

1. Definitions

- 1.1 **“Contract”** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.2 **“PipeTech”** means Pipe Technologies Limited, its successors and assigns.
- 1.3 **“Client”** means the person/s, entities or any person acting on behalf of and with the authority of the Client requesting PipeTech to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
(a) if there is more than one Client, is a reference to each Client jointly and severally; and
(b) if the Client is a partnership, it shall bind each partner jointly and severally; and
(c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee; and
(d) includes the Client’s executors, administrators, successors and permitted assigns.
- 1.4 **“Goods”** means all Goods or Services supplied by PipeTech to the Client at the Client’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).
- 1.5 **“Cookies”** means small files which are stored on a user’s computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client’s computer. If the Client does not wish to allow Cookies to operate in the background when using PipeTech’s website, then the Client shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.
- 1.6 **“Price”** means the Price payable (plus any Goods and Services Tax (“GST”) where applicable) for the Goods as agreed between PipeTech and the Client in accordance with clause 5 below.

2. Acceptance

- 2.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with PipeTech and it has been approved with a credit limit established for the account.
- 2.5 In the event that the supply of Goods requested exceeds the Client’s credit limit and/or the account exceeds the payment terms, PipeTech reserves the right to refuse delivery.
- 2.6 These terms and conditions may be meant to be read in conjunction with PipeTech’s Hire Form, and where the context so permits, the terms ‘Goods’ or ‘Services’ shall include any supply of Equipment, as defined therein.
- 2.7 The Client accepts and acknowledges that in the event that PipeTech is denied access to the site on the agreed start date, then PipeTech reserves the right to charge the Client for all costs incurred by PipeTech (including, but not limited to, any loss of profits, employee wages, mileage).
- 2.8 In the event that PipeTech is required to provide the Services urgently, requiring PipeTech’s staff to work outside normal business hours (including, but not limited to, working through lunch breaks, weekends and/or Public Holidays), then PipeTech reserves the right to charge the Client additional labour costs unless otherwise agreed between PipeTech and the Client.
- 2.9 PipeTech will not undertake pipe lining or offer any fixed price quotation prior to undertaking a preliminary camera inspection.
- 2.10 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

- 3.1 The Client acknowledges and accepts that PipeTech shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
(a) resulting from an inadvertent mistake made by PipeTech in the formation and/or administration of this Contract; and/or
(b) contained in/omitted from any literature (hard copy and/or electronic) supplied by PipeTech in respect of the Services.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of PipeTech; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid.

4. Change in Control

- 4.1 The Client shall give PipeTech not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client’s details (including but not limited to, changes in the Client’s name, address and contact phone or fax number/s, change of trustees or business practice). The Client shall be liable for any loss incurred by PipeTech as a result of the Client’s failure to comply with this clause.

5. Price and Payment

- 5.1 At PipeTech’s sole discretion the Price shall be either:
(a) as indicated on any invoice provided by PipeTech to the Client; or
(b) PipeTech’s quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 5.2 PipeTech reserves the right to change the Price:
(a) if a variation to the Goods which are to be supplied is requested; or
(b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
(c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather, limitations to accessing the site, host pipe that is subject to the Services is unsuitable for lining, incorrect measurements, plans and/or specifications provided by the Client, safety considerations, prerequisite work by any third party not being completed, discovery of greater

Pipe Technologies Limited – Terms & Conditions of Trade

- damage to the pipe than was first anticipated, interruption during the lining process due to unexpected use of the drainage line by the Client, unidentified underground obstacles, etc.) which are only discovered on commencement of the Services; or
- (d) in the event of increases to PipeTech in the cost of labour or materials which are beyond PipeTech's control.
- 5.3 Variations will be charged for on the basis of PipeTech's quotation, and will be detailed in writing, and shown as variations on PipeTech's invoice. The Client shall be required to respond to any variation submitted by PipeTech within ten (10) working days. Failure to do so will entitle PipeTech to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 5.4 At PipeTech's sole discretion a non-refundable deposit may be required.
- 5.5 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by PipeTech, which may be:
- (a) before delivery of the Goods;
- (b) by way of instalments/progress payments in accordance with PipeTech's payment schedule;
- (c) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices;
- (d) the date specified on any invoice or other form as being the date for payment; or
- (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by PipeTech.
- 5.6 Payment may be made by cash, electronic/on-line banking, or by any other method as agreed to between the Client and PipeTech.
- 5.7 PipeTech may in its discretion allocate any payment received from the Client towards any invoice that PipeTech determines and may do so at the time of receipt or at any time afterwards. On any default by the Client PipeTech may re-allocate any payments previously received and allocated. In the absence of any payment allocation by PipeTech, payment will be deemed to be allocated in such manner as preserves the maximum value of PipeTech's Purchase Money Security Interest (as defined in the PPSA) in the Goods.
- 5.8 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by PipeTech nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to PipeTech an amount equal to any GST PipeTech must pay for any supply by PipeTech under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 6. Prvision of the Services**
- 6.1 Subject to clause 6.2 it is PipeTech's responsibility to ensure that the Services start as soon as it is reasonably possible.
- 6.2 The Services' commencement date will be put back and the completion date extended by whatever time is reasonable in the event that PipeTech claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond PipeTech's control, including but not limited to any failure by the Client to:
- (a) make a selection; or
- (b) have the site ready for the Services; or
- (c) notify PipeTech that the site is ready.
- 6.3 Delivery ("**Delivery**") of the Goods shall be deemed to have taken place once PipeTech has installed all Goods (including, but not limited to, liners, patches etc.) and provided all Services (including, but not limited to, the use of CCTV equipment, cleaning etc.) as have been agreed between the parties to this Contract.
- 6.4 At PipeTech's sole discretion the cost of Delivery is included in the Price.
- 6.5 PipeTech may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 6.6 Any time specified by PipeTech for Delivery of the Goods is an estimate only and PipeTech will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties.
- 7. Risk**
- 7.1 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 7.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, PipeTech is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by PipeTech is sufficient evidence of PipeTech's rights to receive the insurance proceeds without the need for any person dealing with PipeTech to make further enquiries.
- 7.3 In the event that the Client requests PipeTech to use drain/pipe unblocking equipment, and PipeTech does not recommend the use of such equipment due to the risk of the equipment becoming lodged or stuck, PipeTech may require the Client or their agent to authorise commencement of the Services in writing. If the drain/pipe unblocking equipment subsequently becomes lodged or stuck, the Client shall be responsible for the cost of repair, replacement and/or retrieval of said equipment.
- 7.4 The Client acknowledges that PipeTech is only responsible for parts that are replaced and/or repaired by PipeTech, and in the event that other parts/goods, subsequently fail, the Client agrees to indemnify PipeTech against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising.
- 7.5 PipeTech shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate, PipeTech accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.
- 7.6 The Client warrants that any structures or connections to which the Goods are to be affixed are able to withstand the installation thereof and that any plumbing connections (including, but not limited to, pipes, couplings and valves) are of suitable capacity to handle the Goods once installed and meet New Zealand Standards and local statutory requirements.
- 7.7 The Client acknowledges and agrees that the presence of plant/tree root growth and/or blockages generally indicates damaged pipes. Accordingly the Client agrees that these pipes cannot be fixed by simply removing plant/tree root growth or cleaning the drain, therefore no warranty is provided against this situation arising again in the future and in respect of any work carried out in relation thereto.

Pipe Technologies Limited – Terms & Conditions of Trade

- 7.8 The Client acknowledges that the curing time for repairs (where applicable) can be affected by elements such as temperature or the weather, and as such PipeTech offers no guarantee as to the length of time the curing process will take.
- 7.9 PipeTech offers no guarantee that the pipes will successfully be cleared. The Client agrees to pay the full Price for the provision of the Services whether or not the pipes are cleared.
- 7.10 The Client accepts that PipeTech will use its best endeavours to identify which sections of drain piping are causing the blockages and will quote on lining of such sections to rectify the problem. The Client agrees to indemnify PipeTech for all costs and consequential loss associated with blockages the occur after the completed Services where:
- (a) tree root penetration occurs to adjacent drains/junction lines;
 - (b) tree root penetration occurs to piping joints which have been lined by PipeTechs where blockages emerge at the point where the lining ends due to the roots growing in-between the original drain piping and the new lining;
 - (c) tree root penetration occurs between rubber couplings and drain piping, especially when rubber couplings are specified in the scope of the Services; and/or
 - (d) tree root penetration occurs before the end of the lining in the Client's junction lines and connection with any section of works installed by any government or local authority of which sections PipeTech is not permitted to line. The Client accepts however, that due to the level of difficulty PipeTech cannot guarantee to terminate lining at the exact connection point of the Client's drains to such main sewer lines.

8. Access

- 8.1 The Client shall ensure that PipeTech has clear and free access to the site at all times to enable them to undertake the Services. PipeTech shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of PipeTech.

9. Underground Locations

- 9.1 Prior to PipeTech commencing any Services the Client must advise PipeTech of the precise location of all underground services on the site and clearly mark the same. The underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, Telstra cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 9.2 Whilst PipeTech will take all care to avoid damage to any underground services the Client agrees to indemnify PipeTech in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 9.1.

10. Compliance with Laws

- 10.1 The Client and PipeTech shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including any WorkSafe health and safety laws relating or any other relevant safety standards or legislation pertaining to the Services.
- 10.2 Both parties acknowledge and agree:
- (a) to comply with the Building Act 2004 (including any subsequent Amendments) in respect of all workmanship and products to be supplied during the course of the Services; and
 - (b) that Services will be provided in accordance with any current relevant Australian/New Zealand Standards applicable.
- 10.3 Where the Client has supplied products for PipeTech to complete the Services, the Client acknowledges that it accepts responsibility for the suitability of purpose and use for their products and the intended use and any faults inherent in those products. However, if in PipeTech's opinion, it is believed that the materials supplied are non-conforming products and will not conform with New Zealand regulations, then PipeTech shall be entitled, without prejudice, to halt the Services until the appropriate conforming products are sourced and all costs associated with such a change to the plans and design will be invoiced in accordance with clause 5.2.
- 10.4 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services.
- 10.5 Notwithstanding clause 10.1 and pursuant to the Health & Safety at Work Act 2015 (the "HSW Act"), PipeTech agrees at all times to comply with sections 28 and 34 of the "HSW Act" with meeting their obligations for health and safety laws in the workplace regardless of whether they may be the party in control of the site or where they may be acting as a sub-contractor for the Client who has engaged a third party head contractor.

11. Title

- 11.1 PipeTech and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid PipeTech all amounts owing to PipeTech; and
 - (b) the Client has met all of its other obligations to PipeTech.
- 11.2 Receipt by PipeTech of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 11.3 It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 11.1:
- (a) the Client is only a bailee of the Goods and must return the Goods to PipeTech on request;
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for PipeTech and must pay to PipeTech the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
 - (c) the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for PipeTech and must pay or deliver the proceeds to PipeTech on demand;
 - (d) the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of PipeTech and must sell, dispose of or return the resulting product to PipeTech as it so directs;
 - (e) the Client irrevocably authorises PipeTech to enter any premises where PipeTech believes the Goods are kept and recover possession of the Goods;
 - (f) PipeTech may recover possession of any Goods in transit whether or not Delivery has occurred;

Pipe Technologies Limited – Terms & Conditions of Trade

- (g) the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of PipeTech; and
- (h) PipeTech may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

12. Personal Property Securities Act 1999 (“PPSA”)

- 12.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
 - (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Goods that have previously been supplied and that will be supplied in the future by PipeTech to the Client, and the proceeds from such Goods as listed by PipeTech to the Client in invoices rendered from time to time.
- 12.2 The Client 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 PipeTech may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, PipeTech 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, or permit to be registered, a financing statement or a financing change statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the prior written consent of PipeTech; and
 - (d) immediately advise PipeTech 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.
- 12.3 PipeTech and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 12.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.
- 12.5 Unless otherwise agreed to in writing by PipeTech, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 12.6 The Client shall unconditionally ratify any actions taken by PipeTech under clauses 12.1 to 12.5.
- 12.7 Subject to any express provisions to the contrary (including those contained in this clause 12), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

13. Security and Charge

- 13.1 In consideration of PipeTech agreeing to supply the Goods, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, and the Client grants a security interest in all of its present and after-acquired property, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The terms of the charge and security interest are the terms of Memorandum 2018/4344 registered pursuant to s.209 of the Land Transfer Act 2017.
- 13.2 The Client indemnifies PipeTech from and against all PipeTech’s costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising PipeTech’s rights under this clause.
- 13.3 The Client irrevocably appoints PipeTech and each director of PipeTech as the Client’s true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client’s behalf.

14. Defects

- 14.1 The Client shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify PipeTech of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford PipeTech an opportunity to inspect the Goods within a reasonable time following Delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which PipeTech has agreed in writing that the Client is entitled to reject, PipeTech’s liability is limited to either (at PipeTech’s discretion) replacing the Goods or repairing the Goods.
- 14.2 Goods will not be accepted for return other than in accordance with 14.1 above, and provided that:
 - (a) PipeTech has agreed in writing to accept the return of the Goods; and
 - (b) the Goods are returned at the Client’s cost within seven (7) days of the Delivery date; and
 - (c) PipeTech will not be liable for Goods which have not been stored or used in a proper manner; and
 - (d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 14.3 Subject to clause 14.1, non-stocklist items or Goods made to the Client’s specifications are not acceptable for credit or return.

15. Warranty

- 15.1 Subject to the conditions of warranty set out in clause 15.2 PipeTech warrants that if any defect in any workmanship provided by PipeTech becomes apparent and is reported to PipeTech within twelve (12) months of the date of Delivery (time being of the essence) then PipeTech will either (at PipeTech’s sole discretion) replace or remedy the defect.
- 15.2 The conditions applicable to the warranty given by clause 15.1 are:
 - (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Client to properly maintain any Goods or serviced item; or
 - (ii) failure on the part of the Client to follow any instructions or guidelines provided by PipeTech; or
 - (iii) any use of any Goods or serviced item otherwise than for any application specified on a quote or order form; or
 - (iv) the continued use of any Goods or serviced item after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) fair wear and tear, any accident or act of God.

Pipe Technologies Limited – Terms & Conditions of Trade

- (b) the warranty shall cease and PipeTech shall thereafter in no circumstances be liable under the terms of the warranty if the defect is repaired, altered or overhauled without PipeTech's consent.
- (c) in respect of all claims PipeTech shall not be liable to compensate the Client for any delay in either replacing or remedying the defective Goods or Services or in properly assessing the Client's claim.
- 15.3 For Goods not manufactured by PipeTech, the warranty shall be the current warranty provided by the manufacturer of the Goods. PipeTech shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 16. Consumer Guarantees Act 1993**
- 16.1 If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 (“CGA”) do not apply to the supply of Goods by PipeTech to the Client.
- 17. Intellectual Property**
- 17.1 Where PipeTech has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of PipeTech. Under no circumstances may such designs, drawings and documents be used without the express written approval of PipeTech.
- 17.2 The Client warrants that all designs, specifications or instructions given to PipeTech will not cause PipeTech to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify PipeTech against any action taken by a third party against PipeTech in respect of any such infringement.
- 17.3 The Client agrees that PipeTech may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which PipeTech has created for the Client.
- 18. Default and Consequences of Default**
- 18.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at PipeTech's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 18.2 If the Client owes PipeTech any money the Client shall indemnify PipeTech from and against all costs and disbursements incurred by PipeTech in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, PipeTech's collection agency costs, and bank dishonour fees).
- 18.3 Further to any other rights or remedies PipeTech may have under this Contract, if a Client has made payment to PipeTech, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by PipeTech under this clause 18 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Client's obligations under this Contract.
- 18.4 Without prejudice to PipeTech's other remedies at law PipeTech shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to PipeTech shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to PipeTech becomes overdue, or in PipeTech's opinion the Client will be unable to make a payment when it falls due;
- (b) the Client has exceeded any applicable credit limit provided by PipeTech;
- (c) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
- (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 19. Cancellation**
- 19.1 Without prejudice to any other remedies PipeTech may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions PipeTech may suspend or terminate the supply of Goods to the Client. PipeTech will not be liable to the Client for any loss or damage the Client suffers because PipeTech has exercised its rights under this clause.
- 19.2 PipeTech may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice PipeTech shall repay to the Client any money paid by the Client for the Goods. PipeTech shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 19.3 In the event that the Client cancels Delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by PipeTech as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 19.4 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.
- 20. Privacy Policy**
- 20.1 All emails, documents, images or other recorded information held or used by PipeTech is “Personal Information” as defined and referred to in clause 20.3 and therefore considered confidential. PipeTech acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 (“the Act”) including Part II of the OECD Guidelines as set out in the Act. PipeTech acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by PipeTech that may result in serious harm to the Client, PipeTech will notify the Client in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Client by written consent, unless subject to an operation of law.
- 20.2 Notwithstanding clause 20.1, privacy limitations will extend to PipeTech in respect of Cookies where the Client utilises PipeTech's website to make enquiries. PipeTech agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:
- (a) IP address, browser, email client type and other similar details;
- (b) tracking website usage and traffic; and

Pipe Technologies Limited – Terms & Conditions of Trade

- (c) reports are available to PipeTech when PipeTech sends an email to the Client, so PipeTech may collect and review that information (“collectively Personal Information”)
- If the Client consents to PipeTech’s use of Cookies on PipeTech’s website and later wishes to withdraw that consent, the Client may manage and control PipeTech’s privacy controls via the Client’s web browser, including removing Cookies by deleting them from the browser history when exiting the site.
- 20.3 The Client authorises PipeTech or PipeTech’s agent to:
- (a) access, collect, retain and use any information about the Client;
 - (i) including, name, address, D.O.B, occupation, driver’s license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice for the purpose of assessing the Client’s creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Client.
 - (b) disclose information about the Client, whether collected by PipeTech from the Client directly or obtained by PipeTech from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
- 20.4 Where the Client is an individual the authorities under clause 20.3 are authorities or consents for the purposes of the Privacy Act 2020.
- 20.5 The Client shall have the right to request (by e-mail) from PipeTech, a copy of the Personal Information about the Client retained by PipeTech and the right to request that PipeTech correct any incorrect Personal Information.
- 20.6 PipeTech will destroy Personal Information upon the Client’s request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 20.7 The Client can make a privacy complaint by contacting PipeTech via e-mail. PipeTech will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Client is not satisfied with the resolution provided, the Client can make a complaint to the Privacy Commissioner at <http://www.privacy.org.nz>.
- 21. Service of Notices**
- 21.1 Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party’s last known email address.
- 21.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
- 22. Trusts**
- 22.1 If the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust (“Trust”) then whether or not PipeTech may have notice of the Trust, the Client covenants with PipeTech as follows:
- (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund;
 - (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
 - (c) the Client will not without consent in writing of PipeTech (PipeTech will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Client as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.
- 23. General**
- 23.1 Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising herein, shall be submitted to, and settled by, mediation before resorting to any external dispute resolution mechanisms (including arbitration or court proceedings) by notifying the other party in writing setting out the reason for the dispute. The parties shall share equally the mediator’s fees. Should mediation fail to resolve the dispute, the parties shall be free to pursue other dispute resolution avenues.
- 23.2 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party’s right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 23.3 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Plymouth, New Zealand.
- 23.4 Subject to the CGA, PipeTech shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by PipeTech of these terms and conditions (alternatively PipeTech’s liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 23.5 PipeTech may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client’s consent.
- 23.6 The Client cannot licence or assign without the written approval of PipeTech.

Pipe Technologies Limited – Terms & Conditions of Trade

- 23.7 PipeTech may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of PipeTech's sub-contractors without the authority of PipeTech.
- 23.8 The Client agrees that PipeTech may amend their general terms and conditions for subsequent future contracts with the Client by disclosing such to the Client in writing. These changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for PipeTech to provide Goods to the Client.
- 23.9 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm, national or global pandemics and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government imposed border lockdowns (including, worldwide destination ports), etc, ("Force Majeure") or other event beyond the reasonable control of either party. This clause does not apply to a failure by the Client to make a payment to PipeTech.
- 23.10 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.