

**RELIANCE FOOD EQUIPMENT LIMITED**  
**TERMS AND CONDITIONS OF SALE**

**1. DEFINITIONS**

- 1.1. "Reliance Food Equipment" shall mean Reliance Food Equipment Limited, or any agents or employees thereof.
- 1.2. "Customer" shall mean the Customer, any person acting on behalf or with the authority of the Customer, or any person purchasing goods and services from Reliance Food Equipment Ltd.
- 1.3. "Goods" shall mean :
  - 1.3.1. all Goods of the general description specified on the front of this agreement and supplied by Reliance Food Equipment to the Customer, and
  - 1.3.2. all Goods supplied by Reliance Foods Equipment to the Customer, and
  - 1.3.3. all inventory of the Customer that is supplied by Reliance Food Equipment, and
  - 1.3.4. all Goods supplied by Reliance Food Equipment and further identified in any invoice issued by Reliance Food Equipment to the Customer, which invoices are deemed to be incorporated into and form part of this agreement, and
  - 1.3.5. all Goods that are marked as having been supplied by Reliance Food Equipment or that are stored by the Customer in a manner that enables them to be identified as having been supplied by Reliance Food Equipment, and
  - 1.3.6. all of the Customer's present and after-acquired Goods that Reliance Food Equipment has performed work on or to or in which goods or materials supplied or financed by Reliance Food Equipment have been attached or incorporated;
  - 1.3.7. The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4. "Goods" shall also mean all goods, services and advice provided by Reliance Food Equipment to the Customer and shall include without limitation the fabrication of sheetmetal and all charges for labour, hire charges, insurance charges, freight costs, or any fee or charge associated with the supply of Goods by Reliance Food Equipment to the Customer.
- 1.5. "Price" shall mean the cost of the Goods as agreed between Reliance Food Equipment and the Customer and includes all disbursements eg changes Reliance Food Equipment pay to others on the Customer's behalf subject to clause 4 of this contract.

**2. ACCEPTANCE**

- 2.1. Any instructions received by Reliance Food Equipment from the Customer for the supply of Goods shall constitute a binding contract and acceptance of the terms and conditions contained therein.

**3. COLLECTION AND USE OF INFORMATION.**

- 3.1. The Customer authorises Reliance Food and Equipment to collect, retain and use any information about the Customer, for the purpose of assessing the Customer's credit worthiness, enforcing any rights under this contract, or marketing any Goods provided by Reliance Food Equipment to any other party.
- 3.2. The Customer authorises Reliance Food and Equipment to disclose any information obtained to any person for the purposes set out in clause 3.1. Where the Customer is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

**4. PRICE**

- 4.1. Where no price is stated in writing or agreed to orally the Goods shall be deemed to be sold at the current amount as such Goods are sold by Reliance Food Equipment at the time of the contract. The price may be increased by the amount of any reasonable increase in the cost of supply of the Goods that is beyond the control of Reliance Food Equipment between the date of the contract and delivery of the Goods.

**5. PAYMENT**

- 5.1. Unless otherwise agreed payment for goods shall be on delivery for approved account holders, otherwise in advance of delivery by way of bank cheque or business cheque.
- 5.2. Unless otherwise agreed payment for services shall be made in full on or before the 7<sup>th</sup> day following the date of the invoice for approved account holders. ("the due date"), otherwise payment for services shall be made in full on the completion of the services.
- 5.3. Unless otherwise agreed a deposit of 50% (Fifty percent) of the goods and services inclusive price is due at the time of confirming an order for items to be held for a later delivery date and or all indent orders.
- 5.4. Unless otherwise agreed the balance value goods and services tax inclusive is due on delivery of each item or in advance of delivery subject to clause 5. 1
- 5.5. Any expenses, disbursements and legal costs incurred by Reliance Equipment Ltd in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.
- 5.6. Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.7. A deposit is required.

**6. QUOTATION**

- 6.1. Where a quotation is given by Reliance Food Equipment for Goods :
  - 6.1.1. Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue, and
  - 6.1.2. The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
  - 6.1.3. Reliance Food Equipment reserves the right to alter the quotation because of circumstances beyond its control.
- 6.2. Where Goods are required in addition to the quotation the Customer agrees to pay for the additional cost of such Goods.

**7. RISK**

- 7.1. The Goods remain at Reliance Food Equipment until delivery to the Customer.
- 7.2. Delivery of Goods shall be deemed complete when Reliance Food Equipment gives possession of the Goods directly to the Customer or possession of the Goods is given to a carrier, courier, or other bailee for purposes of transmission to the Customer.

**8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)**

- 8.1. Title in any Goods supplied by Reliance Food Equipment passes to the Customer only when the Customer has made payment in full for all Goods provided by Reliance Food Equipment and of all the other sums due to Reliance Food Equipment by the Customer on any account whatsoever. Until all sums due to Reliance Food Equipment by the Customer have been paid in full, Reliance Food Equipment has a security interest in all Goods.
- 8.2. If the goods are attached, fixed or incorporated into any property of the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Goods shall remain with Reliance Food Equipment until the Customer has made payment for all Goods, and where those Goods are mixed with other property so as to be part of or a constituent of any new Goods, title to these new Goods shall be deemed to be assigned to Reliance Food Equipment as security for the full satisfaction by the Customer of the full amount owing between Reliance Food Equipment and the Customer.
- 8.3. The Customer gives irrevocable authority to Reliance Food Equipment to enter any premises occupied by the Customer or on which Goods are situated at any reasonable time after default by the Customer or before default if Reliance Food Equipment believes a default is likely and to remove and repossess any Goods and any other property to which Goods are attached or in which Goods are incorporated. Reliance Food Equipment shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Reliance Food Equipment may either resell any repossessed Goods and credit the Customer's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Goods and credit the Customer's account with the invoice value thereof less such sum as Reliance Food Equipment reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 8.4. Where Goods are retained by Reliance Food Equipment pursuant to clause 8.3 the Customer waives the right to receive notice under s.120 of the Personal Property Securities Act 1999("PPSA") and to object under s.121 of the PPSA.
- 8.5. The following shall constitute defaults by the Customer :
  - 8.5.1. Non payment of any sum by the due date.
  - 8.5.2. The Customer intimates that it will not pay any sum by the due date.
  - 8.5.3. Any Goods are seized by any other creditor of the Customer or any other Creditor intimates that it intends to seize Goods.
  - 8.5.4. Any Goods in the possession of the Customer are materially damaged while any sum due from the Customer to Reliance Food Equipment remains unpaid.
  - 8.5.5. The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's
  - 8.5.6. assets or a landlord distrains against any of the Customer's assets.
  - 8.5.7. A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
  - 8.5.8. Any material adverse change in the financial position of the Customer.

Initials and Date:

**9. PAYMENT ALLOCATION**

9.1. Reliance Food Equipment may in its discretion allocate any payment received from the Customer towards any invoice that Reliance Food Equipment determines and may do so at the time of receipt or at any time afterwards and on default by the Customer may reallocate any payments previously received and allocated. In the absence of any payment allocation by Reliance Food Equipment, payment shall be deemed to be allocated in such manner as preserves the maximum value of Reliance Food Equipment's purchase money security interest in the Goods.

**10. DISPUTES**

10.1. No claim relating to Goods will be considered unless made in writing within thirty (30) of delivery.

**11. LIABILITY**

11.1. The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impost obligations upon Reliance Food Equipment which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Reliance Food Equipment, Reliance Food Equipment's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

11.2. Except as otherwise provided by clause 11.1 Reliance Food Equipment shall not be liable for :

11.2.1. Any loss or damage of any kind whatsoever, arising from the supply of Goods by Reliance Food Equipment to the Customer, including consequential loss whether suffered or incurred by the Customer or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods provided by Reliance Food Equipment to the Customer, and

11.2.2. The Customer shall indemnify Reliance Food Equipment against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Reliance Food Equipment or otherwise, brought by any person in connection with any matter, act, omission, or error by Reliance Food Equipment, its agents or employees in connection with the Goods.

**12. WARRANTY**

12.1. 2 years conditional parts and labour warranties are given for New Zealand supply only. All warranties are subject to the owner or operators correct use, maintenance and care as outlined in the owners manual or by Reliance Food Equipment.

**13. COPYRIGHT AND INTELLECTUAL PROPERTY**

13.1. Reliance Food Equipment owns and has copyright in all goods designed and Produced by Reliance Food Equipment, drawings, specifications, models, photographs, documents and software produced by Reliance Equipment in connection with the Goods provided pursuant to this Contract and the client may use the Goods only if paid for in full and for the purpose for which they were intended and supplied by Reliance Food Equipment.

**14. CONSUMER GUARANTEES ACT**

14.1. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Customer acquires Goods from Reliance Food Equipment for the purposes of a business in terms of section 2 and 43 of that Act.

**15. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES**

15.1. If the Customer is a company or trust, the director(s) or trustee(s) signing this Contract, in consideration for Reliance Food Equipment agreeing to supply Goods and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Reliance Food Equipment the payment of any and all monies now or hereafter owed by the Customer to Reliance Food Equipment and indemnify Reliance Food Equipment against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

**16. GENERAL LIEN**

16.1. The Customer agrees that Reliance Food Equipment may exercise a general lien Against any goods and services or property belonging to the Customer that is in the possession of Reliance Food Equipment for all sums outstanding under this contract and any other contract to which the Customer and Reliance Food Equipment are parties.

16.2. If the lien is not satisfied within seven (7) days of the due date Reliance Food Equipment may, having given notice of the lien at its option either :

16.2.1. Remove such goods and services and store them in such a place and in such a manner as Reliance Food Equipment shall think fit and proper and at the risk and expense of the customer, or

16.2.2. Sell such goods and services or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and the costs of sale without being liable to any person for damage caused.

**17. MISCELLANEOUS**

17.1. Reliance Food Equipment shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.

17.2. Failure by Reliance Food Equipment to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Reliance Food Equipment has under this contract.

17.3. If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

**18. LAW AND JURISDICTION**

18.1. The contract shall be governed and construed in all respects in accordance with the laws of New Zealand and shall be subject only to the jurisdiction of the New Zealand Courts.

<b>ACCEPTANCE OF TERMS OF TRADE AND PERSONAL GUARANTEE</b>	
I have read and understand the Standard Terms of Trade above. I understand this document contains a personal guarantee.	
Signed	Date
Name In Full (Including Middle Names)	Date of Birth
Address	City
Witnesses Signature	Witnesses Name In Full (Including Middle Names)
Witnesses Address	City
<b>Please Initial and Date each page of the quote and Terms and Conditions</b>	