

## Terms and Conditions for the Supply of Goods

### 1. What is the purpose of these terms and conditions (our agreement)?

- 1.1 Our agreement pertains to specific products, materials, systems or equipment (collectively referred to as 'the goods').
- 1.2 If you accept our agreement, this forms the basis on which Intelligent Environments Limited, Clever Buildings Limited or any other company that is part of the Intelligent Environments Group (our, us, we) supplies the goods as outlined in our proposal and as defined in the Construction Contracts Act 2002 for or to the purchaser (you/your).
- 1.3 Our agreement will override any inconsistencies in your order from us.
- 1.4 We must accept any changes to our agreement in writing in order for those changes to be valid.
- 1.5 Any statute referred to includes any of its amendments or substitutions.
- 1.6 If any provision of our agreement is invalid, that will not affect the legality of the rest of its terms and conditions.
- 1.7 We may communicate with you and serve you notices by post, facsimile or email.
- 1.8 We reserve the right to occasionally change these terms and conditions, the most current of which will accompany your invoice.

### 2. What are our payment terms?

- 2.1 **We will supply you** the goods at our set price, plus goods and services tax.
- 2.2 **Special project pricing** is only applicable where we have given you a quotation and you have provided us written acceptance of the quotation within 30 days or at such other time as specified on the quotation.
- 2.3 **Payment is due** when the order is placed.
- 2.4 **Where you have an existing credit account or we have agreed in writing to extend credit to you**, you must pay in full, without deduction or set-off, by the 20th day of the month following the date of invoice. We will consider your account as paid when the payment has been fully cleared into our bank account.
- 2.4 **We reserve the right to require prepayment** for the whole or part of the price of any goods obtained from the manufacturer specifically for your purposes (indented goods).
- 2.5 **If you do not pay us by the due date:**
  - we may charge you interest at 1.5% per month, compounding monthly on the unpaid overdue balance
  - you agree to pay any expenses that we may incur in recovering our debt, including collection fees and legal costs on a solicitor-client basis
  - we reserve the right to suspend delivery of further goods.
- 2.6 **If you do not pay us within 30 days after the due date:**
  - our debt recovery agency may charge you a fee equal to 25% of the unpaid portion of the debt, but not less than \$25
  - where the total costs arising from recovery of any amount owing exceeds the debt recovery fee charged, our agent is also entitled to recover those additional costs from you.

2.7 This clause is intended to be for the benefit of and enforceable by our debt recovery agency under the Contracts (Privity) Act 1982.

2.8 If for any reason we consider that you may be unable to meet your payment obligations to us as they fall due, we will be entitled to take, in addition to our other remedies, all or any of the following actions until those obligations are fully satisfied:

- demand immediate payment of part or all of amounts for supplies made whether due or not
- require security for such amounts to our full satisfaction before we supply you with any further goods
- withhold, without notice, delivery of the goods you order.

### 3. What happens if goods are supplied on consignment?

3.1 Where we supply the goods to you on consignment, the following conditions apply:

- When you or your chosen consignee receives the goods, you or your consignee assumes all risk for loss or damage to the goods.
- You are responsible for and will insure the goods while they are in your possession.
- The consignment period will be for the period stipulated in our delivery documents and after expiry of this period either you or we may elect to cancel the consignment.
- On cancellation, you will have 10 days within which to return the goods to us. If the goods are not returned within this period, you will be deemed to have purchased the goods and we will issue you an invoice.

### 4. What are our limitations of liability?

- 4.1 To the maximum extent permissible by law, we, our employees, contractors, agents, any manufacturers or developers of the goods or any of their materials or components and any suppliers of services, will not be liable to you or to any other person for any loss, whether direct or indirect, or damage, nor will we be liable for any consequential costs arising directly or indirectly out of any defect or failure.
- 4.2 This exclusion of liability includes, but is not limited to, faulty specifications and design, and faulty materials or components of the goods.
- 4.3 Despite this exclusion, you agree if we are found liable for any claims, damages, costs, including legal costs, and expenses for any reason, our liability is strictly limited to the amount of any fees receivable by us in respect of the goods that are the subject of the potential claim and that we are not liable for any other loss.
- 4.4 You indemnify us against all costs and losses from any claims from other entities arising as a result of your resupply, use or misuse of the goods.
- 4.5 If delivery of the goods is delayed for any reason, we will not be liable to you or any other entity for any loss sustained due to such delay.

### 5. What security rights do we have?

- 5.1 You carry the risk of any loss, damage or deterioration to the goods when they are delivered to you or to a location nominated by you.

5.2	You become the owner of the goods only when you have paid us in full for them and for any other money owing to us. Until then, we retain ownership in the goods and you hold them as bailee.	8.2	We reserve the right to make partial deliveries of any of the goods ordered and to invoice such deliveries separately.
5.3	You agree that we may register a financing statement under the Personal Property Securities Act 1999 to give us a perfected security in any of the goods supplied.	8.3	You can return the goods to us as long as you: <ul style="list-style-type: none"> <li>report the situation to us and obtain an RMA (returned materials authority) number within 10 days of supply of the goods to you</li> <li>return the goods to us within a further 10 days of the RMA being issued</li> <li>pay for the cost of returning the goods to us.</li> </ul>
5.4	If any money remains unpaid or you are in breach of any obligation to us or we cancel our agreement with you: <ul style="list-style-type: none"> <li>you authorise us or our agents to enter your premises, without notice, to recover and resell any or all of the goods</li> <li>we will not be liable to you or any other entity for the exercise of our rights under this clause</li> <li>you will indemnify us for all costs, including any legal costs on a solicitor and client basis, where we lawfully resell, store or repossess the goods.</li> </ul>	8.4	If the goods are not returned within the above timeframes, or are not received in acceptable packaging, we may, at our discretion, refuse to accept them into store or may charge a re-stocking fee.
6.	<b>What do you warrant?</b>	8.5	If you want to <b>cancel</b> your order, the goods must be returned in the original, undamaged and unopened packaging
6.1	You warrant that all technology, technical information and technical data received directly or indirectly from us under our agreement are intended solely for your use, or for the use of your customers in New Zealand.	8.6	If you believe the goods to be <b>faulty</b> , they must be returned to us in acceptable packaging to protect the goods from further physical damage during transit. We may then, at our sole discretion, notify the manufacturer of the goods of any defect and/or request the manufacturer to repair or replace any defective goods.
6.2	You agree that the goods will not be exported to any other country without first obtaining our approval in writing.	8.7	Orders for indented goods cannot be cancelled.
7.	<b>What warranties do you have?</b>	9.	<b>What rights do we have to cancel our agreement?</b>
7.1	All goods come with the manufacturer's standard warranty, which is usually between one and five years, depending on the product. We do not warrant that repair facilities and parts will be available for the goods.	9.1	We will be entitled to cancel all or any part of our agreement, in addition to our other remedies, if: <ul style="list-style-type: none"> <li>any amounts you owe us are overdue</li> <li>you fail to meet any obligation under our agreement or under any other contract or obligation with us</li> <li>you become insolvent</li> <li>a receiver is appointed in respect of your assets</li> <li>you no longer carry on business or threaten to cease carrying on business</li> <li>an arrangement with your creditors is made or likely to be made</li> <li>your ownership or effective control is transferred or the nature of your business is materially altered</li> <li>you default in taking delivery in time.</li> </ul>
7.2	This warranty is in addition to any rights you may have as a consumer under the Consumer Guarantees Act 1993. The guarantees implied by that Act are expressly excluded if you are acquiring goods for the purpose of a business.	10.	<b>What laws govern the terms and conditions?</b>
7.3	The above warranties are subject to: <ul style="list-style-type: none"> <li>no damage or misuse of the goods</li> <li>correct installation and operation of the goods</li> <li>adequate packaging, cleaning and maintenance of the goods</li> <li>authorised repairs and modifications to the goods</li> <li>the addition of compatible hardware and software</li> <li>correct compatible transformers being used on all lighting circuits.</li> </ul>	10.1	These terms and conditions are governed and interpreted in line with the laws of New Zealand.
7.4	The warranties are also subject to: <ul style="list-style-type: none"> <li>installation of Cat5, or any other specialist or comms cable by an electrical contractor, being carried out to accepted industry standards</li> <li>origins and destinations being correct as per wiring diagrams provided by us</li> <li>all circuits being tested and proven correct before connection to our equipment</li> </ul> <p>If the cable is not correctly installed, or if it is damaged in any way, we cannot warrant that the system will operate correctly and will bear no responsibility for costs involved in replacing or repairing the faulty wiring; we are willing to provide advice or training on correct cabling procedures on request.</p>	10.2	Our failure to enforce any of these terms and conditions does not amount to a waiver of our rights and will not prejudice us to use any right or remedy in the future.
8.	<b>What happens if there is a problem with our delivery?</b>	10.3	You will not assign (allocate someone else) any of your rights or obligations under these terms and conditions without our written consent.
8.1	You must notify us in writing of shortage in a delivery or damaged items in a delivery within 5 days of receipt of that delivery.		