1. General Conditions of Sale and Delivery

Status: 1/01/2020

1. Scope; Offers. Unless otherwise agreed in writing, and to the fullest extent permitted by law, these General Conditions of Sale and Delivery (the "Conditions") apply exclusively to every Contract (as defined below) to the exclusion of any other terms, conditions or promises, whether oral or written, to which it may be subject, unless otherwise agreed by and between Purchaser and Seller (the "Contract") to which these Conditions are attached or which incorporates these Conditions by reference. For the avoidance of doubt, "written" shall mean a document signed by the Purchaser or Seller in accordance with the Quotation (as defined below). The Purchaser’s acceptance of or response to such an offer (regardless of the media or means of acceptance or rejection) shall be limited to the terms of the offer, unless and until a contract is formed by the execution of a contract documents in Writing from the Purchaser to us) shall take effect as the Purchaser’s offer to purchase the Goods on these Conditions and the terms and the Conditions in the Quotation (the "Order") provided that Purchaser may only form an Order by formally acknowledging the above-mentioned order confirmation in Writing or fulfilling the Order. "Contract" as used herein shall mean an agreement between the Purchaser and Seller arising from, referred to in, or related to the Goods as a result of (i) the terms and conditions referred to in the seller’s Quotation, (ii) a modification of or cancellation of a Contract, shall be made in Writing. Other written references shall be made electronically.

2. Advice and Services. All technical advice, services and recommendations by us and our affiliates are given in our discretion and subjective judgment, and are intended for use only by suitably qualified and skilled persons having the relevant know-how to use our products and services in a safe manner. To the extent that any person is not qualified or experienced in the matters covered by our technical advice, services and recommendations, given at our discretion and subjective judgment, is at its own risk, and we assume no responsibility for the use thereof, or for any injury, death or damage resulting therefrom, and any advice contained herein, we disclaim all and any liability, to the maximum extent allowed by law, for any injury, death or damage resulting therefrom, subject to the Purchaser’s decision (exercised freely), to place reliance on our technical advice, services and recommendations.

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reasonably apparent from such inspection within two (2) working days from discover-
y, or from the date it should have been discovered through reasonable investiga-
tion. If the Purchaser does not notify us in Writing of any defect within such time period, the Purchaser shall be deemed to have waived its right to inspect the Goods, and the reading done by us on the Goods at our discretion, shall be conclusive evidence of the condition of the Goods therein, and its accuracy shall not be disputed by the Purchaser under any circum-
stance.

13. Rights of Purchaser in Case of Defects. Defect claims shall only be valid if, at the time of Delivery of the Goods from the agreed product properties is substantial and material; or, if the usability of the Goods is substantially and mate-
rially undermined by virtue of any defect or failure directly or indirectly due to the Purchaser’s actions/omissions or use (including, but not limited to the lack of proper storage facilities), or fair wear and tear. In the event of justified and rightly raised claims by the Purchaser, the Purchaser shall have the right of discretion, to either make the necessary repairs or replacements, repair the defective Goods or refund the price of the defective Goods. We shall always be granted a reasonable period of time to provide such replacement, repair or refund.

14. Limited Warranty; Liability.

14.1 WE MAKE NO REPRESENTATION OR WARRANTY OF FITNESS OF THE GOODS FOR ANY PARTICULAR PURPOSE. ANY KIND OF WRITTEN OR ORAL REPRESENTATION OR IMPLIED PROMISE OR PROMISE OF ANY KIND OR DESCRIPTION MADE BY US IS NOT EXPRESS OR IMPLIED. THE PURCHASER, BY PURCHASING THE GOODS FROM US, HEREBY REPRESENTS THAT IT HAS MADE ITS OWN INFORMED DECISION (INCLUDING SEEKING INDEPENDENT LEGAL ADVICE, IF IT DEEMS NECESSARY) TO PURCHASE THE GOODS AND HAS NOT RELIED ON ANY REPRESENTATION (WHETHER ORAL OR WRITTEN) MADE BY US IN ITS DECISION TO PURCHASE THE GOODS, SUBSEQUENTLY, WE SPECIFICALLY DISCLAIM ANY WARRANTY WITH RESPECT TO PURCHASER’S OR ITS CUSTOMERS’ USE, DIRECTLY OR INDIRECTLY, OR THE GOODS SOLD HEREUNDER, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY BUT NOT LIMITED TO THE CONTRACT AND COMMERCIAL LAW ACT 2017 AND THE CONSUMER GUARANTEES ACT 1993. IN NO EVENT WILL WE BE LIABLE FOR INCIDENTAL OR OTHER REMOTE DAMAGES, LOSS OF PROFIT, LOSS OF BUSINESS OR OTHER FINANCIAL LOSS ARISING UNDER OR IN CONNECTION WITH THE CONTRACT OR OTHERWISE BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, TORT OR ANY OTHER CAUSE OF ACTION. 14.4 The limitations of liability set forth in clauses 14.2 and 14.3 shall be applied separately to each item of the Goods which resulted in the said losses to the Purchaser, if (i) it concerns claims due to injuries to life, body or health caused by our negligence, and (ii) to the extent applicable, as permitted by the applicable law.

15. Statute of Limitation. To the extent legally permissible, the limitation pe-
d for any claim by the Purchaser hereunder shall be twelve (12) months from the time the Goods have been Delivered or should have been Delivered.


16.1 The performance of the Contract by us shall be subject to the following conditions: (i) all necessary export licences, permits and other permissions being obtained; (ii) the export of the Goods from the Country of Origin or any other relevant authorizations for the intended destination and Use of the Goods; (iii) if we are required to have any permit or licence from any governmental or regulatory body, such permit or licence being granted to us at the time of Delivery or performance of the Contract and such registration has not been obtained by us or has not been granted, we shall be entitled to, by giving notice of our intention to terminate the Contract (the "Suspension/ Termination Notice"), suspend the performance of the Contract without any liability for such suspension or termination whatsoever. 17.2 If at the time of the Suspension/Termination Notice, the Goods have been Delivered in full, payment shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary, and the Purchaser shall be entitled to retain such Security given or monies paid by the Purchaser and apply the said Security or monies against the assessed losses and damages, if any, suffered by us, or if there is no such Security or monies paid by the Purchaser, to recover the same amount. 17.3 In the event where the Contract has been suspended for a period of time and in our reasonable opinion the situation is deemed irremediable, we shall be entitled to terminate the Contract forthwith in Writing.

18. Applicable Law. The Contract (including the Conditions) and any dispute or claim arising out of or in connection therewith or relating to the validity thereof shall be governed by the laws of New Zealand. The United Nations Convention on Contracts for the International Sale of Goods (CISG) dated 11 April 1980 (and any legislation adopting such Convention, including the Contract and Commercial Law Act 2017) or any subsequently enacted treaty or convention shall not apply to or govern the Contract or the performance thereof or any aspect of any dispute arising therefrom.

19. Place of Jurisdiction. The Purchaser and we irrevocably submit to the exclusive jurisdiction of the courts of New Zealand.