

Terms of trade Offshoot (NZ) Ltd

1. Definitions

In these conditions unless the context otherwise requires:

- Company Offshoot (NZ) Ltd
- Buyer means the person, or company buying the goods from the Company.
- Products and/or services mean the products and/or services being purchased by the Buyer from the Company.
- Contract means the contract between the Company and the Buyer for the purchase of the goods.
- Date of the contract means where the contract arises from a quotation given by the Company
 - i. the date of acceptance of the order by the Company; or
 - ii. Where the contract arises from a quotation given by the Company, the date upon written notification of acceptance of the quotation is received by the Company.
- Price means the price of goods/services as agreed between the Buyer and the Company.
- Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term. Manager is the companies appointed decision maker.

2. Quotation

The Buyer may request a Quotation from the Company setting out the price and quantity of the Goods to be supplied. If the Quotation is acceptable to the Buyer, the Buyer may place an order within an acceptable timeframe.

Acceptance

If any instruction is received by the Company from the Buyer for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer, the terms and conditions are definitive and binding.

3. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the Buyer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Buyer. It shall be the Buyer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

4. Price

- I. The Price shall be as indicated on invoices provided by the Company to the Buyer in respect of products and/ or services supplied; or
- II. The Price shall be the Price of the Company's current Price at the date of delivery of any goods.
- III. Time for payment for the products and/or services shall be of the essence and will be stated on the invoice, quotation, statement, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due on the 20th of the following month.
- IV. The Buyer agrees that the Price shall be determined by the Company

5. Payment, Late Payment, Default of Payment and Consequences of Default of Payment, Collection of Outstanding Debt

- I. The method of payment will be made by cheque, direct credit, bank transfer, cash, and/or credit card or by any other method as agreed to between the Buyer and the Company.
- II. Late payment shall incur interest at the rate of 5% per annum calculated on a Monthly Basis for all outstanding debt. This shall be payable on any monies outstanding under the Contract from the date payment was due until the date payment is received by the Company, but without prejudice to the Company's other rights or remedies in respect of the Buyer's default in failing to make payment on the due date.
- III. Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer suffers because the Company exercised its rights under this clause.
- IV. In the event that:
 - a) any money payable to the Company becomes overdue, or in the Company's opinion the Buyer will be unable to meet its payments as they fall due; or
 - b) the Buyer 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 Buyer or any asset of the Buyer; then without prejudice to the Company's other remedies at law
 - d) the Company shall be entitled to cancel all or any part of any order of the Buyer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.
- V. In the event that a 3rd party debt collection company needs to be used to collect any outstanding debt, the Buyer will be responsible for paying any and all collection debt costs in the process of recovering this outstanding debt. This amount will be added onto the outstanding debt which will in turn need to be paid in full.

6. Governing Laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

7. Dispute Resolution

The Company will endeavour to resolve any dispute between the Buyer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

8. Reservation of Title

Ownership and title of the goods remains with The Company until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full.

9. Warranty

The Company warrants that it will repair or make good any defects in the goods, if written notice of the claim is received by the Company within seven (7) days from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the Buyer shall be responsible at its cost and risk for shipment of the defective goods to the place specified.

10. Liability

The Company shall not be liable for any loss of any kind whatsoever suffered by the Buyer as a result of any breach of any of the Company's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the Buyer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The Buyer shall indemnify the Company against any claim by any such person.

Any loss or damage of any kind what so ever including consequential loss whether suffered on or incurred by the customer or another person and whether in contract or tort (including negligence) or otherwise and whether such loss or damage arises directly or indirectly from products and services provided by Offshoot (NZ) Ltd.

The customer shall indemnify Offshoot (NZ) Ltd against all claims and loss of any kind what so ever caused or arising and without limiting the generality of the foregoing of this clause whether arising as a result of negligence of Offshoot (NZ) Ltd or otherwise brought by any other person in connection with any matter, act or omission by Offshoot (NZ) Ltd or its employees.