

1. Definitions

- 1.1 "Supplier" means Absolute Party Hire Ltd, its successors and assigns, or any person acting on behalf of, and with the authority of, Absolute Party Hire Ltd.
- 1.2 "Client" means the person/s hiring the Goods (and/or purchasing the Goods) as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3 "Goods" means all Goods (including but not limited to, marquees, tables, chairs, lighting, linen, crockery, tableware, and all associated catering items) or Services supplied either by sale or by hire to the Client by the Supplier at the Client's request from time to time, and:
- (a) includes any parts, accessories and/or consumables supplied by the Supplier to the Client, either separately or deposited incidentally by the Supplier in the course of it conducting, or supplying to the Client, the Services; and
 - (b) where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other.
- 1.4 "Minimum Hire Period" means the Minimum Hire Period as described on the invoices, quotation, authority to hire, or any other forms as provided by the Supplier to the Client.
- 1.5 "Price" means the Price payable for the hire or purchase of the Goods as agreed between the Supplier and the Client in accordance with clause 4 below.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for the Goods, or accepts Delivery.
- 2.2 These terms and conditions may only be amended with both parties consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and the Supplier.
- 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.
- 2.4 For security against damage, theft, loss or late payment fees incurred by the Client in relation to the hire of Goods the Client agrees to accurately complete and sign the Credit Card Authorisation Form, the contents of which shall form part of this agreement. Further, the Client agrees to provide photo ID containing proof of the Clients current address prior to the Client taking possession of the Goods on hire.

3. Change in Control

- 3.1 The Client shall give the Supplier not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by the Supplier as a result of the Client's failure to comply with this clause.

4. Price and Payment

- 4.1 At the Supplier's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by the Supplier to the Client; or
 - (b) the Price as at the date of Delivery according to the Supplier's current price list; or
 - (c) the Supplier's quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 4.2 The Supplier reserves the right to change the Price:
- (a) if a variation to the Goods which are to be supplied is requested; or
 - (b) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, obstructed access, inclement weather, etc.) which are only discovered upon commencement of the Services; or
 - (c) in the event of increases to the Supplier in the cost of labour or materials (including but not limited breakages of Goods on hire upon return), which are beyond the Supplier's control.
- 4.3 **Deposit**
- (a) A non-refundable deposit is required to secure a booking with the balance being payable before pick up and/or delivery of the Goods. The deposit payment forms part of the total payment due for the Goods and is separate from the bond payment.
- 4.4 **Refundable Bond**
- (a) A refundable bond is payable for Goods provided on hire and will be refunded if the Goods are returned in good order and working condition. If the Goods returned are unclean, missing items, stained, or damaged in any way, the bond will be retained by the Supplier. The refund will be processed within twenty-eight (28) days of the expiry/return date of the Goods, whichever occurs first.
- 4.5 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by the Supplier, which may be:
- (a) on, or before, Delivery;
 - (b) by way of instalments/progress payments in accordance with the Supplier's payment schedule;
 - (c) twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Supplier.
- 4.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge may apply per transaction), or by any other method as agreed to between the Client and the Supplier.
- 4.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to the Supplier an amount equal to any GST the Supplier must pay for any supply by the Supplier under this contract, or any other agreement for the sale/hire of the Goods. 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.

4.8 Receipt by the Supplier of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised, and until then the Supplier's rights and ownership in relation to the Goods, and this contract, shall continue.

5. Delivery

5.1 Delivery of the Goods ("**Delivery**") is taken to occur at the time that:

- (a) the Client or the Client's nominated carrier takes possession of the Goods at the Supplier's premises;
- (b) the Supplier (or the Supplier's nominated carrier) delivers the Goods (or provides Services) to the Client's nominated address, even if the Client is not present at the address.

5.2 At the Supplier's sole discretion, the cost of Delivery is in addition to the Price.

5.3 The Client must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. In the event that the Client is unable to take Delivery as arranged then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.

5.4 Any time specified by the Supplier for delivery of the Goods is an estimate only and the Supplier will not be liable for any loss or damage incurred by the Client 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 the Supplier is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then the Supplier shall be entitled to charge a reasonable fee for redelivery and/or storage.

6. Title

6.1 Where this is a hire contract:

- (a) the Goods are, and will at all times remain, the absolute property of the Supplier, however the Client accepts full responsibility for:
 - (i) the safekeeping of the Goods and indemnifies the Supplier for all loss, theft, or damage to the Goods howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client; and
 - (ii) shall keep the Supplier indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Goods during the hire period and whether or not arising from any negligence, failure or omission of the Client or any other persons.

Furthermore, the Client will insure, or self-insure, the Supplier's interest in the Goods against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Goods. Further the Client will not use the Goods nor permit them to be used in such a manner as would permit an insurer to decline any claim.

- (b) The Client is not authorised to pledge the Supplier's credit for repairs to the Goods or to create a lien over the Goods in respect of any repairs.

6.2 Where is this a contract for the purchase of the Goods:

(a) The Supplier and the Client agree that ownership of the Goods shall not pass until:

- (i) the Client has paid the Supplier all amounts owing to the Supplier; and
- (ii) the Client has met all of its other obligations to the Supplier.

(b) It is further agreed that, until ownership of the Goods passes to the Client in accordance with sub-clause (a):

- (i) the Client is only a bailee of the Goods and must return the Goods to the Supplier on request.
- (ii) the Client holds the benefit of the Client's insurance of the Goods on trust for the Supplier and must pay to the Supplier the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
- (iii) the Client 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 Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for the Supplier and must pay or deliver the proceeds to the Supplier on demand.
- (iv) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of the Supplier and must sell, dispose of or return the resulting product to the Supplier as it so directs.
- (v) the Supplier may recover possession of any Goods in transit whether or not delivery has occurred.
- (vi) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Supplier.
- (vii) the Supplier may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

6.3 If the Client fails to return the Goods to the Supplier, then the Supplier or the Supplier's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods are situated and take possession of the Goods, without being responsible for any damage thereby caused.

7. Personal Property Securities Act 1999 ("PPSA")

7.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:

- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
- (b) a security interest is taken in all Goods previously supplied by the Supplier to the Client (if any) and all Goods that will be supplied in the future by the Supplier to the Client.

7.2 The Client undertakes to:

- (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 the Supplier may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, the Supplier for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;

- (c) not register a financing change statement or a change demand without the prior written consent of the Supplier; and
- (d) immediately advise the Supplier 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.

- 7.3 The Supplier and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 7.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 7.5 Unless otherwise agreed to in writing by the Supplier, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 7.6 The Client shall unconditionally ratify any actions taken by the Supplier under clauses 7.1 to 7.5.
- 7.7 Only to the extent that the hire of the Goods exceeds a twelve (12) month hire period (or a six (6) month hire period with the right of renewal) shall this clause 7 apply, and this contract a security agreement for the purposes of PPSA generally, and in particular Section 36.

8. Security and Charge

- 8.1 In consideration of the Supplier agreeing to supply Goods, 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, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 8.2 The Client indemnifies the Supplier from and against all the Supplier's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Supplier's rights under this clause.
- 8.3 The Client irrevocably appoints the Supplier and each director of the Supplier as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 8 including, but not limited to, signing any document on the Client's behalf.

9. Defects and Warranty

- 9.1 The Client shall inspect the Goods on Delivery and shall within seven (7) days of such time (being of the essence) notify the Supplier of any alleged defect, error or omission, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford the Supplier an opportunity to inspect the Goods within a reasonable time following such notification if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Supplier has agreed in writing that the Client is entitled to reject, the Supplier's liability is limited to either (at the Supplier's discretion) replacing the Goods or repairing the Goods.
- 9.2 Goods will not be accepted for return other than in accordance with 9.1 above.
- 9.3 To the extent permitted by statute, no warranty is given by the Supplier as to the quality or suitability of the Goods for any purpose and any implied warranty, is expressly excluded. The Supplier shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

10. Default and Consequences of Default

- 10.1 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 (and at the Supplier's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 10.2 If the Client owes the Supplier any money the Client shall indemnify the Supplier from and against all costs and disbursements incurred by the Supplier in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Supplier's collection agency costs, and bank dishonour fees).
- 10.3 Further to any other rights or remedies the Supplier may have under this contract, if a Client has made payment to the Supplier, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Supplier under this clause 10 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this agreement.
- 10.4 Without prejudice to any other remedies the Supplier may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Supplier may suspend or terminate the supply of Goods to the Client (including repossessing the Goods as per clause 6.3). The Supplier will not be liable to the Client for any loss or damage the Client suffers because the Supplier has exercised its rights under this clause.
- 10.5 Without prejudice to the Supplier's other remedies at law the Supplier shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Supplier shall, whether or not due for payment, become immediately payable if:
 - (a) any money payable to the Supplier becomes overdue, or in the Supplier's opinion the Client will be unable to make a payment when it falls due;
 - (b) the Client 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
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

11. Cancellation

- 11.1 The Supplier may cancel any contract to which these terms and conditions apply or cancel Delivery at any time before the Goods are delivered by giving written notice to the Client. On giving such notice the Supplier shall repay to the Client any money paid by the Client for the Goods. The Supplier shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 11.2 In the event that the Client cancels Delivery the Client shall be liable for any and all loss incurred (whether direct or indirect) by the Supplier as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 11.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, or Goods ordered in specifically from third party will definitely not be accepted once an order has been placed.

12. Privacy Act 1993

- 12.1 The Client authorises the Supplier (or the Supplier's agent) to:
 - (a) access, collect, retain and use any information about the Client;

- (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Client.
 - (b) disclose information about the Client, whether collected by the Supplier from the Client directly or obtained by the Supplier from any other source, to any other 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 Client.
- 12.2 Where the Client is an individual the authorities under clause 12.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 12.3 The Client shall have the right to request the Supplier for a copy of the information about the Client retained by the Supplier and the right to request the Supplier to correct any incorrect information about the Client held by the Supplier.

13. General

- 13.1 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.
- 13.2 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 Tauranga Courts of New Zealand.
- 13.3 The Supplier shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by the Supplier of these terms and conditions (alternatively the Supplier's liability shall be limited to damages which under no circumstances shall exceed the Price).
- 13.4 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by the Supplier nor to withhold payment of any invoice because part of that invoice is in dispute.
- 13.5 The Client hereby disclaims any right to rescind, or cancel any contract with the Supplier or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by the Supplier and the Client acknowledges that the Goods are hired/bought relying solely upon the Client's skill and judgment.
- 13.6 If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Supplier to the Client.
- 13.7 The Supplier may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 13.8 The Client agrees that the Supplier may amend these terms and conditions by notifying the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Supplier to provide Goods for sale and/or hire to the Client.
- 13.9 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.
- 13.10 Both parties warrant that they have the power to enter into this contract and have obtained all necessary authorisations to allow it to do so, it is not insolvent and that this contract creates binding and valid legal obligations on them.

14. Terms Applicable to the Hire of Goods Only

- 14.1 The hire period shall commence from the time the Goods depart from the Supplier's premises and will continue until the return of the Goods to the Supplier's premises, and/or until the expiry of the Minimum Hire Period, whichever last occurs.
- 14.2 The date upon which the Client advises of termination shall in all cases be treated as a full day's hire.
- 14.3 No allowance whatsoever can be made for time during which the Goods are not in use for any reason, unless the Supplier confirms special prior arrangements in writing. In the event of Goods breakdown, provided the Client notifies the Supplier immediately, hiring charges will not be payable during the time the Goods are not working, unless the condition is due to negligence or misuse on the part of or attributable to the Client.
- 14.4 The Client shall:
- (a) satisfy itself on Delivery that the Goods are suitable for its purposes;
 - (b) where necessary, obtain all permit and licences and give all notices required under any statute, regulation or bylaw in force, and obtain all consents required from any local authority inspector or adjoining owners in respect of the Goods;
 - (c) ensure any underground services in the designated area where the marquee is to be erected are clearly marked. The Client accepts that there may be minor damage caused to grassed areas by the Supplier accessing the site and erecting the marquee;
 - (d) if the Goods are being erected by the Client:
 - (i) ensure that all persons erecting the Goods are suitably instructed in the Goods safe and proper use, and where necessary, hold a current certificate of competency and/or are fully licensed (and shall provide evidence of the same to the Supplier upon request);
 - (ii) comply with all statutory provision orders, regulations and by-laws relative to the Goods for the time in force in the town or district where the Goods are to be erected, and shall comply with the provisions of the approved code of practice for the safe erection and use of the Goods – as issued and approved by the Minister of Labour as at September 1995 and any statutory modifications (and also with the Australian/New Zealand Standard ASNZS 4576 1995);
 - (iii) that the site is cleared and ready for installation of the Goods before the Client is to start installation and that the foundations upon which the Client is to erect are sufficiently firm and otherwise suitable to safely carry the structure and the load to be put on it without subsidence;
 - (iv) that any marquee upon the Supplier's recommendations that is not securely anchored with additional guide robes in the event of forecasted gale force winds that exceed the manufacturers specified tolerance and/or Bureau of Meteorology definition regarding gale force winds (being winds that exceed 63-75kph and sustained for ten (10) minutes or more) will result in the Client being liable to the Supplier for any loss, costs or damages which the Supplier may suffer or incur by reason of the Client's failure to carry out its obligations. Nevertheless, the Client shall be liable to pay the costs on the hire of the Goods on the terms stated herein
 - (e) if the Goods are being erected by the Supplier, not alter or interfere with the Goods in any way. This also applies to planks and kickboards supplied by the Supplier;

- (f) not carry any animals, illegal, prohibited or dangerous products on, or in, the Goods supplied without the prior written permission of the Supplier;
 - (g) *for marquee hire*:
 - (i) not use naked flames, gas fires, gas appliances, heaters, candles or other hot things in or around the Goods, unless otherwise agreed;
 - (ii) not use aerosols and chemicals, including hairspray and insect repellent, inside or near the Goods. These substances will damage the Good's waterproofing;
 - (iii) agree that, if necessary, to clean any Goods or soft materials belonging to the Supplier only with a soft damp cloth. The Client further agrees to never use soap, detergents, chemicals, abrasives or rough brushes or fabrics to clean the Goods, as these will damage the waterproof coating.
 - (iv) not to rest items on the canvas surface of the Goods, as this can damage the waterproofing seal.
 - (h) the Client accepts that under no circumstances are the Goods to be machine washed, tumble-dried or wrung out.
 - (i) not exceed the recommended or legal load and capacity limits of the Goods (including the recommended number of passengers, where applicable);
 - (j) notify the Supplier immediately by telephone of the full circumstances of any mechanical breakdown or accident in connection with the Goods. The Client is not absolved from the requirements to safeguard the Goods by giving such notification;
 - (k) operate the Goods safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by the Supplier or posted on the Goods;
 - (l) comply with all occupational health and safety laws relating to the Goods and its operation;
 - (m) keep the Goods in their own possession and control and shall not assign the benefit of the hire contract nor be entitled to take a lien, or grant any encumbrance over the Goods;
 - (n) not alter or make any additions to the Goods, including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Goods or in any other manner interfere with the Goods;
 - (o) use the Goods solely for the Client's own work and shall not permit the Goods of any part thereof to be used by any other party for any other work;
 - (p) not fix the Goods (or any part thereof) in such a manner as to make it legally a fixture forming part of any freehold;
 - (q) on termination of the hire, deliver up the Goods, complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted, to the Supplier (or the Supplier's designated employee).
- 14.5 Immediately on request by the Supplier the Client will pay:
- (a) the new list price of any Goods that are for whatever reason destroyed, written off or not returned to the Supplier;
 - (b) all costs incurred in cleaning the Goods;
 - (c) all costs of repairing any damage caused by:
 - (i) the ordinary use of the Goods up to an amount equal to ten percent (10%) of the new list price of the Goods;
 - (ii) wilful or negligent actions of the Client or the Client's employees;
 - (iii) vandalism, or (in the Supplier's reasonable opinion) in any way whatsoever other than by the ordinary use of the Goods by the Client;
 - (d) any costs incurred by the Supplier in picking up and returning the Goods to the Suppliers premises if the Client does not return the Goods to the Suppliers premises or any pre-agreed pickup location when it was originally agreed that the Client would do so;
 - (e) any lost hire fees the Supplier would have otherwise been entitled to for the Goods, under this, or any other hire contract;
 - (f) any insurance excess payable in relation to a claim made by the Client in relation to any damage caused by, or to, the Goods whilst the same is hired by the Client.
- 15. Terms and Conditions applicable to the Sale of Goods only**
- 15.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 15.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, the Supplier is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Supplier is sufficient evidence of the Supplier's rights to receive the insurance proceeds without the need for any person dealing with the Supplier to make further enquiries.
- 15.3 If the Client requests the Supplier to leave Goods outside the Supplier's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.
- 15.4 In the case of second-hand Goods, the Client acknowledges that they have had full opportunity to inspect the Goods prior to Delivery and accepts them with all faults and that to the extent permitted by law no warranty is given by the Supplier as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. The Client acknowledges and agrees that the Supplier has agreed to provide the Client with the Goods and calculated the Price thereof in reliance of this clause 15.4.