

1. DEFINITIONS

- 1.1 "V Tapes" shall mean V Tapes Limited, or any agents or employees thereof.
- 1.2 "Customer" shall mean the Customer, any person acting on behalf of and with the authority of the Customer, or any person purchasing products and services from V Tapes.
- 1.3 "Products" shall mean:
 - 1.3.1 all Products of the general description specified on the front of this agreement and supplied by V Tapes to the Customer; and
 - 1.3.2 all Products supplied by V Tapes to the Customer; and
 - 1.3.3 all inventory of the Customer that is supplied by V Tapes; and
 - 1.3.4 all Products supplied by V Tapes and further identified in any invoice issued by V Tapes to the Customer, which invoices are deemed to be incorporated into and form part of this agreement; and
 - 1.3.5 all Products that are marked as having been supplied by V Tapes or that are stored by the Customer in a manner that enables them to be identified as having been supplied by V Tapes; and
 - 1.3.6 all of the Customer's present and after-acquired Products that V Tapes has performed work on or to or in which goods or materials supplied or financed by V Tapes 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 "Products" shall also mean all products, goods, services and advice provided by V Tapes to the Customer and shall include without limitation the manufacture and supply of all products, associated fittings and all charges for labour, insurance charges, or any fee or charge associated with the supply of Products by V Tapes to the Customer.
- 1.5 "Price" shall mean the cost of the Products as agreed between V Tapes and the Customer and includes all disbursements eg charges V Tapes pay to others on the Customer's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- 2.1 Any instructions received by V Tapes from the Customer for the supply of Products shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. COLLECTION AND USE OF INFORMATION

- 3.1 The Customer authorises V Tapes 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 Products provided by V Tapes to any other party.
- 3.2 The Customer authorises V Tapes to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 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 Unless otherwise stated all prices as displayed on advertising, website, marketing material are in NZD (New Zealand Dollars).
- 4.2 Where no price is stated in writing or agreed to orally the Products shall be deemed to be sold at the current amount as such Products are sold by V Tapes at the time of the contract.
- 4.3 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products that is beyond the control of V Tapes between the date of the contract and delivery of the Products.

5. PAYMENT

- 5.1 Payment for Products shall be made in full before dispatch / collection unless customer is holding an approved current trading account with V Tapes, therefore payment maybe made before the 20th day of the month following the date of the invoice ("the due date").
- 5.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.3 Any expenses, disbursements and legal costs incurred by V Tapes 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.
- 5.4 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.5 A deposit may be required.

6. AGENCY

- 6.1 The Customer authorises V Tapes to contract either as principal or agent for the provision of Products that are the matter of this contract.
- 6.2 Where V Tapes enters into a contract of the type referred to in clause 6.1 it shall be read with and form part of this agreement and the Customer agrees to pay any amounts due under that contract.

7. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 7.1 Title in any Products supplied by V Tapes passes to the Customer only when the Customer has made payment in full for all Products provided by V Tapes and of all other sums due to V Tapes by the Customer on any account whatsoever. Until all sums due to V Tapes by the Customer have been paid in full, V Tapes has a security interest in all Products, should a PPSR (Personal Property Securities Register) be filed.
- 7.2 If the Products 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 Products shall remain with V Tapes until the Customer has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall be deemed to be assigned to V Tapes as security for the full satisfaction by the Customer of the full amount owing between V Tapes and Customer.
- 7.3 The Customer gives irrevocable authority to V Tapes to enter any premises occupied by the Customer or on which Products are situated at any reasonable time after default by the Customer or before default if V Tapes believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. V Tapes 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. V Tapes may either resell any repossessed Products 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 Products and credit the Customer's account with the invoice value thereof less such sum as V Tapes reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 7.4 Where Products are retained by V Tapes pursuant to clause 7.3 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.
- 7.5 The following shall constitute defaults by the Customer:
 - 7.5.1 Non payment of any sum by the due date.
 - 7.5.2 The Customer intimates that it will not pay any sum by the due date.
 - 7.5.3 Any Products are seized by any other creditor of the Customer or any other creditor intimates that it intends to seize Products.
 - 7.5.4 Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to V Tapes remains unpaid.
 - 7.5.5 The Customer is bankrupted or put into liquidation or a receiver is appointed to any of the Customer's assets or a landlord distains against any of the Customer's assets.
 - 7.5.6 A Court judgment is entered against the Customer and remains unsatisfied for seven (7) days.
 - 7.5.7 Any material adverse change in the financial position of the Customer.
- 7.6 If the Credit Repossession Act applies to any transaction between the Customer and V Tapes, the Customer has the rights provided in that Act despite anything contained in these terms and conditions of trade.

8. SECURITY INTEREST FOR SERVICE PROVIDERS

- 8.1 The Customer gives V Tapes a security interest in all of the Customer's present and after-acquired Property that V Tapes has performed services on or to or in which goods or materials supplied or financed by V Tapes have been attached or incorporated.

9. GENERAL LIEN

- 9.1 The Customer agrees that V Tapes may exercise a general lien against any Products or property belonging to the Customer that is in the possession of V Tapes for all sums outstanding under this contract and any other contract to which the Customer and V Tapes are parties.
- 9.2 If the lien is not satisfied within seven (7) days of the due date V Tapes may, having given notice of the lien at its option either:
 - 9.2.1 Remove such Products and store them in such a place and in such a manner as V Tapes shall think fit and proper and at the risk and expense of the Customer; or
 - 9.2.2 Sell such Products or part thereof upon such terms as it shall think fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.

10. DISPUTES

- 10.1 No claim relating to Products will be considered unless made within seven (7) days 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 impose obligations upon V Tapes 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 V Tapes, V Tapes 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 V Tapes shall not be liable for:
 - 11.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Products by V Tapes 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 Products provided by V Tapes to the Customer; and
 - 11.2.2 The Customer shall indemnify V Tapes against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of this clause whether caused or arising as a result of the negligence of V Tapes or otherwise, brought by any person in connection with any matter, act, omission, or error by V Tapes its agents or employees in connection with the Products.
 - 11.2.3 V Tapes recommends the Customer to test and evaluate Products on sample before purchase.
 - 11.2.4 The Customer shall satisfy him/herself prior to order that the Products/Service is suitable for the purpose for which the Customer requires it. Should the Products/Service subsequently prove to be unsuitable, V Tapes shall not be held liable for any consequential damage or loss incurred.

12. FREIGHT AND SHIPPING

- 12.1 All delivery charges are included in pricing displayed on website – if special charges apply V Tapes will advise Customer before completion of order.
- 12.2 All products that are in stock within NZ will be dispatched in the next available 2 working days.
- 12.3 Indent products that are specifically for a Customer or are not stocked in NZ an estimated delivery will be advised upon receipt of order.

13. WARRANTY

- 13.1 Manufacturer's warranty applies where applicable.
- 13.2 Any written warranty that V Tapes provide to the Customer will also form part of these terms and conditions of trade.

14. COPYRIGHT AND INTELLECTUAL PROPERTY

- 14.1 V Tapes, owns and has copyright in all work, designs, software, systems, solutions, specifications, electronic data and documents produced by V Tapes in connection with the Products provided pursuant to this contract and the client may use the Products only if paid for in full and for the purpose for which they were intended and supplied by V Tapes.

15. OCCUPATIONAL HEALTH AND SAFETY STANDARDS

- 15.1 The Customer is obliged to ensure:
 - 15.1.1 That all work sites comply with Occupational Health and Safety Statutory Requirements Regulations and Standards;
 - 15.1.2 That there is always proper means of access to the work site;

16. RETURN OF GOODS

- 16.1 Where goods have been expressly imported or manufactured by V Tapes or their sub-contractors to fulfil a particular specification, those goods cannot be returned.
- 16.2 Ex-stock products returned will be liable to a re-stocking fee of 10% of invoice total.
- 16.3 Credits will not be passed unless goods returned within 7 days and invoice number quoted, provided:
 - They are in a re-sellable condition in their original undamaged, unopened pack rolls.
 - Returned goods are at the Customers expense.

17. NON-ACCEPTANCE OF CONTRACT

- 17.1 V Tapes reserves the right to refuse acceptance of an order for Product if the conditions imposed by the head contract in respect of the completion date is such that it would not be physically possible to meet those obligations. Such refusal shall relate only to time and delivery and in no way be prejudiced by the price tendered.

18. MISCELLANEOUS

- 18.1 V Tapes shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 18.2 Failure by V Tapes 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 V Tapes has under this contract.
- 18.3 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.