

Terms & Conditions of Trade

Conditions of Sale

All orders are accepted by The Restoration Group Limited subject to the Terms and Conditions of Sale set out below:

1. General

All orders for products ("Products") or services ("Services") will be accepted by The Restoration Group Limited ("RG ") subject to these terms and conditions of sale. Any person who places orders for Products and/or Services with RG ("Customer") is unconditionally bound by these terms and conditions. No other terms will apply to the supply of Products and Services by RG unless agreed in writing by an authorised signatory of RG. RG reserves the right to amend these terms and conditions at any time without notice. The most current version of these terms and conditions can be found at: www.restorationgroup.co.nz for a copy. Any variation of terms and conditions is deemed to be effective from the time of publication on RG's website, and shall be deemed to have been accepted by all existing and new Customers from that time onwards. References to the "RG brochure" include RG's paper and email brochures, RG's website and any other literature of products published by RG in any medium.

Descriptions of the Products and Services in the RG brochures or otherwise communicated to the Customer are approximate only and shall not form any part of the contract between the Customer and RG. RG shall not be liable to the Customer for any errors or omissions in the RG brochures. The advertising of products and services in the RG brochure is not an offer capable of acceptance, but merely constitutes an invitation by RG for the Customer to make an offer. RG is a business-to-business supplier. The RG brochures and price books are intended for use by business customers and not for consumers or private individuals.

2. Prices

All prices quoted are in New Zealand dollars (unless specified) and are exclusive of GST. The GST component of 15% (or different value as modified by the GST Act) should be added to the quoted price to give the GST inclusive price payable on all taxable supplies (as defined in section 2(1) of the GST Act). A shipping charge will apply to all deliveries depending on the geographic location. Unless otherwise agreed upon, any price quoted is valid only for 30 days from the date of quote. RG reserve the right to revise prices as and when required without notice depending on exchange rate, shipping and manufacturers costs.

3. GST

Goods and services tax ("GST") refers to the tax levied for the provision of goods and services under the Goods and Services Tax Act 1985 ("GST Act"), and relevant applicable provisions of the Tax Administration Act 1994, Income Tax Act 2007, and any other applicable legislation. If GST applies to any supply by virtue of it being a taxable supply, the Customer must pay an additional amount equal to the amount of GST. RG will provide a GST-compliant tax invoice within 28 days of a request being made.

4. Ordering

RG reserves the right to decline to trade with any company or person and may decline to accept any order without justification.

RG will not substitute an ordered Product for another unless requested/agreed by the Customer, or unless the Product has been superseded by the latest version. If the Customer confirms telephone, email or internet orders, the confirmation must be marked 'confirmation only' to avoid duplication. If the Customer orders the wrong Product or quantity, or duplicates orders, clause 13 will apply.

5. Delivery

RG will aim to deliver Products in accordance with the Customer's order. The Customer's delivery options will be notified to the Customer at the time of order including lead times. Delivery will be made to the Customer's usual business address, unless otherwise agreed in writing. Times and dates for delivery quoted by RG's employees are approximate only and RG shall not be liable for the consequences of any delay in delivery. If any delivery is late, the Customer must notify RG, and RG will endeavor to ascertain if the product has been delivered or the expected delivery time of the product to the Customer. If a revised delivery time is not acceptable RG may offer an alternative delivery option. Except to the extent required by law, the remedies set out in this clause 5 are the Customer's exclusive remedies for late delivery and RG shall not be liable for any loss or damage (including indirect, consequential or economic) suffered or incurred by the Customer or any other party in relation to late delivery.

6. Inspection, Transit Delays and Non-delivery

The Customer must inspect all Products as soon as reasonably possible after delivery and shall, within 3 days of delivery or, in the case of (iv), the due date for delivery, give written notice to RG of:

- i. Any defect in a Product that is apparent on reasonable examination. In this case RG shall, at RG's discretion, repair, replace the Product or refund the purchase price (See clause 10 for terms of warranty).
- ii. Any delivery of Products not in accordance with the order. In this case RG shall, at RG's discretion, replace the products.

If the Customer fails to give any such notice, the Customer will be deemed to have accepted the relevant order as being delivered in accordance with the Customer's instructions and to have accepted the products as being free from all apparent defects.

The remedies set out above are the Customer's exclusive remedies (to the extent permitted by law) in the circumstances described in paragraphs (i) to (ii) above. RG shall not be liable for any other losses, damages or expenses to the Customer or any other party.

7. Payment

If RG has not granted credit to the Customer, payment terms are cash with order. If credit has been granted, the Customer must pay by the 20th day of the month following the month in which the relevant order is dispatched. All payments must be made without any set-off, deduction or counterclaim. If any sum is not paid on the due date for payment:

- i. All sums then outstanding from the Customer will immediately become due and payable notwithstanding that such sums would not otherwise be due until a later date;
- ii. The Customer will be liable to pay all expenses and legal costs incurred by RG in relation to obtaining or seeking to obtain an appropriate remedy; and
- iii. RG may charge the Customer interest calculated on the unpaid amount and accrued during the period from the due date until payment is made in full (whether before or after judgment) at the rate of 2% per month, compounded monthly.

8. Passing of Risk and Property

Risk of loss of or damage to the Products shall pass to the Customer on delivery. Ownership of the Products shall not pass to the Customer until all sums due to RG from the Customer for those Products have been paid in full and received by RG. Until that time RG shall be entitled to the immediate return of all Products. The Customer authorises RG and its agents to enter any premises of the Customer and to recover the Products for that purpose.

9. Product and Availability Information

RG reserves the right to discontinue any Product or to change its design at any time. Unless otherwise confirmed, nothing in the brochure or website is to be taken as a representation of the source of origin, manufacture, or production of any Products or any part of them.

10. Warranty

For Products: RG warrants that if any Product is defective, it will, at its option, replace or repair the Product. This warranty is subject to a claim being notified in writing to RG within 12 months of the date of dispatch of the Product, or such other longer period as may be indicated by RG for specific products from time to time.

These warranties shall not apply to any defect that arises from improper use, abuse, accidents, electrical failures or failure to follow the product instructions, or any repair or modification made without the consent of RG. The Customer must deal with the defective Products in accordance with RG's instructions.

The Customer must contact RG to notify RG in advance of the return of any Products and obtain a returns number, to be quoted on all paperwork. Returned products must be accompanied by an advice note, stating the invoice number and the nature of the defect. Where the Customer does not return Products in accordance with this clause 10, RG may refuse such Products and return them to the Customer at the Customer's cost. To the extent permitted by the Fair Trading Act 1986, the remedies set out above shall be RG's sole liability and the Customer's sole remedy for any breach of warranty and in respect of the supply of Products and/or Services.

Save as expressly provided in these terms and conditions, all implied warranties, terms and conditions concerning the supply of Products and/or Services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality, fitness for purpose and provision of services with reasonable care and skill). This clause does not purport to contract out of those guarantees and warranties required to be given by law. The Customer acknowledges that it is responsible for ensuring that the Products and Services it orders are fit for the purposes for which it intends to use them. RG accepts no liability in this regard (except to the extent specifically required by law).

11. Limitations of Use

Products sold by RG are not recommended or authorised for use in life support, surgical implantation, nuclear or aircraft applications or for any use or application in which the failure of a single component could cause substantial harm to persons or property.

12. Liability

To the extent permitted by law, RG shall not be under any liability for damage, losses (whether direct, indirect or consequential), expenses, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, costs (including legal costs), claims, demands, proceedings, judgments or otherwise resulting from the failure to give advice or information or the giving of incorrect advice or information (including through the RG technical helpline) whether or not due to its negligence or that of its employees, agents or sub-contractors.

RG shall not be liable for economic loss, punitive damages, loss of revenue, loss of profits or expected future business, damage to reputation or goodwill, loss of any order or contract or any consequential or indirect loss or damage, as may result from, or be connected with:

- i. any express or implied terms of the contract between RG and the Customer, or of any order accepted by RG;
- ii. any duty of any kind imposed on RG by law; or
- iii. any defect in the Products or Services.

If, notwithstanding any provisions of these terms and conditions, any liability attaches to RG, RG's liability to the Customer arising out of or in connection with these terms and conditions or any order whether in contract, tort or otherwise in respect of one or more of

- i. any express or implied terms of the contract between RG and the Customer, or of any order accepted by RG;
- ii. any duty of any kind imposed on RG by law; or
- iii. any defect in the Products or Services, shall be limited in the aggregate to \$5000.00 or the total value of the order, whichever is greater.

13. Cancellations and Returns

The Customer may not cancel orders once accepted by RG. RG may allow an order to be canceled at its discretion, subject to RG recovering from the Customer the costs incurred by RG. If only part of an order is canceled, RG may invoice the Customer any difference in selling price per unit applicable to the quantity actually dispatched prior to cancellation compared to the quantity ordered. Special orders or backorders are not returnable. Goods remain the property of The Restoration Group until paid in full. Any goods returned will incur restocking and handling fee. The Customer must return the goods within 14 days otherwise the full amount will be recoverable. Returns are not accepted for change of mind.

14. Services

RG offers repair and calibration Services in respect of Products. RG may quote a turnaround time target for these Services, but will be under no liability if it fails to comply with such target. The following conditions apply to each of the Services, set out below.

Repairs: The Repair Service is subject to the availability of parts and is only available if the Product has not suffered physical or electrical damage and is free from modifications (other than those detailed in the Product literature). RG may at its absolute discretion either repair the Product or replace it with a substitute Product. Any Customer-generated software returned with a Product will be erased and RG shall not be under any liability whatsoever in respect of any data contained in such software.

15. Force Majeure

A force majeure event is any event beyond the reasonable control of RG (including strikes, traffic congestion, acts of God, the downtime of any external line, or RG's inability to procure services, materials or articles required for the performance of the contract except at enhanced prices). If RG is prevented or restricted from carrying out all or any of its obligations by reason of any force majeure event, then RG shall be relieved of its obligations during the period that such event continues, and shall not be liable for any delay and/or failure in the performance of its obligations during such period. If the force majeure event continues for a period longer than 14 days, RG may cancel the affected order or cancel the whole or any part of these terms and conditions, without any liability to the Customer.

16. Privacy and Customer Information

RG respects the privacy of Customers. The RG privacy policy is detailed on its website at www.restorationgroup.co.nz ("Privacy Policy"). The terms of the Privacy Policy are hereby incorporated into these conditions. Excepting if it would otherwise create or allow a breach of law, the provisions of these conditions of sale nevertheless prevail over any inconsistency between these conditions of sale and our Privacy Policy. RG may send to the Customer details of other products and services offered by the group that may be of interest. If the Customer does not wish to receive details of these other offers, or wish to amend or correct their details, then they should contact the RG by email at info@restorationgroup.co.nz. The Customer consents to RG disclosing the Customer's name to certain RG suppliers for market research and commission purposes.

17. Law and Jurisdiction

The contract between RG and the Customer as applicable to each Customer order shall be governed by and interpreted in accordance with the laws of New Zealand. The Customer submits to the non-exclusive jurisdiction of the courts of New Zealand. RG may enforce the contract in any court of competent jurisdiction.

18. Consumer Guarantees Act 1993

You agree and acknowledge that all supplies of goods and services from us are/will be acquired for your business purposes and accordingly the provisions of the Consumer Guarantees Act 1993 will not apply as between us.

19. Acknowledgement**Signatures and witnesses**

I _____ of _____ have read and accept the Terms of Trade as outlined in this document.

Signature: _____ Date: _____

RG signature: _____ Date: _____