

Terms and Conditions

1. GENERAL

The term 'Company' refers to Ecopoint Limited and all the companies fully or partly owned by Ecopoint Limited or trading as 'Ecopoint'. The term 'Client' refers to the person, firm, organization or entity with whom the 'Company' enters into a contract to sell to.

The contract arises from the 'Client's' acceptance of the 'Company's' proposal or quotation which contains the valid terms and conditions of the contract.

2. VALIDITY OF PROPOSAL OR QUOTATION

Unless specified otherwise in the proposal or proposal or quotation, validity of price offer is 15 calendar days from the date of offer.

3. ACCEPTANCE

The offer to the 'Client' may be withdrawn anytime before acceptance. Acceptance arises only upon the completion and return of the acceptance form to the 'Company' along with the requisite advance payment, unless the 'Company' agrees otherwise in writing.

4. PRICE

- (a) The proposal or quotation covers the supply only of the System and solutions as detailed in the proposal or proposal or quotation.
- (b) Unless otherwise expressly stated this proposal or quotation is based on current material and labour prices. Any increase in the prices after the date of proposal or quotation and before the date of delivery shall be to the 'Client's' account. The 'Company' shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the 'Client'.
- (c) The 'Company' reserves the right to charge for any variations to the original proposal or quotation accepted by the 'Client'.
- (d) The 'Company' will not be deemed responsible for any costs the 'Client' considers the 'Company' has caused directly or indirectly.

5. INSTALLATION

- (a) Installation price if quoted is only an indicative price for the purposes of providing an approximate estimate. Final price will be determined after the certified installer of the relevant product or service inspects the site of installation and determines the complexity of the work required.
- (b) Any additional general work e.g. plumbing, electrical, electronic etc required or requested is deemed to be outside the scope of the supply and installation indicative proposal or quotation as detailed above.
- (c) Any time given for supplying and fitting materials is approximate only and shall not be deemed to be the essence of the contract unless otherwise agreed by both parties in writing. In either case the 'Company' shall not be liable for any delays in installation resulting from causes beyond the 'Company's' control.
- (d) Satisfactory access to the building for vehicles is to be provided by the 'Client'. Additional expenses incurred if such access is not available will be to the 'Client's' account.
- (e) The 'Company' shall exercise reasonable care and skill in performing installation services but cannot otherwise accept responsibility should damage occur to the 'Client's' property, site, footpaths, etc.

6. PAYMENT

100% payment is required to be paid along with the confirmation of purchase order unless the 'Company' has agreed to prior arrangements in writing.

Payment options include EFTPOS, Cheque or Direct Bank Payment (as indicated in the price proposal or quotation)

7. ALL CONTRACTS

- (a) Any variations to the terms of payment must be agreed in writing at the date of acceptance of this proposal or quotation.
- (b) Special terms may be considered when finance payout restrictions apply.
- (c) Failure to pay any account by due date shall be a breach of these trading terms and the 'Company' may in respect of such default without prejudice to any other rights or remedies charge interest at the rate of 12.5% per month on any outstanding balance. If the 'Company' shall at any time deem the credit of the 'Client' to be unsatisfactory, it may require security for payment and may withhold delivery or fixing until sufficient security, including personal guarantees, is provided, or alternatively require pre-payment for further supplies.

- (d) The 'Client' shall in addition pay to the 'Company' any debt collection fees, legal fees and other expenses incurred in the enforcement of the provision of this agreement.
- (e) Title and ownership (both legal and equitable) in all goods and services supplied by the 'Company' to the 'Client' does not pass (and the 'Client' is a bailee only in respect of those goods) until payment in full is made for such goods and other goods supplied by the 'Company' to the 'Client'. Until property is passed the goods remain the property of the 'Company'.
- (f) Until payment is made in full for the Total indebtedness the 'Client' shall keep in store the goods as a fiduciary owner in such a way as to show that the goods are clearly the 'Company's' goods.
- (g) The 'Company' is permitted to enter onto the 'Client's' premises to identify and inspect the goods until such time as ownership passes to the buyer and to take possession and remove the same without being responsible for any damage thereby caused and the 'Company' may resell such products and apply the proceeds in or towards payment of the Total Indebtedness.
- (h) The 'Client' shall not sell, hire, part with possessions, or otherwise dispose of all or any part of the goods until either payment in full for the Total Indebtedness is made to the 'Company' by the 'Client' or the consent in writing of the 'Company' is obtained to such a sale, hiring or parting with possessions in which case the said sale, hiring or disposal shall be for and on behalf of the 'Company'.
- (i) Should the 'Client' shall become bankrupt or go into receivership and/or liquidation, then the balance of the purchase price hereunder shall immediately come due and payable and the 'Company' shall be entitled to retake possession of the goods forthwith.
- (k) Where the goods or services are required by the 'Client' for business purposes, the 'Client' agrees that the Consumers Guarantees Act 1993 does not apply.
- (l) Nothing in these Terms and Conditions is extended to have the effect of contracting out of the provisions of the Consumers Guarantee Act 1993 except to the extent permitted by that Act, and all provisions of these Terms and Conditions shall be read and modified to the extent necessary to give effect to that intent.

8. CARBON CREDITS

In purchasing or using the systems and solutions supplied by The 'Company', the purchaser agrees that CO2 emission reductions resulting from its use remain the property of the 'Company'.

9. PERSONAL PROPERTY SECURITIES ACT 1999

- (a) The 'Client' acknowledges that Clause 6 creates a security interest (as that term is defined in the Personal Property Securities Act 1999 ("PPSA")) in the goods. The 'Client' will at the 'Company's' request promptly execute any documents, provide all necessary information and do anything else required by the vendor to ensure that the security constitutes a Perfected Security Interest (as that term is defined in the PPSA). The 'Client' waives its right under the PPSA to receive a copy of any verification Statement (as that term is defined in the PPSA).
- (b) The 'Client' will pay to the 'Company', costs, expenses and other charges incurred, expended or payable by the 'Company' in relation to the filing of the Financing Statement or a Financing Change Statement in connection with these Terms and Conditions.

10. INFORMATION

The 'Client' acknowledges that it has authorized the 'Company' to:

- (i) Collect information about the 'Client' from any other person;
- (ii) Use any information it holds about the 'Client', and
- (iii) Disclose information about the 'Client' to any person in the course of this 'Company's' business, including credit assessment, debt collection and direct marketing activities.

11. DISPUTE RESOLUTIONS

All disputes and differences between the parties shall be submitted to mediation before a single mediator before a single mediator if one can be agreed upon failing agreement then such mediator as shall be nominated by the President for the time being of the Mediator's Institute of New Zealand Incorporated or similarly empowered body PROVIDED HOWEVER in the event of mediation failing to resolve the dispute in and differences in 30 days of submission to mediation, the parties shall within 10 days (or such further period as the parties or the representatives may agree) seek to agree on a process of resolving the whole or any part of the dispute through means other than litigation, such as further negotiations, conciliation or independent experts determination and the procedure for such process and all such process and all such communications are for the purpose only of settling the dispute and cannot be used for any other purpose and in the event of the 10 day period elapsing without agreement then either party may by notice in writing to the other terminate the dispute resolution process.

12. HEALTH AND SAFETY

In compliance with Occupational Health and Safety regulations, the 'Company' requests that each of the 'Client's' employee(s) or sub-contractor(s) is made aware of the health and safety requirements of the 'Client's' site/premises prior to commencing work on your behalf.

All 'Company' employees (sub-contractor) operate under the 'Company's' Health and Safety policy (available on request).

13. COMPLIANCE:

In instances where a Building Consent is required, it shall remain the 'Client's' responsibility to organize such consents. Should the 'Company's' proposal or quotation to the 'Client' be accepted, the 'Company' will facilitate the 'Client' in the process of providing the necessary documentation required for the consent application.