Wentworth Distributors NZ Limited – Terms & Conditions of Trade

- Definitions
 "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to \$9. Contract.
 WDNZL" means Wentworth Distributors NZ Limited, its successors and assigns or any 1.2
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information (where applicative), previous destin applicatives, deem instory and phosing readedlists.

Cookies' means small files which are stored on a user's computer. They are designed to 10.3 hold a modest amount of data (including personal information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. If the client's computer is the properties of the background when using religible to the cookies of the client's computer is the using the client's computer of the user of the client's computer of the client is the cookies of the client's computer of the client's the cookies of the client's computer of the client's computer of the client's continuous c 1.6

caluse to below. Acceptance 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 or accepts Delivery of the Goods.

of the Goods. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.

Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.

The Client acknowledges that:
(a) the supply of Goods on credit shall not take effect until the Client has completed a credit application with WDNZL and it has been approved with a credit limit established for the account; and 2.2

2.4

(a) the supply of Goods on credit shall not take effect until the Client has completed a credit application with WDNZL and it has been approved with a credit imit established for the account; and
(b) in the event that the supply of Goods request exceeds the Clients credit limit and/or the account exceeds the payment terms, WDNZL reserves the right to refuse Delivery; and (c) the supply of Goods for accepted orders may be subject to availability and if, for any 11. reason, Goods are not or cease to be available. WDNZL reserves the right to vary the 11.1 Price with attensive Goods as per clause 5.2 subject to pror continuation and 11. Price with attensive Goods as per clause 5.2 subject to pror continuation and the Client agree to such changes. WDNZL shall not be liable to the Client agree to such changes. WDNZL shall not be liable to the Client agree to such changes. WDNZL shall not be liable to the Client agree to such changes. WDNZL shall not be liable to the Client agree to such changes. WDNZL shall not be liable to the Client for your boss or damage the Client suffers due to WDNZL exercising its rights under this clause. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or 11.2 any other applicable provisions of that Act or any Regulations referred to in that Act.

Errors and Omissions

The Client acknowledgel and accepts that WDNZL shall, without prejudice, accept no lither activities of the Contract and/or administration of this Contract and/or without provided to the set of the respect of the Services.

In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or with unknowled or diversity. The Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

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attributable to the negligence and/or wiful misconduct of WDNZI; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

Change in Control

The Client shall give WDNZI. 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 11.3 including but not limited to, chirages in the Client's name, address and contact phone or fax numbers', change of trustees or business practice). The Client shall be liable for any loss in the Client's control of the Client's fall the Islable for any loss in the Client's control of the Client's fall the Islable for any loss in the Client's control of the Client's fall the Islable for any loss in the Client's salid be either:

(a) as indicated on any invoice provided by WDNZI to the Client; or

(a) ENDNZI's soulded price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

WDNZI's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

WDNZI's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.

WDNZI's reserves the right to change the Phice if a variation to timplet to, for overseas a chassadone that may more as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance changes) will be changed for on the basis of WDNZI's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.

At WDNZI's sole discretion adepost may be required.

Time for payment for the Goods being of the essence, the Price will be payable by the Client on the dates determined by WDNZI, which may be:

(a) on believery of the Goods.

(b) very expected on any invoice or other form as being the date for payment

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(a) The Uterit of the Uteritan's instituted carrier lanes processors of the Control address; or (b) WDNZL (or WDNZL's nominated carrier) delivers the Goods to the Client's nominated 14.2 address even if the Client is not present at the address.

Al WDNZL as oblied scredion the cost of Delivery is in addition to the Price.

WDNZL may deliver the Goods in separate installments. Each separate installment shall be invoiced and paid in accordance with the provisions in these terms and conditions. Any time specified by WDNZL for Delivery of the Goods is an estimate only and WDNZL will not be lable 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 endeavor to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that WDNZL is unable to supply the Goods as agreed solely due to any action or inaction of the Client, then WDNZL shall be entitled to charge a reasonable tee for redelivery and/or storage. 6.4

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7. 7.1 e Goods: the Goods shall be at the Client's risk from the time of delivery and the Client shall be (a)

tesponsible for insuring the Goods.

(b) the Client may retain possession of the Goods until the Client sells them or WDNZL 15. requires re-delivery of them to WDNZL, whichever first occurs.

(c) If WDNZL requires re-delivery of the Goods such re-delivery shall be at the Client's occ

cost. (d) the Client shall notify WDNZL on a fortnightly basis of all consignment Goods sold 16. during that fortnightly period and shall within seven (7) days of that fortnightly advice 16.1 pay WDNZL for the Goods sold.

pay WDNZL for file Göods sold.

Product Specifications
The Client acknowledges that:
(a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and 16.2 weights stated in WDNZL's or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contradt, unless 16.3 which was the contradiction of the Contradt, unless 16.3 which was the contradiction of figures to the Client regarding the performance of the Const, the Client acknowledges that WDNZL has given these in 17.1 good faith, and are estimates based on industry prescribed estimates.

sk sk of damage to or loss of the Goods passes to the Client on Delivery and the Client must sure the Goods on or before Delivery. insure the Goods on or before Delivery.

If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, WDNZL is entitled to receive all insurance proceeds payable for the 17.3 Goods. The production of these terms and conditions by WDNZL is sufficient evidence of WDNZL is printed to receive the insurance proceeds without the need for any person dealing with WDNZL to make further enquiries. If the Client requests WDNZL to believe Goods outside WDNZL's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's 17.4 sole risk.

2 IRSA. Client acknowledges that Goods supplied may exhibit slight variations of colour, shade brightness within tolerances specified by the manufacturer. While every effort will be not by WDKZL to minimise such variations, WDKZL shall not be liable in any valsoever, where such variations occur between batches of product or sale samples and final product supplied.

Wildsberg, M. The final product supplied.

The final product supplied.

WDNZL and the Client agree that ownership of the Goods shall not pass until:

(a) the Client has paid WDNZL all amounts owing to WDNZL, and

(b) the Client has met all of its other obligations to WDNZL.

Receipt by WDNZL of any form of payment other than cash shall not be deemed to be 18. payment until that form of payment has been honoured, deared or recognised. Its further agreed that until ownership of the Goods passes to the Client in accordance with clause 10.1:

(a) the Client is only a bailee of the Goods and must return the Goods to WDNZL on recuest.

the Client is only a ballee of the Goods and must return the Goods to WUNZL on request; the Client holds the benefit of the Client's insurance of the Goods on trust for WDNZL 18.2 and must pay to WDNZL the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; the Client must not sell, dispose, or otherwise part with possession of the Good 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 18.3 of any such act on trust for WDNZL and must pay or deliver the proceeds to WDNZL on demand;

demand; 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 WDNZL and must sell, dispose of or return the resulting product to WDNZL

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occurred, 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 MMNJT: and otherwise give away any interest in the Goods while they remain the property of WDNZL, and working the proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client. Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that.

(a) these terms and conditions constitute a security security and conditions constitute a security security. (g)

these terms and conditions constitute a security agreement for the purposes of the PPSA; and

(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 and/or collateral (account) – being a monetary obligation of the Client to WDNZL for Services – that have previously been supplied and that will be supplied in the future by WDNZL to the Client.

The Client undertakes bi:
(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 WDNZL may reasonably expertly Securities Register;

Fropertly Securities Register;

Indemnify and upon demand reimburse, WDNZL for all expenses incurred in registering a financing statement or financing change statement on the Personal Propertly Securities Register or releasing any Goods charged thereby;

(c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of WDNZL; and

(d) immediately advise WDNZL 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 selles.

sales.

WDNZL and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.

Unless otherwise agreed to in writing by WDNZL, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.

The Client shall unconditionally ratify any actions taken by WDNZL under clauses 11.1 to 11.5.

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Security and Charge

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In consideration of WDNZL agreeing to supply the 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 19.7 to, the payment of any money). The Client indemnifies WDNZL from and against all WDNZL's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising WDNZLs nights under this clause. The Client invectorally appoints WDNZL and each director of WDNZL as the Client's true The Client's exercised by the Client's provided that its clause. The Client invectorally appoints WDNZL and each director of WDNZL as the Client's total clause 12 including, but not limited to, signing any document on the Client's behalf.

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(c) WDNZL will not be liable for Goods which have not been stored or used in a proper

(c) WDNZL, will not be liable for Goods which have not been stored or used in a proper manner, and

(d) the Goods are returned in the condition in which they were delivered and with all packaging material, brockness and instruction material in as new condition as is reasonably possible in the circumstances.

WDNZL may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of twenty percent (20%) of the value of the returned Goods plus any freight. Subject to clause 13.1, non-stocklist items or Goods made to the Client's specifications are not acceptable for credit or return.

Subject to the conditions of warranty set out in clause 14.2 WDNZL warrants that if any defect in any workmanship of WDNZL becomes apparent and is reported to WDNZL within twelve (12) months of the date of Delivery (time being of the essenci) then WDNZL will have conditions applicable to the warranty syen by dates the careful or acceptable of the client to flow any or any defect or damage which may be caused by or arise through.

(i) failure on the part of the Client to follow any instructions or guidelines provided by WDNZL: or (iii) any use of any Goods otherwise than for any application specified on a quote or order form; or (iv) the continued use of any Goods after any defect becomes apparent or would have

(iii) any use of any Goods otherwise than for any application specified on a quote or order form; or (iv) the continued use of any Goods after any defect becomes apparent or would have 22.3 became apparent or a reasonably prudent operator or user; or (v) experience apparent or a reasonably prudent operator or user; or (v) experience apparent or a reasonably prudent operator or user; or (v) experience apparent or a reasonably model or user; or (v) experience apparent or would have 22.3 became the terms of the warranty if the workmanship is repaired, altered or overhauled without WDNZI is consent. (c) in respect of all claims WDNZI, shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's dam. Undeclured by WDNZI, the warranty shall be the current warranty brovided by the manufactured by WDNZI, the warranty shall be the current warranty brovided by the manufacturer of the Goods. WDNZI, shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given Consumer Guarantees Act 1993.

If the Client is accouring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993. ("CGA") do not apply to the supply of Goods by WDNZI, to the Client.

acknowledges that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of Goods by WDNZL to the Client.

Intellectual Properly Hong Month of the Client, then the copyright in any designs and drawings and documents shall remain the property of WDNZL. Under no circumstances may such designs, drawings and documents be used without the express written approval of WDNZL. Under no circumstances may such designs, drawings and documents be used without the express written approval of WDNZL will not cause WDNZL to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify WDNZL against any action taken by a third party against WDNZL in respect of any such infringement.

The Client agrees that WDNZL may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which WDNZL has created for the Client.

Default and Consequences of Default Interest on overtice Involves 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 22.9

(and at WDNZL's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes WDNZL any money the Client shall indemnify WDNZL from and against all costs and disbursements incurred by WDNZL in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, WDNZL so rights or remedies WDNZL may have under this Contract, if a Client Further to any other injusts or remedies WDNZL may have under this Contract, if a Client shall be label for the amount of the reversal transaction, in addition to any further costs incurred by WDNZL under this clause 17 where it can be proven that such reversal is found to be illegal, frauduent or in contravention to the Client sobiligations under this Contract. Without prejudice to WDNZL's other remedies at law WDNZL shall be entitled to cancel all or any part of any order of the Client while become immediately payable if. (a) any money payable to WDNZL becomes overdue, or in WDNZL's opinion the Client will be unable to make a payment when it falls due;

(b) the Client has exceeded any applicable credit limit provided by WDNZL; or proposes or creditors, or marrangement with correlators, or makes an assignment for the benefit of its creditors, or marrangement with cardiors, or makes an assignment for the benefit of its creditors or the Client or any asset of the Client.

Cancellation

In respect of the Client or any asset of the Client.

Cancellation
Without prejudice to any other remedies WDNZI, may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions WDNzI may suspend or terminate the supply of Goods to the Client. WDNZI will not be liable to the Client for any loss or damage the Client suffers because WDNZI has exercised its rights under this clause.
WDNZI may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Client of no cining such notices WDNZI, shall repose to the Client any money paid by the Client.

Delivery of Goods at any time before the Goods are delivered by giving written notice to the client. On giving such notice WDNZL shall repay to the Client any money paid by the Client for the Goods. WDNZL shall not be liable for any loss or damage whatsoever arising from such cancellation. In the event that the Client cancels Delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by WDNZL as a direct result of the cancellation (including, but not limited to, any loss of profits). Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist lems, will definitely not be accepted once production has commenced, or an order has

all loss incurred (whether direct or indirect) by WDNZL as a direct result of the cancellation (including, but not limited to, any loss of profisis).

Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist tenss, will definitely not be accepted once production has commenced, or an order has been placed.

Personal information as defined and referred to in clause 19.3 and therefore considered confidential. WDNZL acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 ('the Act') including Part II of the OECD Couldelines and as set out in Schedue 5A of the Act and any statutory requirements where relevant in a European Economic Area *EEA* under the EU Data Privacy Laws (including the General Data Privacy Laws (including the General Data Privacy Laws) (with the General Data Privacy Laws). WDNZL acknowledges that in the event it becomes aware of any data breaches and/or stocksource of the Client's Personal Information nust be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law. Notwithstanding datus 19.1, privacy limitations will extend to WDNZL in respect of Cookies where the Client utilises WDNZL's website to make enquiries. WDNZL agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Clients.

(i) tracking website usage and traffic; and consense to the Client with the Client townser including removing Cookies on WDNZL's website and later wishes to withdraw that consent, the Client may manage and control WDNZL's privacy controls via the Clients are available to WDNZL use of Cookies on WDNZL surpace detai

Any written notice given under this Contract shall be deemed to have been given and

Any written notice given under this Contract shall be deemed to have been given and received:

(a) by handing the notice to the other party, in person;
(b) by leaving it at the address of the other party as stated in this Contract;
(c) by sending it by registered post to the address of the other party as stated in this Contract;
(d) if sent by facesimile transmission to the fax number of the other party as stated in this Contract;
(d) if sent by facesimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of continuation of the transmission;
(e) if sent by facesimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of continuation of the transmission;
(e) favorable that the state of the contract at the time when by the ordinary course of post, the notice would have been delivered.

If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any frust if Trust;) then whether or not WDNZL may have notice of the Trust, the Client coverants with WDNZL as follows:

(a) the Contract extends to all rights of indemnity which the Client now or subsequently of the Client has full and compiler power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purpor to exclude or take away the right of indemnity or commit any breach of trust or the a party to any other action which might prejudice that right of indemnity or the following events.

(b) the Client will not writhout consent in writing of WDNZL (WDNZL will not unreasonably writhhold consent), cause, permit, or suffer to happen any of the following events.

(b) the contract of the contract of the trust trustee of the Trust;

(c) the Client will not writhout consent in writing of WDNZL (WDNZL will not unreasonably writhhold consent), cause, permit, or suffer to happen

22.2

(iv) any resettlement of the trust property.

General

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 enforceablity of the remaining provisions that no the affected, prejudiced or impaired.

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 Auckland Courts, New Zealand.

22.8

Inese terms and containors and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Auckland Courts, New Zealand to the eatent permitted by law "CGA". WDNZL shall be under no liability whatsoever to the Client or any indirect and ordior consequential loss and/or scenesie (including loss of profit) suffered by the Client arising out of a breach by WDNZL of these terms and conditions (alternatively WDNZL's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). WDNZL may learn stage of the Cooks of the Cooks of the Cooks of WDNZL may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract without the Work of work of the Cooks of the Cooks of work of wo