) are not an undischarged bankrupt or liable under any proceedings under the Insolvency Act 2006 (and its amendments).
- 13. General**
- 13.1 The Seller may add, change or remove clauses in these Terms at any time without obtaining the consent of the Buyer. The Seller may advise the Buyer when changes to these Terms are to take effect by giving notice to the Buyer, but such notice is not required for the Terms to be effectively amended.
- 13.2 The Seller may assign any of its rights under a Sales Contract without the consent of the Buyer. The Buyer will not assign any of its rights or obligations under a Sales Contract without the Seller's prior written consent. For the purposes of this clause, any change in the ownership or effective control of the Buyer or its business will be deemed to be an assignment requiring the Seller's consent.
- 13.3 A reference to any legislation in a Sales Contract includes a reference to any amended or substitute legislation and any regulations enacted under that legislation.
- 13.4 Sales Contracts are subject to, governed by and interpreted in accordance with New Zealand law, and, subject to clause 9, the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute in relation to a Sales Contract.
- 13.5 Each clause of these Terms is separately binding. If any clause is void, unenforceable or otherwise ineffective by operation of New Zealand law the remaining clauses will continue to be valid and enforceable.
- 13.6 Where the Buyer or a Guarantor comprises more than one person or entity then the obligations between those persons under these Terms is joint and several.
- 13.7 The United Nations Conventions or any other international conventions on contracts for the international sale of goods will not apply to a Sales Contract.
- 13.8 A Sales Contract and any variation may be entered into in counterparts (including electronic copies) which when taken together will constitute one agreement.

RUBISCO LIMITED

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(Overseas)

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1. Definitions

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- 3.5 Except where these terms provide otherwise, to the extent permitted by law, the Seller:
 - (a) excludes all recommendations, warranties, descriptions, representations and conditions in relation to Goods, whether expressed or implied by law, trade, custom or otherwise and whether relating to fitness, merchantability, suitability for purpose, or otherwise;
 - (b) will not be responsible for any loss or liability caused by failure or refusal to supply Goods or defective supply of Goods; and
 - (c) excludes all liability to the Buyer and any third party, whether in tort (including negligence), contract, equity or otherwise, for any loss or liability of any kind, whether direct, indirect, special or consequential.
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- 7.3 If any of the Goods are incorporated in or are used as materials for other products so as to lose their separate identity, then title to that portion of the new products equal to the amount owing to the Seller will on manufacture, or if the Buyer's right to possession ceases under clause 7.7, will immediately vest in the Seller absolutely and not by way of charge until the Seller receives payment in full of all amounts owing by the Buyer provided that the Seller may refuse tender of payment and may call for delivery of its proportion of the new product in lieu of payment. This clause 7 will apply to the new products and the proceeds of their sale with all necessary changes and references to 'Goods' will be interpreted where necessary to apply to the new products or the Seller's proportion of them.
- 7.4 Until the Seller receives payment in full, the Buyer will hold or deal with the Goods and/or the Seller's proportion of the new products for and on behalf of the Seller as a fiduciary and agent.
- 7.5 The Seller grants to the Buyer the authority to deal with the Goods and sell them at full market value in the ordinary course of the Buyer's business provided that if the Buyer sells, uses or otherwise deals with Goods before ownership of the Goods has passed to the Buyer, the proceeds of such dealing will be received and held by the Buyer (in whatever form) separately from the Buyer's own property as a fiduciary in trust for the benefit of the Seller.
- 7.6 The Buyer will not purport to assign to any other person the right to receive any such proceeds held or owing to the Buyer by a third party in respect of the Goods or give security over the Goods to any other person without the Seller's written consent.
- 7.7 The Buyer's right to possession of the Goods ceases if the Buyer suffers a Default Event or it is revoked by the Seller.
- 7.8 The Buyer grants the Seller an irrevocable licence to take any action it considers necessary at any time to protect the Goods or its security interest in the Goods (including, without limitation, taking possession of the Goods at any time without notice and entering onto the land and premises where any Goods are stored, regardless of whether or not an occupier is present, and removing the Goods) without incurring any liability to the Buyer or (to the extent permitted by law) any other person. To the extent permitted by law, the Seller will not be responsible for any damage caused by its actions under this clause and the Buyer indemnifies the Seller, its servants and agents, for any alleged liability resulting from the repossession, and the Buyer will pay all costs incurred by the Seller in respect of the repossession.
- 7.9 Without limiting the generality of the fiduciary relationship obligations the Buyer will at the express request of the Seller; (i) store such Goods separately, not mix them with other goods, and clearly identify them as belonging to the Seller; (ii) receive and hold all proceeds of Goods in a separate bank account in the name of the Seller; allow the Seller to inspect any records, inventories and accounts of sale of Goods; and (iii) cease to deal with the Goods and deliver them up to the Seller immediately if the Seller withdraws the Buyer's authority to sell and deal with them. Transactions entered after the withdrawal of the Buyer's authority to sell and deal with Goods will be voidable by the Seller.
- 7.10 The Buyer will pay all costs, expenses and other charges incurred by the Seller in relation to any disputes or negotiations with third parties claiming an interest in Goods.
- 8. Documentation**
- 8.1 Shipping documents consist of an invoice, clean Bill of Lading, and if the Seller insures, insurance policy or certificate of insurance or broker's cover note. The Bill of Lading as between the Seller and the Buyer will be conclusive evidence that the Goods were shipped in good order and condition.
- 8.2 The Seller will, at the expense of the Buyer, obtain any necessary certificates of origin or other documents required to export the Goods to the Buyer.

- 8.3 The Buyer will obtain any import licence or other authorisation required to import the Goods and bear any customs duty and taxes that may be levied by reason of importation.
9. **Arbitration**
- 9.1 Any dispute or difference arising out of a Sales Contract may be referred to and settled by arbitration in accordance with the International Wool Textile Organisation Arbitration Agreement. The competent body to conduct the arbitration under the Arbitration Regulations will be the National Council of New Zealand Wool Interests Incorporated (or its successor).
10. **Force Majeure**
- 10.1 The Seller is not liable to the Buyer for any delay in shipment or Delivery, non-delivery, destruction or deterioration of all or any part of the Goods or for any other default in performance of any of its obligations directly or indirectly caused by an event beyond the reasonable control of the Seller ("**force majeure**") that affects the activities of the Seller, any manufacturer or supplier to the Seller or any other person directly or indirectly concerned with the manufacture, sale, shipment or Delivery of the Goods. If a force majeure event occurs, the Seller, at its discretion, either cancel the Sales Contract wholly or in part or extend the time for Delivery of the Goods for such period as may be necessary. The Buyer will have no claims against the Seller as a consequence of any cancellation or postponement of an order due to the force majeure event.
11. **Information Use**
- 11.1 The Buyer (and any Guarantor) authorises the Seller to obtain credit reports about them and make any other inquiries as the Seller may think appropriate (including obtaining and exchanging financial and other information about them and in deciding whether to continue to make any discounts available to the Buyer). The Buyer (and any Guarantor) also authorises other persons to provide information about them to the Seller in response to its credit and other inquiries.
12. **Guarantee**
- 12.1 In consideration of the Seller agreeing to supply the Goods to the Buyer at the Buyer's request each Guarantor (if any):
- (a) guarantees the payment of all amounts owing by the Buyer under these Terms;
 - (b) indemnifies the Seller against all losses, damages and expenses suffered or incurred by the Seller arising out of the non-payment of any amount by the Buyer or any breach of any of its obligations under these Terms; and
 - (c) agrees that it will not prove in any bankruptcy or liquidation of the Buyer in competition with the Seller.
- 12.2 This is a continuing guarantee and constitutes a principal obligation which will not be released or prejudiced by any release, delay or indulgence given by the Seller to the Buyer or any other thing by which the Guarantor would have been released had the Guarantor merely been a surety will release the Guarantor of affect the liability of the Guarantor as a guarantor or an indemnifier.
- 12.3 Each Guarantor warrants that they:
- (a) have taken independent legal advice before signing this guarantee; and
 - (b) are not an undischarged bankrupt or liable under any proceedings under the Insolvency Act 2006 (and its amendments).
13. **General**
- 13.1 The Seller may add, change or remove clauses in these Terms at any time without obtaining the consent of the Buyer. The Seller may advise the Buyer when changes to these Terms are to take effect by giving notice to the Buyer, but such notice is not required for the Terms to be effectively amended.
- 13.2 The Seller may assign any of its rights under a Sales Contract without the consent of the Buyer. The Buyer will not assign any of its rights or obligations under a Sales Contract without the Seller's prior written consent. For the purposes of this clause, any change in the ownership or effective control of the Buyer or its business will be deemed to be an assignment requiring the Seller's consent.
- 13.3 A reference to any legislation in a Sales Contract includes a reference to any amended or substitute legislation and any regulations enacted under that legislation.
- 13.4 Sales Contracts are subject to, governed by and interpreted in accordance with New Zealand law, and, subject to clause 9, the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute in relation to a Sales Contract.
- 13.5 Each clause of these Terms is separately binding. If any clause is void, unenforceable or otherwise ineffective by operation of New Zealand law the remaining clauses will continue to be valid and enforceable.
- 13.6 Where the Buyer or a Guarantor comprises more than one person or entity then the obligations between those persons under these Terms is joint and several.
- 13.7 The United Nations Conventions or any other international conventions on contracts for the international sale of goods will not apply to a Sales Contract.
- 13.8 A Sales Contract and any variation may be entered into in counterparts (including electronic copies) which when taken together will constitute one agreement.

Signed (Company Director):

Name (print):

Title:

Date: