

TASKPOWER NZ LIMITED CONDITIONS OF CONTRACT

PLEASE READ CAREFULLY

Payment or part payment for Goods and/or the receipt of Goods and Services shall constitute acceptance by the Customer of these Conditions of Contract

Clause 1: Parties & Definitions

- 1.1 "Agreement" refers to these Conditions of Contract together with a Sales Invoice and any written quote (if applicable) relating to Goods & Services provided by Taskpower to the Customer.
- 1.2 "Customer" for the purposes of this Agreement means any person or entity who purchases Goods and/or Services from Taskpower, or any person or entity acting on behalf or with the permission or authority of that person or entity.
- 1.3 "Delivery" means:
 - a. the time the Customer or their nominated carrier takes possession of the Goods at Taskpower's address; or
 - b. Taskpower or Taskpower's nominated carrier delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
- 1.4 "Goods" means all goods and services supplied by Taskpower to the Customer at the Customer's request from time to time (where the context so permits the terms "Goods" and "Services" are interchangeable for the other).
- 1.5 "Guarantor" refers to any person or entity who agrees to be held liable for debts incurred by the Customer in the course of business between the Customer and Taskpower on a principal debtor basis.
- 1.6 "Indent Order" means an order placed with Taskpower by the Customer whereby Taskpower specifically purchases Goods or Services from a third party because such Goods or Services are not usually stocked or provided by Taskpower.
- 1.7 "Taskpower" shall mean Taskpower NZ Limited and any person or entity acting on behalf or with the permission or authority of Taskpower.
- 1.8 "Parties" for the purposes of this Agreement shall mean Taskpower and the Customer when referred to together.
- 1.9 "Price" shall mean the price paid or payable by the Customer for Goods in accordance with clause 4 of this Agreement. The price excludes the cost of Delivery unless agreed otherwise in writing.

Clause 2: Description of Goods

- 2.1 Goods shall be described on the Sales Invoice issued to the Customer.

Clause 3: Price & Payment

- 3.1 The Price for shall be:
- a. The price displayed in writing on the Goods; or
 - b. The Price quoted in writing by Taskpower to the Customer. The quoted price shall not alter provided that the Customer accepts the quote in writing within thirty (30) days of the quotation date or such other time specified on the quote or Sales Invoice.
- 3.2 Taskpower may, at its sole discretion, adjust any price quoted from time to time (before or after the quote is accepted) to account for:
- a. variations in the cost of freight, transport, insurance, customs duties, taxes, tariff classifications, variations in currency exchange rates;
 - b. a variation to the Goods ordered is requested;
 - c. a variation to the services scheduled is requested or additional services are required due to the discovery of hidden or unidentifiable difficulties (including limitations to accessing the site) which are only discoverable at the commencement of the services; or
 - d. any other reason.

Clause 4: Payment Terms

- 4.1 In general, Goods must be paid for in full at the time the Customer places an order, at which point Taskpower will issue a Sales Invoice together with these Conditions of Contract.
- 4.2 Where Goods are not paid for in full on the placement of an order (including Indent Orders), the Customer will pay a non-refundable deposit, unless otherwise agreed to in writing by Taskpower at its sole discretion. The Sales Invoice will show the deposit paid, the balance owing and the due date for payment of the balance.
- 4.3 In general, where a deposit is paid, the balance funds are due prior to Delivery of the Goods or the provision of Services. In regard to Indent Orders, the balance funds are due at the earlier of the time the Goods arrive at Taskpower'S premises, prior to dispatch of the Goods from a Nelson shipping depot, or prior to Delivery of the Goods to the Customer.
- 4.4 Taskpower may offer credit to approved Customers and may impose or alter any credit limit or credit arrangement provided to the Customer at any time without notice.
- 4.5 Where credit is provided or Goods are otherwise Delivered prior to payment in full, the balance owing is payable by the Customer after Delivery of the Goods but no later than the 20th day of the month after the date on the Sales Invoice or by instalments at Taskpower's sole discretion and in accordance with its payment schedule.

- 4.6 Payment shall be made in cash or by direct debit to Taskpower's bank account as stated on the Sales Invoice, and shall be treated as paid once received by Taskpower in cleared funds, unless otherwise agreed in writing by Taskpower at its sole discretion.
- 4.7 If the Customer pays funds to the wrong bank account number for any reason whatsoever, including fraud, the amount owing by the Customer to Taskpower will remain outstanding and due.
- 4.8 The purchase Price shall be exclusive of GST and any other applicable taxes and duties unless expressly included and recorded as such on the sales invoice. Such taxes are additional to the purchase Price and payable by the Customer to Taskpower on request.

Clause 5: Acceptance of Agreement (including Conditions of Contract)

- 5.1 **Acceptance of these Conditions of Contract** shall be evidenced by either one of the following (whichever occurs first):
 - a. Payment or part payment for Goods; and/or
 - b. receipt by the Customer of Goods or Services from Taskpower.
- 5.2 Should more than one Customer enter into this Agreement they will be jointly and severally liable, including but not limited to liability for payment in full for Goods.
- 5.3 In the event the Customer changes the structure of its business after placing an order but not making full payment (including a change in directors or shareholdings, the business or company name, premises, postal address, registered office or sale of the business) the Customer must give at least fourteen days written notice of the proposed change to Taskpower. The Customer shall be liable for any loss suffered by Taskpower due to non-compliance with this provision.
- 5.4 This Agreement can only be amended in writing with such amendments to be agreed to and signed by the Parties.
- 5.5 Taskpower may update these Terms of Contract from time to time and the applicable Conditions of Contract will be those received by the Customer.

Clause 6: Trade-Ins

- 6.1 In the event that Taskpower accepts a trade-in either as part payment for Goods or outright payment for Goods, the Customer acknowledges and warrants that they own the said trade-in property and that it is not subject to any security, charge, lien or hire purchase agreement.

Clause 7: Retention of Title, Repossession & Sale

Title

- 7.1 Notwithstanding the delivery of Goods or their installation, title in Goods shall remain with Taskpower (regardless of whether the Goods are on-sold by the Customer or are no

longer in the Customer's possession) until the Goods are paid for in full, including the payment of any GST and other taxes, levies and duties applicable thereto.

- 7.2 If any payment made or purported to be made by or on behalf of the Customer is later avoided for any reason whatsoever then title in the Goods shall be deemed to have remained with Taskpower and the Customer shall remain indebted to Taskpower for the full Price of the Goods, and in such case the Parties will be treated as being restored to their respective positions (with their rights and obligations) as if payment had not been made.

Bailment

- 7.3 The Customer acknowledges that they are in possession of Goods solely as Bailee until such time as payment of all monies owing in respect of Goods in accordance with this Agreement has been made to Taskpower.
- 7.4 Until such time as Goods have been paid for in full, the Customer:
- a. is not entitled to sell the Goods except in the ordinary course of business;
 - b. must not encumber or otherwise charge the Goods; and
 - c. shall be fully responsible for any loss or damage to the Goods whatsoever and howsoever caused following Delivery or installation of the Goods.

Repossession & Sale

- 7.5 The Customer hereby irrevocably grants Taskpower the right at its sole discretion (in the circumstances referred to at clause 7.6 below) to remove or repossess Goods and to sell or dispose of those Goods and apply the proceeds of sale towards any debt owing by the Customer to Taskpower and in and towards the cost of enforcing its rights hereunder. In exercising its rights of repossession and sale, Taskpower shall not be liable to the Customer or any person claiming through or on behalf of the Customer.
- 7.6 The circumstances referred to at clause 7.5 are:
- a. Where any Goods have not been paid for in full in accordance with this Agreement including where payment has been avoided; or
 - b. Where the Customer becomes bankrupt, subject to any form of administration or liquidation, makes or attempts to enter into any arrangement with its creditors in respect of Goods, ceases to carry on business or breaches any fundamental provision of this Agreement.
- 7.7 Taskpower's rights of repossession and sale are without prejudice to any other lawful remedies available to Taskpower and (subject to the dispute resolution provisions contained herein) Taskpower may commence proceedings to enforce its rights including for the purpose of recovering any funds owing to Taskpower by the Customer.

Clause 8. Insurance

- 8.1 Taskpower shall maintain insurance for the full replacement value of Goods up until the time Delivery has occurred.

- 8.2 The Customer shall maintain adequate insurance cover for the Goods from the time of Delivery until such time as full payment for the Goods has been made to and received by Taskpower.

Clause 9. Risk

- 9.1 All risk in relation to Goods passes to the Customer on Delivery, even where Taskpower retains ownership of the Goods. Where the Customer requests Taskpower to deliver Goods to an unattended location then such Goods shall be left at the Customer's sole risk.
- 9.2 If any Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Taskpower is entitled to receive full payment for the Goods from the Customer and/or all insurance proceeds payable in respect of the Goods.
- 9.3 The production of the Agreement by Taskpower shall be sufficient evidence of Taskpower's rights to receive full payment and/or insurance proceeds without the need for any person dealing with Taskpower to make further enquiries.
- 9.4 All descriptive information (including specifications, illustrations, dimensions and weights) contained in Taskpower's or the manufacturer's advertising materials including fact sheets and brochures, are approximate only. The Customer shall not be entitled to rely on such information, and Taskpower's use of such information does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by Taskpower.
- 9.5 The Customer acknowledges and accepts that Goods supplied may exhibit variations in shade, colour, texture, surface and finish and may be subject to colour fade or change colour over time and Taskpower shall **NOT BE LIABLE** for such variations.

Clause 10. Damaged / Defective Goods

- 10.1 The Customer is responsible for inspecting Goods and notifying Taskpower within ten days of Delivery of the Goods or performance of the Services (time being of the essence) of any alleged defect or damage.
- 10.2 Where Taskpower is notified of any damage or defect in accordance with clause 10.1, Taskpower will be given an opportunity to inspect the Goods within seven working days of such notification.
- 10.3 If the Customer fails to comply with clauses 10.1 and 10.2 then the Goods will be presumed to be free from damage and defects.
- 10.4 If, on inspection, Taskpower finds that the Goods are damaged or defective, then the warranty provisions set out in clause 11 apply.
- 10.5 Where Goods are damaged or defective but this is not reasonably discoverable on inspection as set out in clause 10.1, but discovered at a later date, the applicable warranty provisions are those contained in Taskpower's warranty policies on its website. These policies differ depending on whether the Goods are manufactured by Taskpower (or are Taskpower products) as compared to Goods that are not manufactured by Taskpower or Taskpower

products. The Customer must notify Taskpower in writing of any alleged damage or defect within the applicable warranty period and as soon as reasonably possible after the alleged damage or defect is discovered.

- 10.6 The Customer must immediately stop using the Goods and take all necessary health & safety precautions at the time any damage or defects are discovered.

Clause 11. Warranties

- 11.1 Taskpower supplies Goods based on its understanding of the Customer's requirements and the Customer acknowledges and accepts that:
- a. the Customer must make their own enquiries to satisfy themselves that the Goods are those that the Buyer requires for its particular purpose; and
 - b. Taskpower is not responsible or liable whatsoever in respect of any loss or failure or matter arising out of the Goods not meeting or matching the Customer's requirements or specifications.

Goods Manufactured by Taskpower & Taskpower Products

- 11.2 For Goods **manufactured** by Taskpower and Taskpower products:
- a. Taskpower may repair or replace those Goods at its sole discretion in respect of damage or defects arising under normal and proper use or from faulty materials or workmanship provided that written notice is received by Taskpower in accordance with clause 10 of this Agreement.
 - b. No claim shall be accepted under sub-clause 11.2(a) if any attempt to repair the Goods has been made by the Customer or any other person or entity not authorised to do, or if the Goods have been modified or incorrectly stored, maintained or used, or if the Goods have been used after Taskpower is notified of the damage or defect.
 - c. If Taskpower agrees to repair or replace Goods then any work undertaken in respect of those Goods will be as reasonably specified by Taskpower, and the Customer will be responsible at its cost and risk for the transport or shipment of the Goods to a location specified by Taskpower. The Customer is liable for all transport, freight and call out costs relating to the repair or replacement of Goods.
- 11.3 Taskpower's warranty policies for Goods referred to in clause 11.2 are detailed on Taskpower's website and differ depending on the particular Goods in question.
- 11.4 Taskpower will perform Services in accordance with generally recognised commercial practices and standards. Taskpower will re-perform any Services that fail to meet this warranty, provided that written notification is received from the Customer in accordance with clause 10 of this Agreement.

Goods not Manufactured by Taskpower

- 11.5 The Customer acknowledges that some Goods supplied by Taskpower are manufactured by or sourced from a party or parties other than Taskpower, and that Taskpower may have

obtained information or data about the Goods from other parties reference to manuals, information available on websites or otherwise.

- 11.6 No warranty is given by Taskpower in respect of any Goods including components of Goods that are not manufactured by Taskpower and which are found to be damaged or defective.
- 11.7 The warranty in respect of Goods or components of Goods described in clause 11.5 and 11.6 will be the manufacturers' warranties (if any) and Taskpower (to the extent that it is able to do so) will make such warranties available to the Customer where written notice is received by Taskpower in accordance with clause 10 of this Agreement.
- 11.8 All warranties, including manufacturer's warranties, will cease upon the re-sale of the Goods by the Customer and are not transferable.

Clause 12. Returns (Non-Damaged / Non-Defective Goods)

- 12.1 Taskpower may at its sole discretion allow the return of Goods (with the exception of Indent Order Goods) on the following basis:
 - a. the Goods are returned to Taskpower at its nominated address in the same condition they were delivered to the Customer in and with all packaging, brochures and instruction material;
 - b. the Goods are returned to Taskpower at the Customer's cost within fourteen days of Delivery; and
 - c. the return of the Goods is at the Customer's risk.
- 12.2 These returns provision apply where for any reason the Customer is not happy with the Goods, including where the Goods do not match the quote provided or are allegedly not fit for purpose. Indent Order Goods cannot be returned under any circumstances.
- 12.3 Where Goods are returned, Taskpower will inspect the Goods and decide whether to accept the return of the Goods.
- 12.4 If the Goods are in their original condition and meet the requirements of clause 12 then Taskpower will refund the Customer the purchase price less a 10% restocking fee.
- 12.5 For Goods that are not in their original condition with packaging, Taskpower may, at its sole discretion, accept the return, and the Customer may be refunded the purchase price less a fee of greater than 10% to cover costs such as cleaning, repairs and re-packaging.
- 12.6 Any fees and costs incurred by Taskpower relating to receipt of the purchase price, including credit card fees and any other transaction costs will be deducted from any refunded amount.
- 12.7 Where Taskpower does not accept Goods under this clause, the return of the Goods to the Customer shall be at the Customer's cost and risk.

Clause 13. EXCLUSION OF LIABILITY

- 13.1 Except as expressly set out in these Conditions of Contract, **ALL WARRANTIES, UNDERTAKINGS, INDUCEMENTS OR REPRESENTATIONS, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE ARE EXCLUDED TO THE EXTENT PERMISSIBLE BY LAW.**
- 13.2 Taskpower is **NOT LIABLE** to the Customer and the Customer acknowledges and agrees in respect of the Consumer Guarantees Act 1993 (CGA) that:
- a. the CGA does not apply where Goods or Services are acquired by the Customer for business purposes; and
 - b. the Customer acknowledges that Taskpower does not provide any express guarantees as defined in the CGA or make any warranties as to fitness for a particular purpose, other than those confirmed by Taskpower in writing.
- 13.3 Taskpower is **NOT LIABLE** to the Customer and the Customer acknowledges and agrees in respect of the Fair Trading Act 1989 (FTA) that:
- a. the FTA does not apply where the Customer is acquiring the Goods or Services for business purposes; and
 - b. the Customer has not relied on any representations or other conduct of Taskpower, whether during negotiations prior to the Agreement being entered into, or at any subsequent time, and that Goods and Services are bought relying solely upon the Customer's own skill and judgement.
- 13.4 Taskpower **SHALL NOT BE LIABLE** to the Customer or any person claiming through the Customer for:
- a. any loss of profits;
 - b. any indirect or consequential loss of whatever kind or nature; or
 - c. any loss or damage or injury of whatever kind or nature.
- 13.5 If Taskpower shall be found liable to the Customer or any person claiming through the Customer (whether under the Agreement or otherwise) for any costs, loss, damage or injury then the remedies of the Customer shall be **LIMITED TO DAMAGES WHICH UNDER NO CIRCUMSTANCES SHALL IN AGGREGATE EXCEED THE MONIES PAID FOR THE RELEVANT GOODS** (including the value of any trade in) which are the subject of a claim.
- 13.6 If Taskpower shall be found liable to the Customer such liability shall be reduced proportionately to the extent that any act or omission of the Customer (whether amounting to a breach of the Agreement or not) has contributed towards any such loss or damage incurred.
- 13.7 The Customer shall not be entitled to set off against or deduct from any amounts owed to Taskpower or purported to be owed to Taskpower any amount owed to or claimed by the Customer.
- 13.8 The Customer will be liable for, and indemnifies and will keep indemnified Taskpower for:
- a. all costs (including solicitor/client costs) incurred by Taskpower in enforcing, or attempting to enforce, its rights under these Conditions of Contract;

- b. any losses suffered, and costs incurred by Taskpower (whether directly or indirectly) as a result of any act or omission of the Customer in connection with these Conditions of Contract.,
- 13.9 Any costs incurred or losses suffered by Taskpower will be payable by the Customer on demand.

Clause 14. Personal Property Securities Act 1999 (“PPSA”) NZ

- 14.1 The Customer acknowledges that:
- a. These Conditions of Contract constitute a security agreement in respect of Goods supplied by Taskpower (including past and future supplies) to the Customer for the purposes of the PPSA; and
 - b. A security interest is taken in such Goods as security for payment by the Customer of all amounts due to Taskpower for Goods, including any future amounts owing.
- 14.2 The Customer undertakes to:
- a. promptly execute and deliver to Taskpower any documents and provide any information (such information to be complete, accurate and up-to-date in all respects) which Taskpower may deem appropriate to perfect its security interest, obtain priority for its interest, or to register (and renew registration of) a financing statement for a security interest in favour of Taskpower;
 - b. indemnify and reimburse Taskpower on demand for all expenses incurred by Taskpower in registering a financing statement or otherwise perfecting or renewing its security interest or in releasing any Goods charged pursuant to such interest;
 - c. not register a financing change statement or a change demand without the prior written consent of Taskpower: and
 - d. immediately advise Taskpower 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.
- 14.3 To the extent that Part 9 of the PPSA applies, the Customer agrees that the provisions of sections 114(a), 120, 122, 133 and 134 of the PPSA, which are for the Customer’s benefit or place any obligations on Taskpower in the Customer’s favour, shall not apply.
- 14.4 To the extent that Part 9 of the PPSA applies, without limiting anything in the previous clause, the Customer hereby waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA and (unless otherwise agreed to in writing by Taskpower) its right to receive a verification statement in accordance with section 148 of the PPSA in respect of any financing statement or financing change statement registered by Taskpower.
- 14.5 The Customer shall unconditionally ratify any actions taken by Taskpower under sub-clauses 13.1 to 13.4 inclusive.

15. Default and Consequences of Non-Payment

- 15.1 If the Customer defaults in payment of any invoice when due (including under any payment plan) then the Customer shall pay all costs and disbursements incurred by Taskpower in pursuing the debt including Taskpower's legal costs on a solicitor and client basis and collection agency costs.
- 15.2 Interest on overdue or unpaid amounts shall accrue from the date when payment becomes due to the date that payment is received in full at a rate of 2.5% per annum and calculated on a daily basis and interest shall compound monthly.
- 15.3 Taskpower at its discretion may suspend or terminate the supply of Goods and Services should the Customer be in breach of its obligations (including those relating to payment). Taskpower will not be liable for any loss or damage to the Customer in exercising its rights hereunder.
- 15.4 In addition to the default interest charged under sub-clause 15.2, if any account remains overdue for more than thirty (30) days then an administration fee of 10.00% of the amount overdue shall be charged and become immediately due and payable.
- 15.5 Without prejudice to its rights hereunder, Taskpower shall be entitled to cancel all or any part of any supply agreement with the customer which remains unfilled and all amounts owing to Taskpower shall, whether or not due for payment, become immediately payable in the event that:
- a. any amount payable to Taskpower becomes overdue; or
 - b. the Customer becomes insolvent or enters into an arrangement with creditors that could defeat Taskpower's rights; or
 - c. a receiver, liquidator, manager (provisional or otherwise) or similar person is appointed in respect of the Customer or the Customer's assets.

Clause 16. Right of Cancellation

- 16.1 Taskpower may cancel this Agreement including the Delivery of Goods or the performance of Services by giving written notice to the Customer. On giving such notice and where the Customer is not in breach of any of its obligations under any Agreement between the Parties, Taskpower shall refund the Customer all amounts paid by the Customer in respect of those Goods or Services. Taskpower shall not be liable to the Customer for any damages or losses arising from such cancellation.
- 16.2 Should the Customer cancel any Agreement with Taskpower the Customer shall be liable for any loss incurred by Taskpower (included but not limited to loss of profits and enforcement costs) in relation to the cancellation.

Clause 17: Privacy Act 2020

- 17.1 All emails, documents, images or other recorded information held or used by Taskpower is "Personal Information" as defined in the Privacy Act 2020 ("the Act") and is therefore

considered confidential. Taskpower acknowledges its obligations in relations to handling, using and disclosing and processing Personal Information pursuant to the Act.

- 17.2 Notwithstanding clause 17.1, the Customer authorises Taskpower to:
- a. collect, use and retain any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and
 - b. disclose information about the Customer, whether collected by Taskpower from the Customer directly or obtained by Taskpower from any other party, to any credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the customer.
- 17.3 Where the Customer is an individual the authorities under the clause 17.2 are authorities or consents for the purposes of the Act.
- 17.4 The Customer shall have the right to request copy of their personal information held by Taskpower and to request that Taskpower correct any incorrect personal information. Taskpower may impose a reasonable fee for providing such information.

Clause 18: Force Majeure

- 18.1 Taskpower will not be liable for any delay or non-performance of its obligations hereunder arising from any cause beyond its reasonable control including but not limited to acts of God, floods, storms, earthquakes, hurricanes, natural disasters, fires, explosions, warfare or other hostility, an act or threat of terrorism, invasion or infestation, embargo, strike, riot, interruption to transportation, epidemic or pandemic, government laws or regulations or restrictions, or any hazardous situation.
- 18.2 If the provision of Goods or Services are delayed under this clause then Taskpower will advise the Customer as soon as reasonably possible and Taskpower will resume performance of its obligations as soon as reasonably possible.
- 18.3 For the avoidance of doubt, the Parties agree that the Agreement will not be frustrated where a force majeure event prevents the Agreement from being performed as planned. In this respect, section 67 of the Contract and Commercial Law Act 2017 (or an equivalent provision in any substituted legislation) applies.

19. Dispute Resolution

- 19.1 The Parties agree to use their best efforts to resolve any dispute which arises through good faith negotiations. Either party may raise a dispute by written notice to the other party. Such notice will detail the nature of the dispute or allegation and the proposed remedy (if any).
- 19.2 Within three (3) working days of receipt of a dispute notice, the Parties shall meet (or otherwise communicate if a physical meeting is not practicable) and attempt to resolve the dispute through good faith negotiations on a 'without prejudice' basis.

- 19.3 Neither party will commence mediation in relation to the dispute unless seven (7) working days have passed since they met (or otherwise communicated) and endeavoured in good faith to resolve the dispute on mutually acceptable terms.
- 19.4 If the dispute cannot be resolved by negotiation then the dispute shall be referred to mediation with the mediator being appointed jointly by the Parties, or if the Parties are unable to agree on a mediator, as agreed upon by the solicitors for the Parties or failing such agreement by the President for the time being of the Nelson branch of the New Zealand Law Society.
- 19.5 If the dispute cannot be resolved by mediation then the Parties agree that the dispute shall be referred to a single arbitrator as agreed upon by the solicitors for the Parties or failing such agreement by the President for the time being of the Nelson branch of the New Zealand Law Society. The provisions of the Arbitration Act 1908 or any statutory modification thereof for the time being in force shall apply.

Clause 20. Health and Safety

- 20.1 The Customer acknowledges that Taskpower has obligations and duties under the Health & Safety at Work Act 2015 (HSWA) and that:
- a. where the Customer has written rules and procedures relating to health and safety, the Customer shall notify Taskpower of those rules and procedures, and shall follow such rules and procedures to ensure the safety of Taskpower when attending the delivery site or carrying out Services for the Customer;
 - b. the Customer shall identify in co-operation with Taskpower all possible hazards for Taskpower and its staff and agents on or in the vicinity of the delivery site or the location where Services are to be performed;
 - c. the Customer shall in co-operation with Taskpower take all practicable steps to eliminate, isolate or minimise such hazards to ensure that when working in the vicinity of the delivery site or carrying out Services, Taskpower, its staff and agents are not harmed by any such hazards;
 - d. the Customer will do all things reasonably necessary as the occupier of the delivery site or premises to comply with the requirements of the HSWA;
 - e. the Customer shall conform with any code of practice, regulations or best practice recommendations of WorkSafe New Zealand;
 - f. the Customer shall read/watch all health and safety directions and information provided by Taskpower and the Manufacturer of Goods before use/operation and will comply with such directions and information, including using machinery responsibly and in a safe manner at all times, and not altering machinery or other Goods or removing safety guards or other safety systems;
 - g. the Customer will ensure that all parent machines / mobile plant are equipped with appropriate protective guarding before attaching Goods and operating parent machine / mobile plant to that machine / mobile; and

- h. the Customer agrees that all Goods will be used, stored and maintained in a safe and responsible manner at all times.
- 20.2 The Customer will read the Owner's/Operator's Manual in full prior to assembling and/or operating any machinery and must operate in accordance with current health and safety standards.
- 20.3 The Customer is responsible for taking all health and safety precautions to protect themselves and others after Delivery of the Goods. Taskpower is **NOT LIABLE** for the Customer's failure to adhere to any care or maintenance advice or for misuse of Goods.

21. General

- 21.1 If any provision of the Agreement including these Conditions of Contract is held to be invalid or unenforceable at law, the validity of the Agreement as a whole shall not be affected, and all other provisions of the Agreement shall remain in full force and effect.
- 21.2 Any Agreement between Taskpower and the Customer including these Conditions of Contract shall be governed by the laws of New Zealand and the parties agree to submit to the exclusive jurisdiction of the Courts of New Zealand.
- 21.3 A failure by Taskpower to enforce any provision of the Agreement shall not be treated as a waiver of that provision, nor shall it affect Taskpower's right to subsequently enforce that provision or the Agreement.
- 21.4 In the event of any inconsistency between these Conditions of Contract and any other prior document or schedule or agreement that the parties have entered into, these Conditions of Contract shall prevail.
- 21.5 Taskpower may licence or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 21.6 The Customer may not assign the Client's rights or obligations under the Agreement without the prior written consent of Taskpower.
- 21.7 Taskpower does not give any undertakings or warranties with respect to the accuracy of information contained in third party material or marketing including in brochures produced by third parties.
- 21.8 The Customer has two days from the date of this Agreement (stated on the Sales Invoice) to cancel the Agreement and return the Goods to Taskpower at the Customer's cost and at a place specified by Taskpower, provided the Goods are in their original condition as per Taskpower's returns policy set out in clause 12 of this Agreement.

The Customer has read and accepts these Conditions of Contract. The Customer is bound by these Conditions of Contract.