

TERMS AND CONDITIONS OF TRADE

1. Definitions

In these Terms and Conditions of Trade:

"Account" means the Customer's account with the Vendor.

"Customer" means the person or entity making the application or any person acting with ostensible authority on behalf of the Customer.

"Guarantor" means any party executing a guarantee of the Customer's Account with the Vendor.

"Order" or "Orders" means the order or orders of the Customer to the Vendor to supply Services.

"PPSA" means the Personal Property Securities Act 1999

"Services" means services supplied by the Vendor to the Customer at any time.

"Vendor" means Master Plumbers, Gasfitters & Drainlayers NZ Incorporated.

2. Orders

Orders will be on such forms as the Vendor may require from time to time.

3. Acceptance

Each Order shall constitute acceptance by the Customer of these Terms and Conditions of Trade.

4. Prices

All prices quoted are based on New Zealand currency. Prices are subject to change without notice. All Orders will be charged at prices prevailing at the date of each Order.

Unless otherwise stated all prices quoted are in New Zealand dollars and are exclusive of Goods & Services Tax (GST).

5. Terms of Payment

- Unless otherwise specified, payment for all Services shall be made no later than the 20th day of the month following supply.
- The Vendor may, at its sole discretion, require payment of a deposit by the Customer prior to processing.
- An administration fee may be charged on all overdue amounts in addition to any other charges pursuant to this clause.
- Interest will accrue on all amounts overdue at the rate of 2.5% per month and will be calculated on a day by day basis until payment is made in full.
- All costs of or incurred by the Vendor as a result of a default by the Customer including but not limited to administration charges, debt collection costs and legal costs as between solicitor and client shall be payable by the Customer.
- If the Customer defaults in any payment or commits any act of bankruptcy or any act which would render it liable to be wound up or if a resolution is passed or proceedings are filed for the winding up of the Customer or if a receiver is appointed for all or any assets of the Customer, the Vendor may cancel any Order without prejudice to any other rights it may have and payment for all completed Orders shall immediately become due.

6. Refunds

- The Vendor reserves the right to cancel or reschedule courses if numbers are insufficient. In such cases we shall make full refunds of any fees paid by you. In the event of a cancellation you agree that apart from a full refund of any fees paid, we are not liable to you for any other costs incurred by you in relation to the cancelled course. Non attendance does not constitute a refund.
- Should there be a reason that an individual cannot attend the course for whatever reason the following refund percentages apply:
 - 1 - 14 days 50% refund
 - 14 - 30 days 100% refund

7. Payment Allocation

The Vendor may in its discretion allocate any payment received from the Customer towards any invoice that the Vendor determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer the Vendor may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Vendor, payment shall be deemed to be allocated in such manner as preserves the maximum value of the Vendor's purchase money security interest in the products.

8. Errors or Omissions

Clerical errors or omissions, whether in computation or otherwise in the quotation, acknowledgement or invoice shall be subject to correction.

9. Events of Default

All payments shall become immediately due to the Vendor and the Vendor may at its option suspend or terminate these Terms and Conditions of Trade and/or exercise any of the remedies available to it under these Terms and Conditions of Trade in the event that:

- a receiver is appointed over any of the assets or undertaking of the Customer;
- an application for the appointment of a liquidator is filed against the Customer which remains unsatisfied for a period of 10 days, or any of the conditions necessary to render the Customer liable to have a liquidator exist, or a liquidator is appointed;
- the Customer goes into voluntary liquidation, amalgamates with another company or acquires its own shares in accordance with the Companies Act 1993;
- the Customer suspends payments to its creditors or makes or attempts to make an arrangement or composition or scheme with its creditors; or
- the Customer becomes insolvent within the meaning of the Insolvency Act 2006 or is, becomes, or is presumed to be unable to pay its debts as they fall due as defined in section 287 of the Companies Act 1993, or commits any act of bankruptcy.

10. Liability

- The Vendor's liability to the Customer shall be limited to the value of the Order supplied.
- The Sale of Goods Act 1908, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon the Vendor

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 the Vendor the Vendor'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.

- Except as otherwise provided above the Vendor shall not be liable for any loss or damage of any kind whatsoever, arising from the supply of Services by the Vendor 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 Services provided by the Vendor to the Customer.
- The Customer shall indemnify the Vendor 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 the Vendor or otherwise, brought by any person in connection with any matter, act, omission, or error by the Vendor its agents or employees in connection with the Services.

11. Personal Guarantee of Company Directors or Trustees

If the Customer is a Company or Trust, the Director(s) or Trustee(s) signing this contract, in consideration for the Vendor agreeing to supply Services and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally guarantee as principal debtors to the Vendor the payment of any and all moneys now or hereafter owed by the Customer to the Vendor and indemnify the Vendor 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 these Terms and Conditions of Trade. The signatories and the Customer shall be jointly and severally liable under these Terms and Conditions of Trade and for payment of all sums due hereunder.

12. Assignment

- The Customer shall not assign all or any of its rights or obligations under this contract without the written consent of the Vendor.
- The Vendor is entitled at any time to assign to any other party all or any part of a debt which is owing to the Vendor.
- The Vendor may also assign or sub-contract any part of the work which is to be performed under any contract.
- In respect of any assignment by the Vendor pursuant to this clause, the Assignee shall be entitled to the full rights of the Vendor.

13. Disputes

- In the event of any dispute arising between the Vendor and the Customer, such dispute shall in the first instance be referred to mediation for resolution.
- In the event that resolution by mediation is not achieved to the satisfaction of both parties within 30 days of referral to mediation, either party may then take legal action to resolve the dispute.
- Nothing in this clause prevents the Vendor from taking legal action to enforce payment of any debt due, nor where required to seek interlocutory or injunctive relief.

14. Notices

All notices required or committed under these Terms of Trade are to be served as provided in sections 353, 359, 360 and 361 of the Property Law Act 2007 and section 387 of the Companies Act 1993, or by facsimile, in which case notice is deemed to be given the day after sending.

15. Validity

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.

16. Changes of General Terms and Conditions

- The Vendor may at any time refuse an Order by the Customer or decline to approve any application by the Customer for any reason whatsoever.
- The existence of an account by the Customer with the Vendor does not automatically entitle the Customer to credit in the future.
- Failure by the Vendor to enforce any of the terms and conditions contained in these Terms and Conditions of Trade shall not be deemed to be a waiver of any of the rights or obligations the Vendor has under these Terms and Conditions of Trade.
- The Vendor may from time to time by written notice to the Customer amend, add to or repeal the trading conditions covered by this Agreement or may substitute any fresh trading conditions and such amendment, addition or substitute trading conditions shall be binding on the Customer fourteen days after the date of delivery of the notice.

30 Force Majeure

Neither the Vendor nor the Customer will be liable to the other for any breach of this Agreement by any extraordinary occurrences which are beyond the reasonable control of the party in question.

31 Entire Agreement

These Terms and Conditions of Trade constitute the entire agreement and supersede and extinguish all prior agreements and understandings between the Vendor and the Customer.

32. Other Agreements

If there is inconsistency between these Terms and Conditions of Trade and any order submitted by the Customer or any other arrangement between the Vendor and Customer, these Terms and Conditions of Trade prevail unless otherwise agreed in writing by the parties.

17. Governing Law

These Terms and Conditions of Trade will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand Courts will have exclusive jurisdiction over any dispute in relation to the Services.