

## **Install Management Limited (“IML”) – Terms and Conditions of Trade**

These Terms of Trade and any quotation provided by IML are to be read together and form the entire agreement between you and Install Management Limited the related parties (“RP”) relating to all Works and Materials provided by “IML”. It replaces and supersedes any previous proposals, correspondence, understandings, or other communications (written or oral) made between the RP.

### **1.0 Definitions**

In these Terms of Trade:

- 1.1 “I”, “We”, “Our”, “Us” and “Secured Party” means Install Management Limited (“IML”).
- 1.2 “Agent” means any entity or person/s contracted by IML to perform the Work and supply the Materials and includes any entity or person/s acting with the authority of IML in any other matter.
- 1.3 “Contract” means an agreement made between the Parties for the supply of Work.
- 1.4 “Construction Work” has the meaning set out in S6 of the Construction Contracts Act 2002 “The Act”
- 1.5 “Customer” and “Client” for these terms are used interchangeably and means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting IML to provide the Works as specified in any proposal, quotation, order, invoice, or other documentation, and:
  - (a) if there is more than one Client, is a reference to each Client jointly and severally; and
  - (b) if the Client is a partnership, it shall bind each partner jointly and severally; and
  - (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
  - (d) includes the Client’s executors, administrators, successors and permitted assigns; and
  - (e) the term Customer and Client includes all references to the use of “You” and “Your”.
- 1.6 “Due Date” means the date for payment on any invoice or in any payment claim.
- 1.7 “Materials” means all materials used to carry out insulation and all other materials necessary to complete the Work.
- 1.8 “Parties” means IML and the person/s, entities or any person acting on behalf of and with the authority of the Client as stated in 1.5 above.
- 1.9 “Personal Property” has the meaning set out in S16 of the Personal Property and Securities Act 1999.
- 1.10 “Secured Party” has the meaning set out in S16 of the Personal Property and Securities Act 1999.
- 1.11 “The Act” means the Construction Contracts Act 2002 and amendments.
- 1.12 “Variation” means any alteration to the scope of the Work or the Materials supplied.
- 1.13. “Work” means all Work (including but not limited to consultation, manufacturing, labour, gib fixing, plastering and interior stopping and/or the supply and/or installation of Materials supplied by IML to the Client at the Client’s request.

### **2.0 Quotation**

- 2.1 IML will provide a quotation to the Customer for the Work requested to be performed. The quotation shall be subject to the clarifications and exclusions set out in the quotation document accompanying these terms and conditions of trade and shall be valid for a period of thirty (30) days from the date specified in the quotation. The quotation does not include any cost for those things which could not be discovered by reasonable inspection at the time of providing the quotation including, but not limited to, design deficiencies, material deficiencies, specification problems, workmanship deficiencies, latent defects of any kind, corrosion, cracking and building movement and creep.
- 2.2 IML will not provide a breakdown of any quotation already provided to the Customer who is required to accept the quotation in writing before any Work will be commenced subject to clause 10 below.

- 2.3 All Work quoted for being more than \$2,000.00 (excluding GST) is subject to the Customer first paying to IML when requested, a deposit of 50% of the Work price (excluding GST) and/or in the case of a company a personal guarantee provided from any shareholder or director of that company or any other approved individual in a form required by IML before any Work will be commenced.

### **3.0 Acceptance**

- 3.1 This is a Construction Contract as defined by the Construction Contracts Act 2002. The correct address for service of any document shall be the address that you have given in your account application form or the address in any quotation.
- 3.2 Acceptance of a quotation by you, and your successors, assignees and guarantors shall be regarded as your irrevocable acceptance of these Terms of Trade.
- 3.3 You accept the Terms of Trade as a condition of the offer to supply Work that is prior to any debt being incurred. Any order placed by email, verbally or by your Agent or any payment made before the commencement of any Work is your acceptance of these Terms.
- 3.4 Where payment on or prior to delivery has been agreed and fails to occur IML reserves the right to charge waiting time of \$60.00 per person + GST for any employee of IML or IML's agent to remain on site until payment is made. If payment is not made IML can remove the materials from the site and charge a re-delivery fee to any address convenient to IML which the Customer agrees to pay. At the Customer's request IML may re-deliver the materials to any address provided that the Customer pays the agreed re-delivery fee in advance.
- 3.5 IML will not provide any Works on credit until the Customer completes a credit application form which has been approved and a credit limit amount set for the account which is at our discretion.
- 3.6 Any request by the Customer for the supply of Works, the value of which exceeds the amount of the credit limit set, shall be refused by IML, unless otherwise approved in writing.
- 3.7 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

### **4.0 Variations**

- 4.1 Except as expressly provided in these terms and conditions, no variation or alteration to the scope of the Work or the Materials supplied shall be binding on the parties unless recorded in writing and signed by the parties, including any adjustment to the Price of the Work or the Materials supplied.
- 4.2 Any changes required because of any ambiguous drawings, or any other documentation provided by the Customer or their agent will be treated as a variation to the Work.
- 4.3 These terms shall not be modified or varied unless expressed in writing and agreed to by IML and the Customer.

4.4 The Client agrees that anything (subject to clause 2.1 and 6.2) discovered after the date of the original quotation is a variation to the Work quoted for and the Client agrees to pay all costs of completing the extra work (subject to clause 6.4). IML will first provide to the Client a quotation for the extra work (subject to clause 2.1).

## **5.0 Cancellation**

5.1 In the event that the Customer decides to cancel the contract at any time before the commencement of the Work, the Customer agrees to pay the actual and reasonable costs and expenses incurred by IML up to the date of cancellation and a reasonable administration fee. The Customer shall not be entitled to cancel the contract once the work has commenced without the prior consent in writing of IML.

## **6.0 Price and Payment**

6.1 At IML's sole discretion the Price shall be either:

- (a) as indicated on invoices provided by IML to the Client in respect of the Works performed or the Materials supplied; or
- (b) IML's quoted Price (subject to clause 2.1 and 4.4) which shall be binding upon IML provided that the Client shall accept IML's quotation in writing within (30) days.

6.2 IML reserves the right to change the Price:

- (a) if a variation to the Materials which are to be supplied is requested; or
- (b) if a variation to the Works originally scheduled (including any applicable plans, scope of Works or specifications) is requested; or
- (c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties including, but not limited to, poor weather, limitations permitting access to the worksite, obscured building/worksite defects, incorrect measurements, plans and/or specifications provided by the Client, all safety considerations, any work that has not been completed, lack of necessary utilities, remedial work that is necessary to rectify any work already completed, and to ensure compliance with the Building Code as defined in S7 of the Building Act 2004 or
- (d) in the event of increases to IML in the cost of labour or materials which are beyond IML's control.

6.3 Variations will be charged for on the basis of IML's quotation, and will be detailed in writing, and shown as variations on IML's invoice. The Client shall be required to respond to any variation submitted by IML within ten (10) working days, either confirming or disputing the variation. If the client does not respond within this timeframe, it will be deemed to have confirmed the variation. Payment for all variations must be made in full subject to 6.4 below.

6.4 Payment for the Work shall be made in full on or before the 20<sup>th</sup> of the month following the date of the invoice unless otherwise agreed.

6.5 The Parties may agree on express terms for payment as set out in S14 of The Act.

6.6 IML has the right to progress payments and calculated in accordance with S17 of The Act. All invoices for progress payments will be prepared to meet the provisions of S20 of The Act.

6.7 The Customer agrees to provide to IML a payment schedule required by S21 of The Act within 5 working days of receiving the payment claim.

- 6.8 The Customer shall pay in full the invoiced amount in 6.1 or the amount set out in a progress payment without deduction, set off or counter claim or otherwise from any money owing. The payment is made only when funds have fully cleared through the banking system into our bank account.
- 6.9 If payment is not received by the Due Date, you are in default and agree to pay default interest at the rate of 2.0% above the official cash rate (OCR) set by the Reserve Bank per annum on the balance outstanding from the date payment was due until payment is received. The right to charge interest is in addition and without prejudice to our other rights in respect of non or late payment.
- 6.10 Any amount that is paid which is less than the amount on any invoice or payment claim is not accepted in full and final settlement, but rather held on account in part payment only of the amount owing unless we agree in writing to accept the amount in full and final settlement.
- 6.11 At the agreement of both parties, payment of the Price may be subject to retention by the Client of an amount (hereafter called the "Retention Money"), being a set amount or equal to a percentage of the Price. The Client shall hold the Retention Money for the agreed period following completion of the Works during which time all Works are to be completed and/or all defects are to be remedied. Any Retention Money applicable to this Contract is to be dealt with in accordance with Subpart 2A - sections 18(a) to 18(i) of the Construction Contracts Amendment Act 2015 and as such no Retention Money shall be used other than to remedy defects in the performance of IML's obligations under the Contract.
- 6.12 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to IML an amount equal to any GST. The Client must pay GST, without deduction or set-off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client 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.

## **7.0 Defects in Work and Materials**

- 7.1 The Client shall inspect the Work on completion and Materials on the day of delivery and will within five (5) working days (time being of the essence) notify IML in writing of any alleged defect in the Work and/or shortage in quantity, damage, or failure to comply with the description of the Materials. The Client will allow IML an opportunity to inspect the Work or Materials within 5 working days after receiving written notice of any defect. If IML receives no such written notice the Client has accepted the Work as completed and the Materials as delivered.
- 7.2 IML will not accept any Materials for return other than in accordance with 7.1 above.

## **8.0 Default**

- 8.1 We reserve the right to recover from the Customer or any other party all costs and/or expenses incurred in the repossession of the Materials or instructing a solicitor or debt collection agency to recover any amount overdue for payment (including any amount owing on any order issued by the Disputes Tribunal or on any Judgment unpaid) and such costs and expenses shall bear interest as provided for in 6.9 above from the date of default until the date of payment.

## 9.0 Privacy Act 2020

- 9.1 IML or their duly authorised agent may at any time collect, hold and use information relating to this Construction Contract for any purpose directly connected with its business including (but not limited to) direct marketing, debt recovery, credit reporting or assessment, and to register any security interest, including collecting information from, and disclosing information to, related companies, external credit reporting agencies, debt collection agencies, trade referees and other third parties including all Government Departments. 9.2 The type of information IML collects may vary depending on the nature of our connection with you, but is likely to include: names, addresses, contact details, dates of birth, occupations, evidence of source of funds, and any other information which assists us in achieving our business purposes as described in 9.1.
- 9.3 Information disclosed by IML or their agent to credit reporting agencies will be disclosed on the basis that it will be held and used by such agencies to provide credit reporting services. IML or its agent may notify any credit reporting agencies where any amount owing under this agreement has been outstanding for 30 days or more.
- 9.4 If any information that we require is not provided, IML reserves its right to delay provision of its services or perform its obligations until such time as it is provided directly by the client. Except where forbidden by law, we will collect personal information from the individual concerned either directly or indirectly, from third parties (such as using cookies on our website to analyse traffic or a reference given from another person), and from publicly available sources.
- 9.5 We take reasonable steps to ensure the security and confidentiality of personal information and the privacy of individuals. This includes measures such as physical security of files, electronic security, and authorisation procedures. We will not retain information for a longer period than is necessary for our business purposes. The Customer, any director signing on behalf of the Customer and any Guarantor authorises IML or their agent to collect, hold and use information from any person or entity for any of the above purposes, and for such person or entity to disclose information to IML or their agent and the Customer any director signing on behalf of the Customer and any Guarantor further authorises IML or their agent to disclose information to any person or entity for any of the above purposes and such person or entity to collect, hold and use information from IML.
- 9.6 We will endeavour, within reason, to ensure that any information we hold is accurate before we use or disclosure such information. Any such information can be accessed or corrected at the request of the individual whom the information is about.
- 9.7 It may be necessary for us to disclose personal information to companies or people we work with, agencies which may be able to verify your information, social media sites, courts, tribunals, and regulatory authorities. We may disclose personal information to anyone else where disclosure is authorised by the individual, or where we are required to by law.
- 9.8 Any client who provides personal information will be advised of:
- a. The fact that information is being collected;
  - b. The purpose for which the information is being collected;
  - c. The intended recipients of the information;
  - d. The name(s) and address(es) of –
    - (i) The agency that is collecting the information; and
    - (ii) the agency that will hold the information;
  - e. If the collection of the information is authorised or required by, or under, law –

- (i) The particular law by, or under, which the collection of the information is required or authorised; and
  - (ii) Whether the supply of that information is voluntary or mandatory.
- f. The consequences for the client if the requested information is not provided; and
- g. The rights of access to, and correction of, information provided by the client.

## **10.0 Notices**

- 10.1 The Parties consent that any notice or any other document required to be served on, or given to, any person or entity under The Act, or under these Terms is sufficiently served if:
- (a) if the notice or document is delivered to that person or entity; or
  - (b) the notice or document is left at that person's or entity's usual or last known place of residence or business in New Zealand; or
  - (c) the notice or document is posted in a letter addressed to the person or entity to that person's or entity's place of residence or business in New Zealand.
  - (d) the notice or document is sent by email to or any other form of electronic communication.

## **11.0 Force Majeure**

- 11.1 IML shall not be liable for any delay or failure to perform any obligation in whole or in part under this agreement or any loss or damage (including indirect or consequential loss or damage) if such delay or failure is caused, directly or indirectly, by forces outside IML's control, including, but not limited to, strikes, acts of war or terrorism, civil or military disturbances, natural disasters, epidemics, riots, power failures, local or national government intervention.
- 11.2 Nothing in clause 11 shall excuse payment of any amount owing as it becomes due under the terms of trade.

## **12.0 Warranty and Liability**

- 12.1 The warranties, descriptions, representations, or conditions whether implied by law, trade, custom or otherwise are, and all other liability of IML and any Agent, whether in tort (including negligence), contract or otherwise, expressly excluded to the fullest extent permitted by law.
- 12.2 To the extent that IML and any Agent may be liable, notwithstanding anything contained in these terms and conditions, to the extent permitted by law the total liability of IML, whether in tort (including negligence), contract or otherwise, for any loss or damage arising directly or indirectly out of the Works or any other breach of the obligation of IML shall not exceed the value of the Materials and/or the Works provided.

## **13.0 Personal Property Securities Act 1999 ("PPSA")**

- 13.1 By agreeing to these terms and conditions the Client acknowledges and agrees that this agreement constitutes a security agreement for the purposes of the PPSA; and
- 13.2 You grant us a security interest in all the Materials that we have supplied to you and that will be supplied in the future. Our security interest covers the Materials together with proceeds of all kinds, to the value of all Materials that we have supplied to you whether those Materials have become accessions to other Materials or Goods of any kind or processed or intermingled into or mixed with other Materials or Goods. The Materials subject to the security interest will be described on our

invoices. Where Materials that we supply to you have become mixed with other similar Materials supplied by other persons, you grant us a security interest in the mixed Materials to the value of the Materials in the mixture that we have supplied to you, but which have not yet been paid for.

- 13.3 You agree to do all acts necessary and provide to us upon request all information we require to register a financing statement over the Materials and their proceeds of all kinds. You waive all rights to receive a copy of any verification statement or a financing statement.
- 13.4 You must advise us immediately in writing of any changes to information you have provided to us, and at least 12 business days before changing your name, your company name, or your trading name.
- 13.5 You agree that you will supply us, within 2 business days of our written request, with copies of all security interests registered over your personal property, and you authorise us or our agent to request information from any secured party relating to any security interest which is held in any personal property which is or has been in your possession or control.
- 13.6 You must reimburse us our reasonable costs, including legal costs on a solicitor client basis, associated with the discharge or amendment of any financing statement registered by us, whether the change was initiated by you.
- 13.7 If we repossess any Materials under this agreement, we may maintain those Materials or dispose of them without notice to you or any other person, and, after deducting reasonable costs of sale we will credit any surplus against any sums owing to us. We shall not be obliged to pay any person other than you or your receiver or liquidator any sum more than the total amount you owe us at the time we credit your account. We will not be obligated to reinstate or resupply any repossessed Materials to you.
- 13.8 In the event of repossession, the secured party or their agent may enter premises without notice where Materials are stored to effect repossession. IML or their agent shall not be liable for any costs or losses arising from the repossession.
- 13.9 You agree to receive none of the rights referred to in the following sections of the PPSA: 116,120(2),125-129,131 and further waive your rights to object under section 121.
- 13.10 IML and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 13.11 You authorise us or our agent to search the Personal Property Securities Register at any time for information about you or (if you are a company) your parent and associated companies.

#### **14.0 Security and Charge**

- 14.1 In consideration of IML agreeing to supply the Works and Materials, the Client 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 Client either now or in the future, and the Client grants a security interest in all of its present and after-acquired property, to secure the performance by the Client of its obligations under these terms and conditions. The Client agrees to sign a Memorandum containing the terms of the security interest at any such time when requested by IML. The terms of the charge and security interest are the terms of Memorandum [ ] registered pursuant to s.209 of the Land Transfer Act 2017.

14.2 The Client indemnifies IML from and against all of IML 's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising IML's rights under this clause.

14.3 The Client irrevocably appoints IML and each director of IML if more than one, and any Solicitor as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 14 including, but not limited to, signing any document on the Client's behalf.

### **15.0 Electronic Communications**

15.1 We may communicate with you electronically from time to time, including sending you Commercial Electronic Messages (as defined in the *Unsolicited Electronic Messages Act 2007*) and by agreeing to this Contract you consent to such communications.

15.2 Electronically transmitted information cannot be guaranteed to be secure or virus or error free and consequently such information could be intercepted, corrupted, lost, destroyed, arrive late or incomplete or otherwise be adversely affected or unsafe to use. We will not be liable to you in respect of any error, omission or loss of confidentiality arising from or in connection with the electronic communication of information to you. If you do not accept these risks, you should notify us in writing that you do not want us to communicate electronically with you.

### **16.0 Customer Warranties**

16.1 If you acquire any Goods or Services from us for re-supply, use or incorporation in, any Goods or Services ordinarily acquired for personal household or domestic use or consumption ("Consumer Products") you warrant that:

(a) if you supply the Consumer Goods or Services directly to an end user/consumer you will do so using terms and conditions of supply which exclude liability for any claims under the Consumer Guarantees Act 1993; and

(b) if your customer acquires any Goods or Services for re-supply, your customer and each person in the distribution will exclude liability in its contract for supply for any claims under the Consumer Guarantees Act 1993, but in each case only where the end user/consumer acquires the Goods or Services for business purposes.

16.2 You agree to indemnify us, our suppliers and the manufacturers of any goods against any failure by you, your customers or any person in your distribution chain to properly contract out of liability to business end users/consumers under the Consumer Guarantees Act 1993.

### **17 Consumer Guarantees Act 1993**

17.1 If the Client is acquiring Works or Materials for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of the Works and Materials by IML to the Client.



## **18.0 Indemnity**

- 18.1 Except where we have expressly accepted responsibility to you under these Terms subject to clauses 12.0 and 16.0, you will keep us protected against any legal action taken against us and pay any costs, losses, or expenses we incur in connection with your use of our services or any failure by you to comply with these Terms.

## **19.0 Suspension of Works**

- 19.1 Where IML carries out Construction Work as defined in S6 of The Act; the Client agrees that IML has the right to suspend work under the contract if any of the following circumstances apply:

- (a) a claimed amount in a payment claim is not paid in full by the due date for its payment, and no Payment schedule has been provided by the Customer who it is claimed is liable for the payment.
- (b) a scheduled amount is not paid in full by the due date for its payment even though a payment schedule given by the Customer indicates a scheduled amount that the Customer proposes to pay IML; or.
- (c) the payment is not paid by the due date for payment in accordance with clause 6.4.
- (d) the Customer has not complied with any agreement between the parties or the determination of a mediator, adjudicator, or arbitrator that the Customer must pay to IML an amount by a particular date; and
- (e) IML has served upon the Customer a notice under 24(2)(b), or 59(2)(b) of The Act, as the case may be; and
- (f) the amount mentioned in paragraph (a), (b), (c) is not paid, or the determination mentioned in paragraph (d) is not complied with, within 5 working days after the date of that notice.

- 19.2 If IML suspends work, it:

- (a) is not in breach of the Construction Contract; and
- (b) is not liable for any loss or damage suffered by the Customer, or by any person claiming through the Customer; and
- (c) is entitled to an extension of time to complete the Contract; and
- (d) IML keeps its rights under the Contract including the right to terminate the Contract; and may
- (e) at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.

- 19.3 If IML exercises the right conferred by 21.1 (i) – (vi), the exercise of that right does not—

- (a) affect any rights that would otherwise have been available to the Customer under the Contract and Commercial Law Act 2017; or
- (b) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of IML suspending work.

- 19.4 The right of IML to suspend work under a construction contract ceases when the Customer pays the amount in full or complies with the adjudicator's determination.

## **20.0 Dispute Resolution**

- 20.1 In the event of any dispute arising out of the contract the parties agree to:

- (a) act fairly, always in good faith, and always will attempt to resolve their differences.

(b) the party advancing the dispute must give notice to the other party in writing within 5 working days of the date the alleged breach took place by including, the full details of the dispute, the amount, if any relating to the dispute, and what is required to remedy the dispute.

20.2 The parties agree that if the dispute cannot be resolved between themselves within 10 working days after receiving such notice, a Mediator will be appointed, and:

(a) the party advancing the dispute will instruct a mediator who will have the necessary knowledge, skill, and previous experience in similar disputes to assist the parties to reach an agreement.

(b) if both parties reach an agreement at Mediation, they agree to fulfil and to be bound by the terms of the Mediation agreement.

(c) the party advancing the dispute agrees to pay all costs, including solicitor's costs associated with the Mediation regardless of whether an agreement is reached between the parties.

20.3 The parties agree that in the absence of an agreement or if there is a breach of any of the terms and conditions of the agreement, either party can immediately refer the matter to any Court or Tribunal for determination subject to clause 6.9 and 8.1 above.

## **21.0 Errors and Omissions**

21.1 The Client agrees that IML shall accept no liability for any alleged or actual mistakes, errors and omissions resulting from:

(a) any mistake made by IML in the formation, recording or administration of the contract; and or

(b) contained in or omitted from any written material (hard copy or electronic) supplied by IML in respect of the Work.

21.2 In the event that such a mistake, error or omission occurs in accordance with 21.1, the Client shall not be entitled to reject, make invalid or breach the terms of the Agreement.

## **22.0 Access**

22.1 The Client shall ensure that the work site is made available, and that IML has clear, unobstructed and free access to the site always to enable them to undertake the Works. IML shall not be liable for any loss or damage to the site whatsoever and however arising unless due to the negligence of IML.

## **23.0 Guarantee**

23.1 The customer agrees and acknowledges that IML may as a term of their trade, at any point, require the customer to nominate one or more Guarantor(s) to secure the indebtedness of the customer and require those Guarantor/s of the Customer to enter into a Deed of Guarantee, as prepared by IML.

23.2 The Guarantor/s of the Customer jointly and severally unconditionally guarantee to IML the due and punctual payment by the Customer of all outstanding monies and agree to keep IML fully indemnified against all damages, losses, costs and expenses arising from any failure of the Customer to pay the monies hereby guaranteed.

23.3 It is agreed between IML and the Customer that the Guarantee signed by the Guarantor/s can be relied upon between the parties.

23.4 The Guarantor/s have received a copy of the Terms of Trade.

## 24.0 General Terms

- 24.1 In the case of any conflict between these terms or any other document provided by IML, these terms shall prevail.
- 24.2 Where IML fails to enforce any term/s or fails in any way to exercise its rights under these terms, IML shall not be deemed to have waived those rights with respect to any breach or subsequent breach of any term/s.
- 24.3 If any of these terms are held to be invalid or unenforceable for whatever reason, the remaining terms shall remain in full force and effect between the parties.
- 24.4 These terms are governed by and shall be construed in accordance with the laws of New Zealand. The parties submit to the non-exclusive jurisdiction of the New Zealand courts in respect of all matters and things arising out of these terms.
- 24.5 At any time IML may assign or subcontract any of their rights, title, interest, and obligations under these Terms of Trade.
- 24.6 The Customer may not assign or subcontract any of their rights, title, interest, and obligations under these Terms of Trade without first obtaining the written approval of IML.

## 25.0 Counterpart execution and electronic signing

- 25.1 These terms of trade may be executed in any number of counterparts, all of which together shall constitute one and the same instrument, and either IML or the client to these terms of trade may execute their agreement by electronically signing any such counterpart.
- 25.2 By executing these terms of trade in any number of counterparts, IML and the client acknowledge an electronic signature is reliable for the purposes of determining their approval of an agreement to these terms of trade.
- 25.3 By executing these terms of trade in any number of counterparts, IML and the client consent to receiving each other's agreement to these terms of trade by electronic signature.

Dated this                      day of                      2021

Signed for by:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Occupation:

\_\_\_\_\_  
Occupation:

**Signed for and on behalf of**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Occupation:**

\_\_\_\_\_

**as guarantor:**

\_\_\_\_\_  
**Name:**

\_\_\_\_\_  
**Occupation:**

\_\_\_\_\_