

1. What is the purpose of these terms and conditions of trade?

1.1 These are the terms and conditions of trade that apply when you (“you” and “your”) decide to purchase **products and services** from **Dapsco Ltd t/a NuRange Products** (“we”, “us” and “our”).

2. What information about you can we collect?

2.1 You agree that before we decide to supply **products and services** to you, we may obtain information about you to assess your credit worthiness, enforce any rights under this contract and market any of our products and services to any other entity. You agree that we may give that information to any person for the above purposes, but you may withdraw your consent at any time.

2.2 You may access any information that we hold about you and ask us to correct any mistakes in it.

3. What are our products and services?

3.1 In these terms and conditions “**products and services**” means all shade products and includes without limitation the following:

- the manufacture and supply of fabrics, shade structures and systems, complete shade structure kit sets, fitting hardware; and
- all concept and design services and the supply of marketing and promotional materials including web content, images and brochures, marketing campaigns and the supply and installation of display units.

4. What is our price?

4.1 The price is the cost of the **products and services** as agreed between you and us.

4.2 If no price is stated in writing, the **products and services** will be deemed to be supplied at the current prices applicable at the time of the contract.

5. When are you required to pay us?

5.1 You agree to pay us:

- on or before the 20th day of the month following the date of our invoice (“the due date”);
- interest may be charged on any amount you owe us after the due date at the rate of 2.5% per month or part month; and
- any costs, including debt collection and legal costs, which we may incur as a consequence of having to enforce any of our rights contained in this contract, shall be payable by you.

6. What security rights do we have?

6.1 Until you have paid us in full for all **products and services** supplied, we retain ownership of the **products** we supplied.

6.2 Until you have paid us in full for all **products and services** supplied, it is agreed that pursuant to the Personal Properties Security Act 1999, we have a security interest in all of the **products** we supplied.

6.3 Until you have paid us in full for the **products and services** supplied, we shall be entitled to lawfully repossess from you all **products** supplied by us to you and you grant us an irrevocable authority and licence to enter any premises for that purpose.

7. When are you responsible for the products supplied?

7.1 We are responsible for the **products** supplied by us until they are delivered to you.

7.2 Delivery to you is complete when we give the **products** we are supplying directly to you or leave them on site. Thereafter you are responsible for insuring the **products** supplied by us.

7.3 The time stated for delivery is an estimate only and we are not responsible or liable for any loss incurred by you due to any delay by us in delivering the **products and services** to you.

8. Who owns the intellectual property rights?

8.1 You agree that we own all existing and new intellectual property rights that are connected with the **products and services** we supplied including owning copyright in all shade systems, work, designs, concepts, drawings, systems, solutions, specifications, electronic data and documents that we have produced in connection with the **products and services** supplied by us.

8.2 You further agree and undertake that anything you instruct us to do will not cause us to infringe any patent, registered design or trademark and that you agree to indemnify us against any loss or damage (including legal costs and any monetary sum paid by us as a settlement) incurred by us as a consequence of any action taken by a third party against us in respect of any such infringement.

9. What is the limitation on our liability?

9.1 You agree that if we are deemed to be liable to you for any loss or damage of any kind whatsoever, arising from the supply of **products and services** by us to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including our negligence) then our liability to you is limited in its aggregate to the price of the **products and services** supplied.

10. When may we cancel our contract with you?

10.1 In addition to any other cancellation or suspension entitlements, we have the right by notice to suspend or cancel any part of any contract for the supply of **products and services** to you if you fail to pay any money owing after the due date.

10.2 Any cancellation or suspension will not affect our claim for money due to us at the time of cancellation or suspension, damages for any breach of your obligations to us under these terms and conditions and any other legal rights we have.

11. Is there a warranty?

11.1 A manufacturer’s warranty applies where applicable.

11.2 Any written warranty that we provide also forms part of these terms and conditions and therefore our contract with you.

12. What else are you agreeing to?

12.1 We are not liable for delay or failure to perform our obligations, if the cause of the delay or failure is beyond our control.

12.2 If we fail to enforce any of the terms and conditions contained in this contract it shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.

12.3 If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.

12.4 These terms and conditions are governed exclusively by the laws of New Zealand.

12.5 Should any dispute arise between us then it is agreed we will both make every attempt to fairly resolve such dispute.

12.6 If a settlement of a dispute between us is not possible, then it is also agreed that any legal proceedings initiated by either of us to resolve such a dispute must be filed in and determined by, the law Courts of New Zealand.