

META ENGINEERING LIMITED (“Meta”) TERMS AND CONDITIONS OF TRADE

The following constitute the terms and conditions of business between us (Meta), the Supplier of goods and services, and you, the Customer:

1. Price

- 1.1. Our cost estimate is based on costs and charges ruling at the date of estimate. Any changes in costs arising from sources beyond our control (for example, changes in prices charged by suppliers to us, or in government charges) shall be added to your cost estimate.
- 1.2. Where no cost estimate is provided the price for the works supplied by us will be our standard prices in effect at the time services are rendered or goods are supplied, whether notified or not.
- 1.3. Any instructions received by us from you for the supply of goods and services shall be treated as acceptance of these Terms and Conditions of Trade unless we enter into a separate contract.
- 1.4. Where travel is required, we charge mileage per kilometre in addition to our cost estimate. Rate subject to change

2. Payment

- 2.1. Payment must be made by the Customer in cleared funds immediately upon issue of an invoice for the supply of the goods and/or services unless clause 2.2 applies.
- 2.2. With Meta’s prior agreement, payment may be made by the Customer by the 20th of the month following the date the invoice has been issued in respect of the goods and services. Where work is undertaken over a period exceeding one month, invoices may be issued for progress payments for work carried out and costs incurred up to the date of the invoice.
- 2.3. The Customer is not entitled to withhold payment or to make any deductions from the amount claimed or claim any set off without the prior written consent of Meta.
- 2.4. If you disagree for any reason with the amount claimed, you must notify us in writing before the payment is due.
- 2.5. If you have not paid in full by the due date, we may charge you interest compounding monthly on the unpaid overdue balance at the rate of 1.5% per month and we may charge costs (including collection costs and legal costs on a solicitor/Customer basis) and suspend the performance of further services and delivery of further goods until your account is paid in full.

3. Disputes

- 3.1 Where the nature of the services is such that it is covered by the Construction Contracts Act 2002 (CCA) and the Supplier has issued a payment claim in accordance with the CCA, the provisions of the CCA shall apply. In all other cases, if the Customer, acting reasonably, disputes an invoice, or part of an invoice, the Customer must give the reasons for withholding the disputed amount and pay any undisputed amount in accordance with clause 2.

4. Ownership and Security

- 4.1. Property and ownership of goods whether in their original form or incorporated in, co-mingled with or attached to another product, will not pass to you but will remain with us until we receive payment in full of the purchase price of the goods and services and all other amounts that you owe us for any reason.
- 4.2. The Customer acknowledges and agrees that:
 - (a) these terms and conditions constitute a security agreement for the purposes of the

Personal Property Securities Act 1999 ("PPSA"); and

- (b) a security interest is taken in all goods previously supplied by Meta to the Customer (if any) and all goods that will be supplied in the future by Meta to the Customer.

4.3. The Customer undertakes to:

- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Meta may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, Meta for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any goods charged thereby;
- (c) not register a financing change statement or a change demand without the prior written consent of Meta; and
- (d) immediately advise Meta of any material change in its business practices of selling the goods which would result in a change in the nature of proceeds derived from such sales.

4.4. Meta and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

4.5. The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

4.6. Unless otherwise agreed to in writing by Meta, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

4.7. The Customer shall unconditionally ratify any actions taken by Meta under clauses 4.1 to 4.5.

5. Delivery of Goods

5.1. Delivery of the goods is taken to occur at the time that the Customer or the Customers Agent/Carrier takes possession of the goods ("Delivery").

6. Risk

6.1. Risk of damage to or loss of the goods passes to the Customer on Delivery and the Customer must insure the goods on or before Delivery.

6.2. If any of the goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Meta is entitled to receive all insurance proceeds payable for the goods. The production of these terms and conditions by Meta is sufficient evidence of Meta's rights to receive the insurance proceeds.

6.3. If the Customer requests Meta to leave goods outside Meta's premises for collection or to deliver the goods to an unattended location then such goods shall be left at the Customer's sole risk.

6.4. The Customer will remain liable to Meta for payment of the amount claimed notwithstanding the loss of or damage to the goods following the dispatch from Meta's premises.

7. Installation

7.1. You will give us access to the site and provide proper facilities for carrying out the work including use of any existing goods or passenger lifts, cranes, hoists and builder's scaffolding.

7.2. Unless specified otherwise, the contract does not include any structural or other alteration to any part of a building.

7.3. Access and facilities must be provided within a reasonable time after acceptance of this contract or at a date notified by you and agreed on by us in writing.

7.4. You must inform us of any hazards in the workplace to which we may be exposed in working on

your premises so we can eliminate risks to health and safety, so far as is reasonably practicable and if it is not reasonable practicable to do so, to minimise those risks so far as is reasonably practicable.

- 7.5. The Supplier has not and will not assume any duty imposed on the Customer from time to time pursuant to the Health and Safety at Work Act 2015 ("the Act") arising out of this engagement. The Supplier and Customer agree that, for the purpose of the Act, the Supplier will not at any time have management or control of the Customer's workplace.

8. Time of Completion

- 8.1. Any time or date given by Meta to the Customer is an estimate only. The Customer must still accept provision of services and delivery of goods even if late and Meta will not be liable for any loss or damage incurred by the Customer as a result of the provision of services of goods being delayed.
- 8.2. We shall not be liable for any delays caused by events outside our reasonable control and we shall be released from our obligations in the event any cause beyond our mutual control renders provision of our goods and services impossible in which case all moneys due to us shall be paid immediately and, unless prohibited by law, we may elect to terminate our engagement.

9. Consents

- 9.1. You are responsible for obtaining any consent or other authority necessary for the work, and will provide that to us on request.
- 9.2. Where a building consent is required and you have failed to obtain it, we may lodge a building consent application as your agent and to recover our reasonable costs of doing so from you including disbursements and any legal costs on a solicitor/Customer basis incurred by us in so doing.

10. Warranty

- 10.1. Any defects or other faults in the goods or services which may appear and be notified in writing by the Customer to Meta within the period of 90 days after Delivery and which are due to faulty workmanship, goods or materials in breach of this contract, shall as the Customer's sole and exclusive remedy be remedied by Meta at Meta's cost within a reasonable period of time. Where faulty, defective or damaged goods or services have been supplied, Meta's liability is limited to the value of the goods and/or services at the time of supply and Meta accepts no further liability whatsoever.
- 10.2. No claim shall be accepted under this warranty if any attempt to repair the defective goods by a person not authorized by Meta, or if the defective goods have been modified or incorrectly stored, maintained or used.
- 10.3. This warranty does not extend to any goods or materials supplied by you.
- 10.4. For the avoidance of doubt where you are a "Consumer" this warranty is in addition to any rights you may have under the Consumer Guarantees Act 1993.

11. Limitation of Liability

- 11.1. Where you are engaged in trade the provisions of the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and the conditions, warranties and guarantees set out in the Sale of Goods Act 1908 or implied by common law will not apply and are excluded by these Terms and Conditions of Trade.
- 11.2. Where you are a "Consumer" as that term is defined by the Consumer Guarantees Act 1993 and these Terms and Conditions of Trade are inconsistent with or conflict with the implied warranties and terms referred to in the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 the implied warranties and terms of those Acts shall prevail.
- 11.3. You acknowledge and agree that contracting out by you of the warranties and guarantees implied by the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 is reasonable in the circumstance having regard to:
- (a) The subject matter of these Terms and Conditions of Trade.
 - (b) The value of the value of the services and goods (if any) supplied.
 - (c) Our respective bargaining powers including your capacity to negotiate these

Terms and Conditions of Trade.

(d) Your opportunity to seek independent legal advice.

- 11.4. To the maximum extent permitted by law, Meta will not be liable to the Customer for any proceedings, claims, losses or costs suffered or incurred by the Customer whether arising in contract, tort (including negligence), breach of statutory duty, or otherwise in respect of any goods sold or services supplied to the Customer.
- 11.5. If, for any reason, Meta is found to be liable to the Customer then that liability will be limited to the direct loss or damage suffered or incurred by the Customer to a maximum of the amounts actually paid by the Customer to Meta for the goods and/or services, the subject matter of Meta's liability to the Customer.

12. Variations

- 12.1. After engagement by you, variations may be accepted by us at our discretion and will be charged at rates quoted, estimated or customarily charge-up by us at the time as the case may be.
- 12.2. We may change these Terms and Conditions of Trade from time to time by notice to you in writing, which may be by email.

13. Plans and Specifications

- 13.1. We shall be entitled to rely on the accuracy of and shall not be obliged to check any plans, specifications and other information supplied by you.
- 13.2. We accept no responsibility for the suitability of any goods supplied in compliance with your plans and specifications.

14. Patents and Copyright

- 14.1. All patentable ideas and copyright in all design, drawings, specifications, manufacture and other technical information provided by Meta that shall arise out of performance by Meta in the execution of our engagement or in connection with this contract is vested in Meta.
- 14.2. If any goods are to be supplied to the Customer's design and/or where the services are to be performed by Meta the Customer warrants that the manufacture and supply of such goods or the performance of such services by Meta will not infringe any patent, copyright, or other right of any other person. The Customer agrees to indemnify Meta against any liability incurred by Meta including any costs and expenses in the event of any claim being made that the manufacture or supply of the goods or the performance of such services by Meta infringes any patent, copyright or other rights or any other person.

15. Personal Information

- 15.1. We will use any personal information that you supply for credit, administration, service and marketing purposes. You have the right of access to this personal information and may request any correction thereof.
- 15.2. You authorise any person or company to provide us with any information we may require in response to your application for credit and/or other enquiries and you authorise us to search the Personal Property Securities Register for any information about you (or in the case of a company) your parent or associated companies.

16. General

- 16.1. Time is of the essence in respect of the Customer's payment obligations under the contract and these Terms and Conditions of Trade.
- 16.2. If we fail to enforce any terms or to exercise any right under these Terms and Conditions of Trade at any time we have not waived that right.
- 16.3. You may not assign or sub-contract any of your rights or obligations under these Terms and Conditions of Trade.
- 16.4. If any provision of these Terms and Conditions of Trade is held to be invalid or unenforceable for any

reason, the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligations in accordance with the spirit and intent of these Terms and Conditions of Trade.

- 16.5. This contract in all respects is deemed to be a contract made in New Zealand and the construction, validity and performance of the contract is governed by New Zealand law. The exclusive jurisdiction of the New Zealand courts to deal with all claims and actions arising out of the contract is agreed.