

Louvre Solutions NZ Limited  
Terms & Conditions of Trade

For the purposes of this document "the purchaser" shall mean the purchaser or any person acting on behalf of and with the authority of the buyer, "the supplier" will be Louvre Solutions NZ Limited. "Goods" shall have the same meaning as in section 2 of the Sale of Goods Act 1908 and are goods supplied by the seller to the purchaser (and where the context so permits shall include any supply of Services as described in any invoice issued by the supplier to the purchaser).

The purchaser hereby acknowledges that the goods shall remain the property of the supplier until the supplier receives full payment for the goods. In the event of the purchaser defaulting in any of the terms of this agreement, then the supplier shall have the right (without giving notice) to take possession of the goods and the purchaser hereby authorizes and allows the supplier or its representatives, servants, agents or employees to enter the premises upon which the goods are located for the purpose of taking possession of the goods and the supplier shall not be liable for any costs, losses, damages, expenses or any other monies or losses suffered by the purchaser as a result of the supplier taking possession of the goods.

Time for payment for the Goods and/or Service will be stated on the invoice, quotation acceptance form or any other order forms. If no time is stated then payment shall be due on within seven days of installation. Any expenses, costs or disbursements incurred by the supplier in recovering any outstanding monies including debt collection agency fees or legal fees shall be recoverable from the purchaser.

The purchaser shall be responsible for the inspection of the goods and notification to the supplier of any damage or fault and the goods will be deemed to have been delivered complete and in good condition unless the supplier is notified within 7 days after the date of the installation.

The maximum extent of the supplier's liability shall be to replace faulty goods and the supplier shall not be liable for any consequential losses whatsoever.

The purchaser irrevocably authorizes any person or company to provide the supplier with such information as the supplier may require in response to credit enquiries.

The parties acknowledge that in terms of the Personal Property Securities Act 1999, the purchaser grants a security interest to the supplier over all goods until the supplier receives payment for the goods.

The security interest created by this agreement secures all advances (including any future advances) made by the supplier to the purchaser.

The purchaser consents to the supplier registering a financing statement in respect of the security interest created by the Agreement on the Personal Property Securities Register. The purchaser shall provide any further information requested by the supplier necessary to facilitate the registration of any financing statement or financing change statement as applicable. The purchaser waives its right to receive a verification statement from the supplier following the registration of a financing statement on the Personal Property Securities Register.