

Signosaur Limited T/A Signosaur – Terms & Conditions of Trade

<p>1. Definitions</p> <p>1.1 "SL" means Signosaur Limited T/A Signosaur, its successors or assigns or any person acting on behalf of and with the authority of Signosaur Limited T/A Signosaur.</p> <p>1.2 "Customer" means the person or any person acting on behalf of and with the authority of the Customer requesting SL to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:</p> <p>(a) if there is more than one Customer, is a reference to each Customer jointly and severally;</p> <p>(b) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and</p> <p>(c) includes the Customer's executors, administrators, successors and permitted assigns.</p> <p>1.3 "Goods" means all Goods or Services supplied by SL to the Customer at the Customer's request and in the context so permits the terms "Goods" or "Services" shall be interchangeable for the other.</p> <p>1.4 "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between SL and the Customer in accordance with clause 5 below.</p> <p>2. Acceptance</p> <p>2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.</p> <p>2.2 These terms and conditions may only be amended with the consent of both parties in writing and shall prevail to the extent of any inconsistency with any other document or contract between the Customer and SL.</p> <p>2.3 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p> <p>3. Errors and Omissions</p> <p>3.1 The Customer acknowledges and accepts that SL shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):</p> <p>(a) resulting from an inadvertent mistake made by SL in the formation and/or administration of the contract; and</p> <p>(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by SL in respect of the Services.</p> <p>3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or willful misconduct of SL, the Customer shall not be entitled to treat this contract as repudiated nor render it invalid.</p> <p>4. Change in Control</p> <p>4.1 The Customer shall give SL, not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number, change of trustees or business practice). The Customer shall be liable for any loss incurred by SL as a result of the Customer's failure to comply with this clause.</p> <p>5. Price and Payment</p> <p>5.1 At SL's sole discretion the Price shall be either:</p> <p>(a) as indicated on any invoice provided by SL to the Customer; or</p> <p>(b) SL's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>5.2 SL reserves the right to change the Price if a variation to SL's quotation is requested. Any variation from the plan of scheduled Services or specifications (including, but not limited to, any variation as a result of additional work required due to unforeseen circumstances such as poor weather conditions, limitations to accessing the site, prerequisite work by any third party not being completed, change to design, or as a result of any increase to SL in the cost of materials and labour) will be charged for on the basis of SL's quotation, and will be detailed in writing, and shown as variations on SL's invoice. The Customer shall be required to respond to any variation submitted by SL within ten (10) working days. Failure to do so will entitle SL to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.</p> <p>5.3 At SL's sole discretion a non-refundable deposit may be required.</p> <p>5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by SL, which may be:</p> <p>(a) on delivery of the Goods;</p> <p>(b) before delivery of the Goods;</p> <p>(c) by way of instalments/progress payments in accordance with SL's payment schedule;</p> <p>(d) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;</p> <p>(e) seven (7) days following the date specified on any invoice or other form as being the date for payment; or</p> <p>(f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by SL.</p> <p>5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a suitable and/or authorised method of payment), or by any other method as agreed to between the Customer and SL.</p> <p>5.6 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by SL nor to withhold payment of any invoice because part of the invoice is not paid.</p> <p>5.7 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to SL an amount equal to any GST SL must pay for any supply by SL under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, on SL's invoice. The Customer shall be liable as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p> <p>6. Delivery of Goods</p> <p>6.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:</p> <p>(a) the Customer or the Customer's nominated carrier takes possession of the Goods at SL's address; or</p> <p>(b) if SL's nominated carrier delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.</p> <p>6.2 At SL's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.</p> <p>6.3 Any goods specified by SL for delivery of the Goods is an estimate only and SL will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that SL is unable to deliver the Goods as agreed solely due to any action or inaction of the Customer, then SL shall be entitled to charge a reasonable fee for redelivery and/or storage.</p> <p>7. Risk</p> <p>7.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.</p> <p>7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, SL is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by SL is sufficient evidence of SL's rights to receive the insurance proceeds without the need for any person dealing with SL to make further enquiries.</p> <p>7.3 If the Customer requests SL to leave Goods outside SL's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.</p> <p>7.4 All work carried out whether experimentally or otherwise at the Customer's request will be charged to the Customer.</p> <p>7.5 Any labelling and/or foreign language included in the job but not contained in the manuscript originally submitted for the purpose of estimating may be charged to the Customer and shown as extras on the invoice.</p> <p>7.6 Unless otherwise agreed, the Customer shall bear the cost of fonts, or colour proofs, or artwork, spent at the Customer's request.</p> <p>7.7 SL shall be under no liability whatsoever to the Customer for any variation (beyond the reasonable control of SL) in colours between the approved prototype and the finished Goods.</p> <p>7.8 The Customer acknowledges that Goods supplied:</p> <p>(a) may exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time. SL will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable for any loss, damages or costs howsoever arising resulting from any variation in colour, shading or grain between batches of product or sale samples and the final product supplied; and</p> <p>(b) may experience shrinkage or may move after installation, which is considered normal practice for these types of Goods and thereby not covered by SL as a defect or under warranty. SL shall not be liable for any loss or damage in this event, where circumstances are beyond SL's control or the Customer or their representatives, and these Goods are beyond SL's control.</p> <p>7.9 Where materials or equipment are supplied by the Customer for the provision of Services, SL shall accept no liability for imperfect work caused by defects in, or the unsuitability of, such materials or equipment for the Services.</p> <p>7.10 In the event that the Customer believes that SL has scratched the vehicle during the installation process of the Goods, the Customer shall within twenty-four (24) hours of delivery (time being of the essence) notify SL of any alleged defect or damage. The Customer shall afford SL an opportunity to inspect the vehicle within a reasonable time following delivery of the Goods as agreed solely with clause 7.10, the vehicle shall be presumed to be free from any defect or damage.</p> <p>7.11 The Customer acknowledges that it is the Customer's responsibility to remove all personal/valuable items from the vehicle prior to SL carrying out their Services. SL shall not be liable in the event of any apparent loss or damage to personal/valuable items left in the vehicle.</p> <p>7.12 The Customer accepts that in the event that the vehicle is stored for any period on SL's premises that it is done so at the Customer's own risk and it shall be the client's responsibility to ensure their vehicle and its contents are insured adequately or at all.</p> <p>7.13 Where SL is required to install the Goods on the premises of the Customer, SL shall be under no liability whatsoever for any errors not corrected by the Customer in the final proof reading. Should the Customer's alterations require additional proofs this shall be shown as a variation in accordance with 5.2.</p>	<p>8.3 When style, type or layout is left to SL judgment, then the Customer makes further alterations to the copy this will be shown as a variation in accordance with clause 5.2.</p> <p>9. Access</p> <p>9.1 The Customer shall ensure that SL has clear and free access to the work site at all times to enable them to apply and/or install the Goods. SL shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of SL.</p> <p>10. Underground Locations</p> <p>10.1 Prior to SL commencing any Services the Customer must advise SL of the precise location of underground services on the site and clearly mark the same. The underground mains and services the Customer must identify include, but are not limited to, electrical services, gas services, sewer pipes, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.</p> <p>10.2 While SL will take care to avoid damage to any underground services the Customer agrees to indemnify SL in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 10.1.</p> <p>11. Title</p> <p>11.1 SL and the Customer agree that ownership of the Goods shall not pass until:</p> <p>(a) the Customer has paid SL all amounts owing to SL; and</p> <p>(b) the Customer has accepted the Goods. The Price of the Goods sold under this contract shall be deemed to be payment until that form of payment has been honoured, cleared or recognised.</p> <p>11.2 It is further agreed that until ownership of the Goods passes to the Customer in accordance with clause 11.1:</p> <p>(a) the Customer is only a bailee of the Goods and must return the Goods to SL on request;</p> <p>(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for SL and must pay to SL the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;</p> <p>(c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for SL and must pay or deliver the proceeds to SL on demand;</p> <p>(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of SL and must sell, dispose of or return the resulting product to SL as it so directs;</p> <p>(e) the Customer irrevocably authorises SL to enter any premises where SL believes the Goods are kept and recover possession of the Goods;</p> <p>(f) SL may recover possession of any Goods in transit whether or not delivery has occurred;</p> <p>(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant otherwise give away any interest in the Goods while they remain the property of SL;</p> <p>(h) the Customer shall not attempt to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.</p> <p>12. Personal Property Securities Act 1999 ("PPSA")</p> <p>12.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA; and</p> <p>(a) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation the Customer owes to SL for Services that have previously been supplied and that will be supplied in the future by SL to the Customer.</p> <p>12.2 The Customer undertakes to:</p> <p>(a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which SL may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;</p> <p>(b) indemnify, and upon demand reimburse, SL for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereto;</p> <p>(c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of SL; and</p> <p>(d) immediately advise SL of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.</p> <p>12.3 SL and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to this contract.</p> <p>12.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.</p> <p>12.5 Unless otherwise agreed to in writing by SL, the Customer waives its right to receive a discharge statement in relation to the Goods or Services.</p> <p>12.6 The Customer shall unconditionally ratify any actions taken by SL under clauses 12.1 to 12.5.</p> <p>13. Security and Charge</p> <p>13.1 In consideration of SL agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions including, but not limited to, the payment of any monies due to SL.</p> <p>13.2 The Customer indemnifies SL from and against all SL's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising SL's rights under this clause.</p> <p>13.3 The Customer irrevocably appoints SL and each director of SL as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Customer's behalf.</p> <p>14. Defects</p> <p>14.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify SL of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford SL an opportunity to inspect the Goods at a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which SL has agreed in writing that the Customer is entitled to reject, SL's liability is limited to either (at SL's discretion) replacing the Goods or repairing the Goods.</p> <p>14.2 Goods will not be accepted for return other than in accordance with 14.1 above, and provided that:</p> <p>(a) SL has agreed in writing to accept the return of the Goods; and</p> <p>(b) the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and</p> <p>(c) SL will not be liable for Goods which have not been stored or used in a proper manner; and</p> <p>(d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.</p> <p>14.3 Subject to clause 14.1, non-stocklist items or Goods made to the Customer's specifications are not acceptable for credit or return.</p> <p>15. Warranty</p> <p>15.1 Subject to the conditions of warranty set out in clause 15.2 SL warrants that if any defect in the Goods is apparent and is reported to SL within twelve (12) months of the date of delivery (time being of the essence) then SL will either (at SL's sole discretion) replace or remedy the workmanship.</p> <p>15.2 The conditions applicable to the warranty given by clause 15.1 are:</p> <p>(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:</p> <p>(i) failure on the part of the Customer to properly maintain any Goods; or</p> <p>(ii) failure on the part of the Customer to follow any instructions or guidelines provided by SL; or</p> <p>(iii) any use of any Goods otherwise than for any application specified on a quote or order form; or</p> <p>(iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or</p> <p>(v) fair wear and tear; and</p> <p>(b) the warranty shall cease and SL shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without SL's consent;</p> <p>(c) any claim of any claims SL shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.</p> <p>15.3 For Goods not manufactured by SL, the warranty shall be the current warranty provided by the manufacturer of the Goods. SL shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.</p> <p>16. Consumer Guarantees Act 1993</p> <p>16.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by SL to the Customer.</p> <p>17. Intellectual Property</p> <p>17.1 Where SL has designed, drawn or developed Goods for the Customer, then the copyright in any designs, drawings, prints and documents shall remain the property of SL. Under no circumstances may such designs, drawings, prints and documents be used without the written approval of SL.</p> <p>17.2 The Customer warrants that all designs, specifications or instructions given to SL will not cause SL to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify SL against any action taken by a third party against SL in respect of any such infringement.</p> <p>17.3 The Customer agrees that SL may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which SL has created for the Customer.</p> <p>18. Default and Consequences of Default</p> <p>18.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month</p>	<p>(and at SL's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>18.2 If the Customer owes SL any money the Customer shall indemnify SL from and against all costs and disbursements incurred by SL in recovering the debt (including, but not limited to, internal administration fees, legal costs on a solicitor and own client basis, SL's collection agency costs, and bank disbursement fees).</p> <p>18.3 Further to any other rights or remedies SL may have under this contract, if a Customer has made any payment under this contract, and subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by SL under this clause 18 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this contract.</p> <p>18.4 The Customer agrees to indemnify SL for any loss or damage (alternatively SL's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods), SL may incur or suffer as a result of any order of the Customer which remains unfulfilled and all amounts owing to SL shall, whether or not due for payment, become immediately payable if:</p> <p>(a) any money payable to SL becomes overdue, or in SL's opinion the Customer will be unable to make a payment when it falls due;</p> <p>(b) the Customer has exceeded any applicable credit limit provided by SL;</p> <p>(c) the Customer 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</p> <p>(d) the receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.</p> <p>19. Cancellation</p> <p>19.1 Without prejudice to any other remedies SL may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions SL may suspend or terminate the supply of Goods to the Customer. SL will not be liable to the Customer for any loss or damage the Customer suffers because SL has cancelled the contract.</p> <p>19.2 SL may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice SL shall repay to the Customer any money paid by the Customer for the Goods. SL shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>19.3 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by SL as a direct result of the cancellation (including, but not limited to, any loss of profits).</p> <p>19.4 The Customer shall obtain any approval made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.</p> <p>20. Privacy Act 1993</p> <p>20.1 The Customer authorises SL or SL's agent to:</p> <p>(a) access, collect, retain and use any information about the Customer;</p> <p>(i) including any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Customer's creditworthiness; or</p> <p>(ii) for the purpose of marketing products and services to the Customer.</p> <p>(b) disclose information about the Customer, whether collected by SL from the Customer directly or obtained by SL from any other source, to any other credit provider or any other party for the purpose of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.</p> <p>20.2 Where the Customer is an individual the authorities under clause 20.1 are authorities or consents for the purposes of the Privacy Act 1993.</p> <p>20.3 The Customer shall have the right to request SL for a copy of the information about the Customer held by SL and the right to request SL to correct any incorrect information about the Customer held by SL.</p> <p>21. Compliance with Laws</p> <p>21.1 The Customer and SL shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including any Worksafe guidelines relating to building/construction sites and any other relevant safety standards or legislation.</p> <p>21.2 The Customer shall obtain at the expense of the Customer) all licenses and approvals that may be required for the Services.</p> <p>22. Service of Notices</p> <p>22.1 Any written notice given under this contract shall be deemed to have been given and received:</p> <p>(a) by handing the notice to the other party, in person;</p> <p>(b) by leaving it at the address of the other party as stated in this contract;</p> <p>(c) by sending it by registered post to the address of the other party as stated in this contract; or</p> <p>(d) if sent by facsimile transmission to the fax number of the other party as stated in this contract (if any), on receipt of confirmation of the transmission;</p> <p>(e) if sent by email to the other party's last known email address.</p> <p>22.2 If any notice is sent by any method other than that stated above, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.</p> <p>23. Construction Contract Act 2002</p> <p>23.1 The Customer hereby expressly acknowledges that:</p> <p>(a) SL has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer, and:</p> <p>(i) the payment claim is not paid in full by the due date for payment and no payment schedule has been given by the Customer; or</p> <p>(ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or</p> <p>(iii) the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to SL by a particular date; and</p> <p>(iv) SL has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract.</p> <p>(b) if SL suspends work, it:</p> <p>(i) is not in breach of its contract; and</p> <p>(ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and</p> <p>(iii) is entitled to an extension of time to complete the contract; and</p> <p>(iv) ceases its rights and obligations under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.</p> <p>(c) if SL exercises the right to suspend work, the exercise of that right does not:</p> <p>(i) affect any rights that would otherwise have been available to SL under the Contractual Remedies Act 1979; or</p> <p>(ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of SL suspending work under this provision.</p> <p>24. Trusts</p> <p>24.1 If the Customer at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any trust ("Trust") then whether or not SL may have notice of the Trust the Customer consents with SL that:</p> <p>(a) the contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;</p> <p>(b) the Customer has full and complete power and authority under the Trust to enter into the contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;</p> <p>(c) the Customer will not consent in writing of SL (SL will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:</p> <p>(i) the removal, replacement or retirement of the Customer as trustee of the Trust;</p> <p>(ii) any alteration to or variation of the terms of the Trust;</p> <p>(iii) any advancement or distribution of the capital of the Trust; or</p> <p>(iv) any resettlement of the Trust property.</p> <p>25. General</p> <p>25.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p> <p>25.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.</p> <p>25.3 SL shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit), suffered by the Customer arising out of a breach by SL of these terms and conditions (alternatively SL's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). SL may licence and/or assign all or any part of its rights and/or obligations under this contract without the Customer's consent.</p> <p>25.4 The Customer will not consent in writing of SL (SL will not unreasonably withhold consent) to subcontract any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of SL's subcontractors or agents.</p> <p>25.5 The Customer agrees that SL may amend these terms and conditions by notifying the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for SL to provide Goods to the Customer.</p> <p>25.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.</p> <p>25.9 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this contract creates binding and valid legal obligations on them.</p>
---	--	---

Please note that a larger print version of these terms and conditions is available from SL on request.