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TERMS AND CONDITIONS OF SALE

The following terms and conditions of sale will apply to the sale of all Goods (as that term is defined below) by Edgesmith Limited (Edgesmith) to the Customer. By placing any order for any Goods the Customer agrees to purchase the Goods on these terms. No variation of these terms is permitted unless Edgesmith has agreed in writing to such variation.

1. INTERPRETATION

"**Goods**" means all products or services (as may be sold from time to time) supplied by Edgesmith, including all goods referred to in any invoice issued by Edgesmith to the Customer at any time; "**GST**" means goods and services tax within the meaning of the Goods and Services Tax Act 1985; "**PPSA**" means the Personal Property Securities Act 1999 and "**Security Interest**" has the same meaning given to that term under the PPSA.

2. PRICE

- a. Goods will be invoiced at the price plus GST contained in Edgesmith's price list, current on the date of delivery unless otherwise agreed in writing by Edgesmith.
- b. Edgesmith may alter any prices on its sole discretion. Alterations to any price will be effective from the date specified at the time of giving notice to the Customer.

3. DELIVERY

- a. In addition to the sale price, the Customer must pay for the delivery of the goods.
- b. All claims for errors, short deliveries or transportation damage must be made within 48 hours of said delivery.
- c. Any times quoted for delivery are to be regarded as estimates only and whilst Edgesmith will make every reasonable endeavor to keep such times, no guarantee is given and Edgesmith will have no responsibility for any loss resulting from delay. Delays due to circumstances beyond Edgesmith's control shall not entitle the Customer to cancel any order or refuse delivery.
- d. The Customer shall ensure suitable site access for all deliveries. If the Goods cannot be delivered (as a result of insufficient or unsuitable access or otherwise) or if the Customer fails or refuses to take delivery of any of the Goods at any specified delivery time, Edgesmith may charge the Customer for any additional costs incurred.
- e. Edgesmith will not be liable for any loss, damage or delay caused by unscheduled delays, provided that all reasonable steps are taken to comply with the Customer's preferred timetable for delivery. Any stated time for delivery is an estimate only. Late delivery or failure to deliver any Goods does not entitle the Customer to cancel any order or part order.

4. WARRANTIES & DEFECTS

- a. It is the responsibility of The Customer to satisfy itself as to the condition, quality and suitability of goods and no representation or warranty in relation to the goods is given by Edgesmith. All claims for defective goods must be made within two weeks of receipt of the goods, in writing to Edgesmith prior to return of the goods.
- b. Edgesmith shall have no liability in respect of any defect arising from misuse, neglect, failure to follow instructions, unauthorised modification, abnormal working conditions or fair wear and tear. Edgesmith shall have the sole right to decide whether goods are capable of repair and Edgesmith's liability (if any) in respect to the goods shall be limited to repair or replacement of the goods or supply of equivalent goods or the payment of the cost of replacing the goods.
- c. Where Edgesmith manufactures or modifies product to the Customer's specification, all data is supplied by the Customer and all subsequent works are carried out in good faith. It is solely the responsibility of The Customer to ensure the validity of its data prior to commencement.
- d. Where Edgesmith provides casual advice in conjunction with the sale of goods then Edgesmith shall have no liability whatsoever in relation to any such advice given and the Customer shall rely solely on its own judgement.
- e. No guarantee, representation or statement shall be binding on Edgesmith unless made expressly in writing by a Director of Edgesmith. Except as expressly set forth in these terms of trade, all warranties and conditions, whether implied by law or otherwise, are excluded.
- f. Edgesmith shall not be liable to the Customer for any indirect or consequential loss or damage, even if such loss was reasonably foreseeable or Edgesmith had been advised of the possibility of the Customer incurring the same.
- g. If it shall be held that Edgesmith has any liability to the Customer then, except as expressly set forth in these terms of trade, the liability of Edgesmith shall not exceed the lesser of either the value of those goods or the contract price.
- h. Edgesmith shall have no liability arising from any typographical or other error or omission in sales literature, quotation, invoice, or other information issued by it.
- i. Unless otherwise expressly agreed in writing, it is not a condition of these Terms of Trade that the Goods will correspond precisely with stated dimensions and specifications and reasonable tolerances shall be allowed in variation from the original specification.

5. RETURNS & CANCELLATIONS

- a. Acceptance of the return of any goods supplied by Edgesmith shall be at the sole discretion of a Director of Edgesmith and a restocking fee of 10% shall be chargeable on all goods returns and Edgesmith reserves its sole discretionary rights in this regard.
- b. Where custom manufacturing is sanctioned by the Customer and the order subsequently amended or cancelled by the customer, the labour and material costs accrued by Edgesmith prior to cancellation will be invoiced to the Customer at the previously agreed rate.
- c. Custom manufactured and powder coated items shall be non-returnable and non-refundable.

6. RETENTION OF TITLE

- a. Title to the Goods will not pass to the Customer unless and until all amounts owed in respect of the Goods have been paid in full.
- b. The Customer will insure the Goods against all usual risks for the full insurable value and treat the Goods with all proper care and bears the risk of any loss or damage to the Goods after delivery, until ownership of the Goods passes to the Customer in accordance with clause 6.a.

7. PAYMENT

- a. Unless otherwise agreed, the Customer will pay in full for the Goods plus GST in cash on or before delivery.
- b. Any deposit required by Edgesmith will be paid immediately upon the acceptance of an estimate or quotation and unless otherwise specified on the deposit terms, is non-refundable.
- c. Where Edgesmith agrees in writing to grant credit terms to the Customer, the invoiced price of the Goods plus GST is to be paid by the Customer in full on the 20th of the month following the date of invoice for the Goods, unless otherwise expressly agreed in writing by a Director of Edgesmith.
- d. Edgesmith may at any time and at its sole discretion, alter the amount of credit provided to the Customer.
- e. The Customer acknowledges that if payment is not made on the due date:
 - i. the Customer will pay default interest to Edgesmith at the rate of 1% per month above the rate charged by Edgesmith's bank for commercial overdraft facilities, on all money owing by the Customer to Edgesmith from the due date for payment until the date payment is received by Edgesmith; and
 - ii. Edgesmith is entitled to recover from the Customer any discount given on the defaulted purchase together with all legal and other associated costs (including without limitation any collection costs) incurred by Edgesmith in connection with the enforcement (or attempted enforcement) of these terms.
- f. If reasonably required by Edgesmith as part of any credit application, the Customer will procure any spouse, director, shareholder, trustee, partner or guarantor of the Customer to consent to a credit check being performed on that person in respect of such credit application and that the Customer will procure such person to sign any necessary consent form reasonably required by Edgesmith for such purpose.
- g. The Customer will make all payments due to Edgesmith in full without deduction or set off.
- h. When paying by credit card these payments will incur a bank processing fee of 2.45%.

8. DEFAULT

- a. If The Customer fails to pay any amount owing to Edgesmith by the due date, or fails to comply with any other obligation owed to Edgesmith, then without prejudice to any of its other rights, Edgesmith may:
 - i. Cancel any contract and/or suspend any further deliveries of goods to the Customer
 - ii. Charge penalty interest as set out in clause 7.e above.
 - iii. Enter the Customer's premises or any other premises that the Customer is authorised to enter and retake possession of goods without any liability to the Customer.
 - iv. Charge for the labour and material costs accrued by ASPL in any sanctioned custom manufacturing that is in process at the time of default.
- b. The Customer will upon demand by Edgesmith, pay to Edgesmith all costs, charges and expenses incurred in collecting any amount owed by the Customer and in connection with the exercise, enforcement or preservation of any of Edgesmith's rights, powers or interests.

9. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

The Customer agrees that:

- a. These terms create a Security Interest in all present and after-acquired Goods as security for all the Customer's obligations to Edgesmith.
- b. It will do all things and execute or arrange for execution of all documents reasonably required by Edgesmith to ensure that Edgesmith has a perfected first ranking Security Interests in the Goods.
- c. It waives its right to receive a copy of any verification statements under PPSA.
- d. As between it and Edgesmith it will have no rights under sections 114(1a), 116, 117(1c), 119, 120(2), 121, 125, 127, 129, 131, 132, 133, and 134 of the PPSA.
- e. Where Edgesmith has rights in addition to those in Part 9 of the PPSA, those rights shall continue to apply and will not be limited by section 109 of the PPSA.
- f. It will indemnify Edgesmith for any cost it incurs in registering, maintaining and/or enforcing the Security Interest created by these terms;
- g. It will immediately notify Edgesmith of any change in the Customer's name.

10. CONSUMER GUARANTEES ACT 1993 (CGA)

- a. If the Customer is not a consumer as defined in the CGA or the Customer acquires or holds itself out as acquiring Goods for the purposes of a business, nothing in the CGA will apply to the supply of the Goods.

- b. In the case of any Customer (to which clause 10.a does not apply), the provisions of the Contract will only apply to the extent that such provisions do not limit or exclude any provisions of the CGA and will take effect subject to the provisions of the CGA

11. MISCELLANEOUS

- a. If at any time Edgesmith does not enforce any of these terms or grants the Customer time or other indulgence, Edgesmith will not be construed as having waived that term or condition or its rights to later enforce that or any other term or condition.
- b. If any of these terms or any part of them, are held or found to be void, invalid, unenforceable or otherwise ineffective by operation of law, they shall (to the extent necessary) be deemed to be severed from these terms but the remainder shall remain in full force and effect.
- c. The right of Edgesmith to sub-contract the whole or any part of any order for Goods is hereby reserved.
- d. Edgesmith and the Customer acknowledge that these terms express the entire understanding and agreement between them and if there is any inconsistency between these terms and any order that may be lodged by the Customer or any other agreement, then these terms will prevail.
- e. Edgesmith reserves the right to: suspend the supply of any order in whole or in part or to discontinue the supply of Goods and services to the Customer without incurring any liability whatsoever and without being obliged to give any reason for its action.
- f. Edgesmith reserves the right to alter these terms by written notice to the Customer and such revised terms will apply to subsequently supplied Goods.

12. PRIVACY ACT

The Customer acknowledges and agrees that:

- a. Edgesmith is authorised to collect from the Customer and from any third party (including without limitation, from any credit reporters or credit providers) any personal information about or in relation to the Customer for the purposes of operating the Customer's account with Edgesmith (including whether to offer credit terms to the Customer) and the supply of Goods to the Customer or for any other purpose reasonably connected with the above purposes;
- b. Edgesmith is entitled to disclose that any information collected by Edgesmith to any third parties (including without limitation to any credit reporters or credit providers or related companies or related entities of Edgesmith) in connection with the purposes set out in clause 12.a or for debt collection purposes;
- c. Edgesmith may produce these terms and conditions as authority to any such person as evidence of the Customer's consent.
- d. If the Customer fails to provide any personal information required by Edgesmith, or if any information provided by the Customer is false or misleading, Edgesmith may refuse to supply any Goods to the Customer and may cancel without penalty to Edgesmith any orders previously accepted.
- e. It is aware of its rights to seek access to and the correction of any information held by Edgesmith in relation to the Customer.

13. GOVERNING LAW

The contract shall be governed by the laws and statutes of The Realm of New Zealand and The Parties submit to the exclusive jurisdiction of The Courts of The Realm of New Zealand.