

## Ecoglo International Limited

### Conditions of Sale

#### 1. DEFINITIONS

- 1.1 “Conditions” means these Conditions of Sale.
- 1.2 “Contract” means any agreement pursuant to which we agree to supply the Products to you. A Contract may arise in different ways such as when we issue a purchase order confirmation to you or when you accept a sales quotation submitted by us.
- 1.3 “Products” means the products that we are selling to you and products that are the subject of a Contract.

#### 2. GENERAL

- 2.1 All sales by us to you shall be subject to these Conditions.
- 2.2 These Conditions supersede any other terms and conditions in conflict therewith, including those on your purchase order form, if any. However, any special conditions contained in a Contract shall supersede these Conditions.
- 2.3 Your receipt of the Products shall constitute your acceptance of these Conditions.
- 2.4 To modify these Conditions, both parties must sign an agreement to that effect.
- 2.5 Our agents and representatives have no authority to make any representations, statements, warranties, conditions or agreements that conflict with these Conditions. Any such unauthorised representations, statements, warranties, conditions or agreements shall not bind us nor shall they form a part of the Contract.
- 2.6 Unless otherwise stated in the Contract, the price of the Products does not include any applicable taxes.

#### 3. PAYMENT

- 3.1 Unless credit terms have been separately agreed in writing, payment must be made by credit card or bank transfer into our account prior to dispatch. We will send you a copy of the invoice on receipt of your signed order confirmation.
- 3.2 Credit terms will only be considered on completion of an Account Application.
- 3.3 You shall not withhold payment, make deductions, or apply offsets unless you obtain our written consent beforehand.

#### 4. SHIPMENT

- 4.1 Unless otherwise stated in the Contract, the price excludes delivery.
- 4.2 We shall deliver the goods at our risk and cost to the site that you nominate. Risk of loss or damage to the Products shall pass from us to you upon delivery to the site that you nominate.
- 4.3 By prior agreement with you, we may make partial shipments or split deliveries. We shall mutually agree who will bear any extra costs resulting from partial shipments or split deliveries.

#### 5. DELAYS

- 5.1 If we are delayed because of any act, omission, default or request by you, we may, in our discretion and without prejudice to our other rights, demand partial payment of the

Contract price equal to the value of the work performed. We may also recover our reasonable costs and expenses incurred as a result of such delay.

- 5.2 If such delay continues beyond a reasonable time, we may, in our discretion and without prejudice to our other rights, cancel the Contract.

## 6. WARRANTY

- 6.1 We warrant the Products against defects in materials and workmanship for a period of 5 years from the date of dispatch of the Products from the Company's premises.
- 6.2 You must examine the Products immediately following your receipt of the Products. If you have any claim for short count, or for breach of the warranty in paragraph 6.1 above, which should have been obvious on examination, then you must give us notice within 5 days of the date you take possession of the Products, or they are deemed to have been received complete and in good order. Payment for the Products may not be withheld pending such examination.
- 6.3 On condition that you give us written notice of any defect in material and workmanship within 5 working days from the date of its appearance, and, if we so request, provide us with proof of such defect, we will in our sole discretion repair or replace the defective Products in question at our own cost and expense, including the cost of re-delivery of any replacement Products, but shall have no other liability whatsoever to you with respect to such Products.

## 7. COMPREHENSIVE WARRANTY

- 7.1 We also warrant the photoluminescent performance of all Products. Refer to the Support section of the Company website, [www.ecoglo.co.nz](http://www.ecoglo.co.nz), for the warranty that applies.
- 7.2 The warranties at 6.1 and 7.1 do not apply:
- 7.2.1 If the Products have been misused, neglected, damaged, abused or involved in an accident.
- 7.2.2 If the Products have been improperly installed, operated, repaired or maintained.
- 7.2.3 If the Products have been modified.
- 7.2.4 If the Products have been used outside their stated specifications, capacity and operating parameters, including: in detrimental environmental or other conditions; or in a manner likely to cause excessive wear and tear; or not having been appropriately charged by light prior to use in darkened conditions.
- 7.3 Except as expressly set out in the warranty given pursuant to paragraphs 6.1 and 7.1, and to the extent permissible at law, we exclude all other liability whatsoever in respect of the Products or to you. This exclusion applies for the benefit of all of our employees and contractors and to everyone else for whom we are responsible. None of the aforementioned are liable to us or have to compensate us for anything that either does or does not do, or delays in doing, whether or not it is contemplated or authorised by this agreement. This exclusion applies whatever claim is being sought, and however liability arises or might arise if it were not for this clause.
- 7.4 You expressly acknowledge that the provisions of this warranty are reasonable and that you are estopped from claiming the contrary at any future date in the event of any dispute with us.

## 8. CANCELLATION

- 8.1 Either party may cancel a Contract if the other party has committed a material breach and fails to cure such breach within 30 days after notice thereof. Otherwise, this Contract is non-cancellable.

## 9. FORCE MAJEURE

- 9.1 We shall not be liable for any total or partial failure or delay in delivery resulting from circumstances beyond our reasonable control. Such circumstances include, without

limitation: Unavoidable delays in production; delays by suppliers; shortages of raw materials; delays caused by you; strikes and labour unrest; shipping delays; delays in procuring any required import/export documentation or customs clearance; war; government intervention; fire; flood; accident; natural disaster; or any other event commonly referred to as an "Act of God".

- 9.2 We shall use all reasonable endeavours to meet the delivery dates specified in the Contract. However, time is not of the essence of the Contract.

## 10. COMPLIANCE

- 10.1 The Products comply with some building codes and/or other standards. Please check our website for further information. It is your responsibility to ascertain whether the Products need to comply with any other building code requirements, regulations, local ordinances or standards.

## 11. GOVERNING LAW

- 11.1 The laws of New Zealand shall govern all Contracts between us.  
11.2 You submit to the non-exclusive jurisdiction of New Zealand courts.