

New Zealand Sales Terms and Conditions

APPLICATION

1. The Contract forms the basis on which Bluebox Technical Ltd supplies and sells Goods to the Customer. Each such supply and sale shall be effected pursuant to the terms of this Contract (unless in any specific case specifically agreed otherwise in writing). Any invoice or other document evidencing or describing any Goods is incorporated into and forms part of the Contract. Any variation to the Contract must be in writing and signed by a representative of Bluebox Technical Ltd.

PRICE

2. The Customer must pay the price for Goods indicated on the invoice (or other similar document) which is provided by Bluebox Technical Ltd for those Goods. Bluebox Technical Ltd can alter prices without notice and prices charged may be different from prices provided at the time of order.
3. The price shall be increased by the amount of any GST and other applicable taxes and duties if such taxes are not expressly included in the price. The Customer is bound to pay the price from the time that Bluebox Technical Ltd accepts the Customer's order. An order is not binding on Bluebox Technical Ltd until it is accepted by Bluebox Technical Ltd.
4. The Customer shall pay deposits, delivery and freight charges as set out in the invoice or Bluebox Technical Ltd's price list from time to time. Alterations to Bluebox Technical Ltd's price list shall be effective from the date specified by Bluebox Technical Ltd at the time of giving notice to the Customer.

PAYMENT

5. Payment is due on or prior to delivery unless Bluebox Technical Ltd has agreed in writing to provide the Customer with credit which case payment is due in accordance with the payment date in the invoice.
6. Bluebox Technical Ltd can vary the terms of any credit it provides to the Customer at any time. If Bluebox Technical Ltd considers the credit worthiness of the Customer is unsatisfactory then it can require security for payment, in addition to that already provided for in this Contract, before it supplies any more Goods to the Customer.
7. Bluebox Technical Ltd may impose a credit limit at its discretion, and alter the credit limit without notice. Where the credit limit is exceeded, Bluebox Technical Ltd can refuse to supply Goods to the Customer.
8. The Customer cannot withhold payment or make any deductions from any amount owing by the Customer without Bluebox Technical Ltd's prior consent.

DELIVERY

9. Bluebox Technical Ltd will use all reasonable efforts to deliver the Goods to the Customer on any delivery date specified. Bluebox Technical Ltd may deliver the Goods by instalments, and each instalment shall be treated as a separate contract. Bluebox Technical Ltd can impose minimum delivery requirements from time to time. Any time stated for delivery is an estimate only. Bluebox Technical Ltd is not liable for any delay in delivery.

RISK AND SECURITY INTEREST

10. Risk of any loss, damage or deterioration of or to the Goods passes to the Customer on delivery (or from the time the Customer fails to accept the Goods or requests delayed delivery). The Customer must ensure that the Goods are insured (for their full insurable value) with Bluebox Technical Ltd's interest noted on the policy.
11. (a) In the event Goods are damaged or partially lost during transit the Customer must, within 14 working days of delivery of the relevant Goods, provide Bluebox Technical Ltd written notice giving reasonable particulars of any such alleged damage or partial loss. The Customer acknowledges and agrees that no claim whatsoever shall be accepted by Bluebox Technical Ltd (or any of its agents) for any damage to, or partial loss of, Goods which occurred during transit of the Goods where written notice is not provided to Bluebox Technical Ltd within this period.
- (b) If you dispute an item on the invoice (item price and/or discounts) you must provide Bluebox Technical Ltd written notice within 14 working days from the invoice date failing which you waive all claims rights relating to the item price and discount.
12. The Customer grants a security interest to Bluebox Technical Ltd in each and every part of the Goods as

security for payment of that part and of each other part or parts of the Goods and for any other amounts owing by the Customer to Bluebox Technical Ltd from time to time, and for the performance by the Customer of all the Customer's other obligations to Bluebox Technical Ltd from time to time, ("Customer's indebtedness and obligations"). For the purposes of section 36 (1) (b) of the PPSA, and to ensure maximum benefit and protection for Bluebox Technical Ltd by virtue of section 36 (1) (b) (iii) of the PPSA, Bluebox Technical Ltd confirms and agrees that the Customer intends to and does grant to Bluebox Technical Ltd, as security for the Customer's indebtedness and obligations, a security interest in all of the Customer's present and after-acquired property except only for any such property which is or comprises items or kinds of personal property ("excepted property"):

- (a) in or to which the Customer has rights; and
- (b) which has not been supplied by Bluebox Technical Ltd to the Customer, other than any excepted property which is or comprises proceeds of any of that present and after-acquired property which has been supplied by the seller to the buyer.

13. While the Goods continue to secure the Customer's indebtedness and obligations the Customer must store the Goods separately and clearly identify the Goods as belonging to Bluebox Technical Ltd.

14. Bluebox Technical Ltd authorises the Customer in the ordinary course of its, the Customer's, business to use or sell for full consideration any Goods that are comprised in the Customer's inventory. This authority is revoked from the time that:

- (a) an Event of Default occurs; or
- (b) Bluebox Technical Ltd notifies the Customer in writing that this authority is revoked.

15. The Customer must advise Bluebox Technical Ltd immediately of any Event of Default or any action by third parties (including any of its creditors) affecting Bluebox Technical Ltd's security interest in the Goods.

16. The Customer agrees to do anything that Bluebox Technical Ltd reasonably requires to ensure that Bluebox Technical Ltd has a perfected security interest in all of the Goods and a purchase money security interest in each part of the Goods to the extent of the purchase price for that part.

17. Bluebox Technical Ltd may allocate amounts received from the Customer in any manner it determines, including in any manner required to preserve any purchase money security interest it has in any Goods.

18. The Buyer agrees to reimburse the Company for all costs and/or expenses incurred or payable by the Company in relation to registering, maintaining or releasing any financing statement or any other document, in respect of any security interest under the Contract.

CONTRACTING OUT OF THE PPSA

19. The Customer waives the right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the security interest under the Contract.

20. The Customer:

- (a) where Bluebox Technical Ltd has additional rights under Part 9 of the PPSA, those rights shall continue to apply;
- (b) agrees that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to this Contract, or the security under this Contract, and waives the Customer's rights under sections 121, 125, 129 and 131 of the PPSA.

WARRANTIES

21. Bluebox Technical Ltd only warrants that the Goods (but not including services for this purpose) are of the agreed quality and that any services are provided with due care and skill.

22. Bluebox Technical warrants that technical information and advice is current and accurate to the best of our knowledge. Differing materials, substrates, environments, site conditions, and product storage, handling and application may affect results. Users must carry out tests to decide the product's suitability for purpose.

23. To the maximum extent permitted by law, Bluebox Technical Ltd disclaims all warranties in relation to manufacture and use of the product. Bluebox Technical Ltd is not liable for representations made by users, suppliers or retailers about the product.

24. Bluebox Technical Ltd is not liable for any loss or damage resulting from incorrect, careless, or negligent use or storage of the product, including use of out of date product. Any liability arising from use of the product

is limited to the replacement or purchase price of the product. Bluebox Technical Ltd does not exclude rights and remedies that be excluded by legislation, for example under the Consumer Guarantees Act 1993.

25. If the Goods are acquired by the Customer for business purposes, the Customer agrees that the Consumer Guarantees Act 1993 ("CGA") does not apply. If the Customer on-sells the Goods then it must be a term of the sale contract that the CGA does not apply if the Goods are being acquired for business purposes.

26. The Customer indemnifies Bluebox Technical Ltd against any liability or cost incurred by Bluebox Technical Ltd under the CGA as a result of any breach by the Customer of the obligations contained in the Contract.

27. The following terms apply wherever the CGA does not apply, or where the following terms are not inconsistent with the CGA:

(a) defective Goods or Goods which do not comply with the Contract shall at Bluebox Technical Ltd's discretion be repaired, replaced or repeated, or the price refunded;

(b) any right which the Customer may have to reject non-conforming or defective Goods shall only be effective if the Customer notifies Bluebox Technical Ltd in writing within five days following delivery and Bluebox Technical Ltd is given the opportunity to inspect the Goods;

(c) Bluebox Technical Ltd accepts no liability for any Claim by the Customer or any other person, including without limitation any Claim relating to or arising from:

(i) any conditions, warranties, descriptions, representations, conditions as to fitness or suitability for any purpose, tolerance to any conditions, merchantability or otherwise, whether express or implied by law, trade custom or otherwise;

(ii) any representations, warranties, conditions or agreement made by any agent or representative, which are not expressly confirmed by Bluebox Technical Ltd in writing, and the Customer agrees to indemnify Bluebox Technical Ltd against any such Claim. In any event, Bluebox Technical Ltd's liability under any Claim shall not exceed the price of the Goods.

28. Nothing in these terms is intended to have the effect of contracting out of the provisions of the CGA except to the extent permitted by the CGA, and these terms are to be modified to the extent necessary to give effect to that intention. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

DEFAULT

29. If an Event of Default occurs, Bluebox Technical Ltd may suspend or terminate the Contract.

30. If the Customer does not pay the Price by due date:

(a) Bluebox Technical Ltd may (without prejudice to Bluebox Technical Ltd's other rights and remedies in respect of non-payment or late payment) charge a default penalty at a rate per annum equal to 4% above the retail lending base rate of Bluebox Technical Ltd's banking provider as varied from time to time and calculated on a daily basis on the unpaid portion of the price from due date until payment in full, plus any GST ; and

(b) any discounts may be disallowed.

31. If an Event of Default occurs, all amounts owing by the Customer shall immediately become due and payable notwithstanding that the due date has not arisen.

32. Bluebox Technical Ltd is entitled to recover from the Customer all legal, accounting and other costs incurred by Bluebox Technical Ltd arising from the collection of any amount owing by the Customer or in relation to maintaining or releasing any financing statement in respect of any security interest under the Contract. If demanded by Bluebox Technical Ltd, the Customer will pay Bluebox Technical Ltd an administration fee of \$25 (excluding gst if any) if any payment tendered by the Customer is dishonoured or is required to be presented or actioned again by Bluebox Technical Ltd.

33. Bluebox Technical Ltd can also terminate any services provided to the Customer by giving the Customer seven days' notice of termination.

34. At any time after a default occurs, Bluebox Technical Ltd may also (whether or not Bluebox Technical Ltd has exercised any other right) appoint any person to be a receiver of all or any of the Goods. In addition to, and without limiting or affecting any other powers and authorities conferred on a receiver (whether under the Receiverships Act 1993 or at law or otherwise), a receiver has the power to do all things in relation to the Goods as if the receiver has absolute ownership of the Goods.

USE OF INFORMATION

35. The Customer, Directors and Partners each agree that Bluebox Technical Ltd and its agents may obtain information about them from the Customer and any credit or debt collection agencies) in the course of Bluebox Technical Ltd's business, including credit assessment, debt collecting and its marketing activities, and the Customer, Directors and Partners consent to any person providing Bluebox Technical Ltd or its agents with such information.

36. The Customer, Directors and Partners agree that Bluebox Technical Ltd may use any information it has about them relating to their credit worthiness and give that information to any other person, including any credit or debt collection agency and any of the Companies, for credit assessment and debt collection purposes. The Customer, Partners and Directors agree that any other information collected by Bluebox Technical Ltd about them may be accessed or collected for the use of Bluebox Technical Ltd or the Companies in the course of their business, including their marketing activities. The covenants and consents of the Directors and Partners in clause 32 and this clause 33 are given by those persons in their personal capacity and are directly enforceable against them in that capacity.

37. The Directors, Partners and the Customer (if the Customer is an individual (ie. a natural person)) has rights under the Privacy Act 1993 to access and request the correction of any personal information which Bluebox Technical Ltd (or its agents) holds about them.

BRANDS AND PACKAGING

38. Bluebox Technical Ltd, or its licensors, is the owner of all rights to the brands of Goods supplied to the Customer. The Customer can only use these brands for promotional purposes with Bluebox Technical Ltd's prior consent.

CUSTOMER TO NOTIFY BLUEBOX TECHNICAL LTD WHEN TRADING CEASES OR WHERE OWNERSHIP OF BUSINESS CHANGES ETC

39. The Customer must give written notice to Bluebox Technical Ltd within 7 days of any of the following events

(a) the Customer ceases trading;

(b) the Customer assigns or disposes of any of the assets of its business (other than in the ordinary course of trading) or any part of its interest in the business; or

(c) there is proposed to be a Change of Control of the Customer (if the Customer is a Company or Incorporated Body).

OTHER GENERAL TERMS

40. These terms and conditions of sale are paramount, and, to the extent that there is any conflict between any provision of them and any invoice or other document evidencing or describing any Goods (whether in writing, verbally or by Electronic Data Interchange (EDI)), these terms and conditions of sale will prevail. Further, if there is any other document or arrangement which conflicts with the Contract, the Contract shall prevail.

41. The Customer authorises Bluebox Technical Ltd, to apply (without notice or demand) any sum paid by the Customer to any of the Companies against any amounts owing by the Customer to any other of the Companies.

42. If Bluebox Technical Ltd exercises or fails to exercise any right or remedy available to it, this shall not prejudice Bluebox Technical Ltd's right in exercising that right or any other right or remedy. Waiver of any term of the Contract must be specified in writing and signed by an authorised officer of Bluebox Technical Ltd.

43. Bluebox Technical Ltd reserves the right to review any of the terms of the Contract at any time and from time to time. If, following any such review, there is to be any change to any such terms, that change will take effect from the date on which Bluebox Technical Ltd notifies the Customer of such change.

44. Each Related Company (as that term is defined in the Companies Act 1993) of Bluebox Technical Ltd is entitled to the benefit of the Contract in accordance with the Contracts (Privity) Act 1982 and, in addition, Bluebox Technical Ltd is entitled to enforce the Contract on behalf of any Related Company of Bluebox Technical Ltd. However, the consent of Related Companies is not required to any variation, amendment or discharge of the Contract.

WORDS USED IN THE CONTRACT

45. "Claim" includes any claim:

- (a) for loss of profits; or
- (b) for any consequential, indirect or special loss, damage or injury of any kind suffered by any person arising directly or indirectly from:
 - (i) any breach of Bluebox Technical Ltd obligations under the Contract; or
 - (ii) any cancellation of the Contract; or
 - (iii) any negligence, misrepresentation or other act or omission by Bluebox Technical Ltd or its employees, agents or contractors; or
 - (iv) for compensation, demand, remedy, liability or action.

"Contract" means these terms and conditions of sale themselves together with the Customer's Account Application Form and any and every invoice or other documents evidencing or describing, whether by item or kind or otherwise, any Goods.

"Customer" means the Applicant described on the first page of this Contract.

"Directors" means the directors of the Customer described in part A of this Contract.

"Partners" means the partners comprising the customer described in part B of this Contract, in their personal capacity.

"Event of Default" means an event where:

- (a) the Customer fails to comply with the terms of the Contract or any other contract with Bluebox Technical Ltd; or
- (b) any of the Goods are at risk; or
- (c) the Customer commits an act of bankruptcy; or
- (d) the Customer enters into any composition or arrangement with its creditors; or
- (e) if the Customer is a company:
 - (i) the Customer does anything which would make it liable to be put into liquidation; or
 - (ii) a resolution is passed or an application is made for the liquidation of the Customer; or
 - (iii) a receiver or statutory or official manager is appointed over all or any of the Customer's assets.

"Goods" means all adhesives, coatings and other associated products and services and all other goods or other property which, in each case, are supplied by Bluebox Technical Ltd to the Customer and, for the avoidance of doubt, in each case includes all such goods and property so supplied whether or not described by item or kind that enables them to be identified.

"Person" includes a corporation, association, firm, company, partnership or individual.

"PPSA" means the Personal Property Securities Act 1999.

"Price" means the purchase price of the Goods and any costs payable by the Customer under the Contract relating to transportation, storage and insurance, including any deposits.

The terms "after-acquired property", "at risk", "inventory" "perfected", "proceeds" "purchase money security interest", "rights", "security interest" and "sell" have the respective meanings given to them under, or in the context of, the PPSA.