

TERMS & CONDITIONS OF SALE

Central Silo Systems Limited uses all reasonable skill, care and effort in its provision of Products and Services. The following document details the Terms by which Central Silo Systems Limited provides all Products and Services to Buyers unless otherwise agreed in writing. In the event of any conflict between these Terms and any subsequent written agreement, the terms of the subsequent agreement prevail. Central Silo Systems Limited may at any time amend any of the Terms with immediate effect by posting the amended Terms on the Company's website www.centralsilosystems.co.nz and advising the Terms have been amended on the Buyer's invoice. By continuing to order Products and Services, the Buyer is deemed to have accepted the amended Terms.

1. Introduction

- 1.1 Unless expressly agreed in writing, the following terms and conditions apply to the supply of goods and/or services, or any quotation supplied by Central Silo Systems Limited to any customer.

2. Interpretation

- 2.1 'Supplier' means Central Silo Systems Limited. 'Customer' means the party purchasing goods and/or services or requesting a quotation from the Supplier. 'Contract' means the contract between the Supplier and the Customer for the purchase of goods and/or services. 'Goods' means goods which the Supplier contracts to supply to the Customer.

3. Price

- 3.1 Quotations given by the Supplier are valid for 30 days from the date of the quotation unless specified otherwise by the Supplier.
- 3.2 Quotations and Contract prices are based on current costs of labour, materials, exchange rates, insurance, freight, tax, duty, landing charges and suppliers' quotations for component parts. Any subsequent increases in these costs are to the Customer's account.
- 3.3 All quotations and Contract prices are exclusive of GST, other taxes and duties, unless these are expressly included in such quotation or Contract price.

4. Payment

- 4.1 Subject to any contrary provision in the Contract, all payments are due on the 20th of the month following the invoice ('Due Date').
- 4.2 If the Supplier at any time deems the credit of the Customer to be unsatisfactory, it may require security for payment and may suspend performance of its obligations under the Contract until the provision of sufficient security. All costs incurred by the Supplier as a result of such suspension and any re-commencement are payable by the Customer upon demand.
- 4.3 The customer is not entitled to withhold payment or to make any deductions from the contract price without the prior written consent of the supplier.
- 4.4 Receipt of a cheque, bill of exchange, or other negotiable instrument by the Supplier whether before or after judgment will not constitute payment and the Customer remains liable for the full Contract price until such cheque, bill of exchange, or negotiable instrument is paid in full.

5. Interest For Late Payment

- 5.1 Interest at the Supplier's bank base rate plus 5% per annum calculated on a daily basis is payable on any moneys outstanding beyond the Due Date, but without prejudice to the Supplier's other rights in respect of non- payment or late payment.

6. Delivery

- 6.1 Delivery of the Goods and/or services is to be made at the place indicated in the contract or, if no place is indicated in the contract, delivery is to be made at the Customer's premises. If the Customer fails or refuses or indicates to the Supplier that it will fail or refuse to take or accept delivery, then the goods are deemed to have been delivered when the Supplier was willing to deliver them.
- 6.2 The Supplier reserves the right to deliver the Goods and/or services by instalments and each instalment is deemed to be a separate Contract under the same provisions as the main Contract. Should the Supplier fail to deliver or make defective delivery of one or more instalments this shall not entitle the Customer to repudiate the main contract.

- 6.3 The Supplier will use its best endeavours to deliver the Goods and/or services on or before the estimated delivery date, but the Supplier will have no liability to the Customer if there is a delay.

7. Inspection

- 7.1 The Customer is responsible for inspecting the Goods and The Customer is responsible for inspecting the Goods and informing the Supplier of any shortfall or damage within two days of delivery. Otherwise the Customer will be deemed to have accepted the Goods as complying to its order or the Contract (if any) and the Supplier will be under no liability to the Customer. The Supplier's liability for any shortfall is limited to making up that shortfall.
- 7.2 The Supplier's liability for any shortfall is limited to making up that shortfall.
- 7.3 The Supplier's liability for damage to the Goods is limited to either replacing, or at its discretion repairing, the Goods.

8. Risk

- 8.1 Risk of any loss, damage or deterioration of or to the Goods is to be borne by the Customer from the date of delivery of the Goods.

9. Disposal of Goods

- 9.1 The Supplier may dispose of any Goods owned by the Customer and not collected after three months' notice in writing that the Goods are available for collection, and keep any proceeds of such disposal.

10. Retention of Title

- 10.1 Legal and equitable ownership of Goods will remain with the Supplier until payment has been made in full of all payments due and owing to the Supplier.
- 10.2 If Goods become mixed with or incorporated into other goods so that it is impossible or impracticable to remove the Goods then the Supplier will be co-owner of the mixed or new goods in proportion to the contribution calculated by reference to the price of the Goods to the mixed or new goods.
- 10.3 If default is made in payment the Supplier may repossess the goods and dispose of them as it sees fit, may stop any further deliveries, and may cancel any Contract with the Customer. For the purposes of repossession, the Supplier and its agents are irrevocably authorised to enter any premises of the Customer or any third party and the Customer agrees to indemnify the Supplier and its agents for any liability arising from any act or trespass committed by such entry. If before or after default the Goods are incorporated in other goods, but in either case remain identifiable and can be removed (with or without damage to the goods or other things) the Supplier's right of removal shall not be extinguished by their being so incorporated or attached.
- 10.4 The Customer will store the Goods, until payment, in such a way as clearly to indicate that they are the Supplier's Goods.

11. Delay

- 11.1 If the supply or delivery of the Goods is delayed by reason of or as a result of any act, omission, default or request by or on behalf of the Customer, the Supplier may, without prejudice to its other rights and remedies, require payment by the Customer of such portion of the Contract price as represents the extent to which the Supplier has performed the Contract up to the date such payment is required, together with any additional costs incurred by the Supplier as a result of such delay. In the event of such delay continuing beyond a reasonable time, the Supplier may, without prejudice to its other remedies, terminate the Contract.

12. Warranties		
12.1	We warrant that the Goods are free from defects in workmanship and material. Except to the extent of written warranties given by us to you, all warranties and representations in respect of Goods sold or services supplied are excluded, including (to the extent permitted by law) those expressed or implied by law.	15.2 If any Goods are to be supplied to the Customer's design, the Customer warrants that the supply of such Goods by the Supplier will not infringe any patent, copyright, design or other rights of any other person, and the Customer agrees to indemnify the Supplier against any liability incurred by the Supplier, including any costs incurred in the event of any claim being made that the supply of such Goods by the Supplier infringes any patent, copyright, design or other rights of any other person.
12.2	We shall not be liable: a) Where you have altered or modified the Goods, mis-applied the Goods, or have subjected them to any unusual or non-recommended use, servicing or handling; b) For loss caused by any factors beyond our control; c) For any indirect or consequential loss of any kind; d) Where the terms of any written warranty have not been complied with, the operating specifications/directions contained in any manufacturers' handbook provided to you have not been complied with. e) We will not be liable for any replacement parts service or repair work or cost thereof if the supply/installation/or service has been undertaken by any person/persons or entity not a paid employee or authorized agent by authority of Central Silo Systems Ltd.	15.3 The Customer agrees that the Supplier may photograph the Goods at any time during the construction and/or installation period. The Supplier may use any photographs taken in accordance with this clause for media and publication purposes and the Customer consents to that use.
12.3	Our total liability under any warranty for defective or damaged Goods supplied by us or in relation to the provision of services is limited at our option to either: a) Replacing or repairing the defective or damaged Goods at our cost; or b) Refunding the price of the defective or damaged Goods or provision of service.	16. Waiver 16.1 All the original rights, powers, exemptions and remedies of the Supplier remain in full force notwithstanding any neglect, forbearance or delay in their enforcement. 16.2 The Supplier is not deemed to have waived any condition unless such waiver is in writing under signature of the Supplier or its authorised officer, and any such waiver, unless the contrary is expressly stated, applies to and operates only in a particular transaction, dealing or matter.
12.4	Equipment Warranty. Seller warrants that Equipment will be free from defects in material and workmanship for a period of 12 months after the date the Equipment is placed in actual operation. Buyer must notify Seller if the Equipment is not in conformity with this limited warranty during the stated warranty period. Seller's obligation, and Buyer's sole remedy, under this limited Equipment warranty is, at Seller's option, the repair, replacement or correction of any non-confirming Equipment or part thereof. In the event of any warranty claim on mechanical equipment any additional costs involved either labour or associated costs will be payable by the customer.	17. No Assignment 17.1 The Customer may not assign all or any of the Customer's rights or obligations under the Contract without the prior written consent of the Supplier.
13. Default	If the Customer defaults in the payment of any moneys payable to the Supplier under the Contract or if the Customer commits any act of bankruptcy, enters into any composition or arrangement with its creditors or (in the case of a company) does any act which would render it liable to be wound up or have a receiver appointed over its property, the Supplier, without prejudice to any other right it has at law or in equity, may, at its option, suspend or terminate the Contract. In such case payment for the Goods delivered and work performed up to the date of such suspension or termination, and any other moneys payable will immediately become due and payable.	18. Law And Jurisdiction 18.1 The Contract in all respects is deemed to be a contract made in New Zealand and is governed exclusively by New Zealand law.
14. Contract	The items contained in the Supplier's confirmation of order (where the contract arises from an order by the Customer), any supply contract made between the parties together with these terms and conditions are the terms of the Contract.	19. Consumer Guarantees Act 1993 & Credit (Repossession) Act 1997 19.1 If the Customer purchases or indicates that the purchase of the Goods is for business purposes the Consumer Guarantees Act 1993 will not apply and the Customer agrees that the Credit (Repossession) Act 1997 will not apply.
14.1	The Customer acknowledges and agrees that in the case of any conflict between an order submitted by the Customer, and the Supplier's confirmation of order, the Supplier's confirmation of order and these terms and conditions prevail.	20. Personal Property Securities Act 1999 ('PPSA') 20.1 The Customer acknowledges that clause 10 creates a security interest ('Security Interest') (as that term is defined in the PPSA) in the Goods. The Customer agrees that the Security Interest is taken in all of the Customer's present and after-acquired property supplied by the Supplier to the Customer from time to time as security for all amounts payable by the Customer to the Supplier, including but not limited to amounts owed in respect of personal property supplied and credit facilities provided by the Supplier to the Customer from time to time.
14.2	The Customer acknowledges and agrees that in the case of any conflict between an order submitted by the Customer, and the Supplier's confirmation of order, the Supplier's confirmation of order and these terms and conditions prevail.	20.2 The Customer acknowledges and agrees (or is deemed to acknowledge and agree) that where title in goods passes to the Customer, for any reason whatsoever, these terms and conditions constitute a security agreement providing for both future advances and a security in favour of the Supplier in all the Customer's present and after acquired property, but excluding property not supplied by the Supplier.
15. Intellectual Property	Copyright in all know-how, designs, drawings, specifications, photographs, customer lists, data, price lists, catalogues, sales and technical bulletins and all other technical information and patents provided or supplied by the Supplier in connection with the contract is vested in the Supplier and is confidential and must not be copied, lent or used without the Supplier's written consent.	20.3 The Customer: a) Must, upon request, promptly give the Supplier all assistance and information (which the Customer warrants is complete, accurate and up to date in all respects) as is necessary to register a financing statement and to meet all other requirements under the PPSA in respect of the personal property to ensure that the Security Interest constitutes a Perfected Security Interest (as that term is defined in the PPSA) including executing any variations to these terms and conditions of sale reasonably requested by the Supplier; b) Agrees to the Supplier registering a financing statement to protect its security interest under these terms and conditions; c) Must not register a financing change statement or a change demand in respect of the personal property (as those terms are defined in the PPSA);

- d) Must give the Supplier not less than 14 days prior written notice of any change or proposed change in the Customer's name, or any other details including but not limited to changes in the Customer's address, trading name, type of business or contact phone or facsimile numbers;
- e) Must pay to the Supplier promptly on request the cost of registering or subsequently amending the financing statement and the costs of enforcing or attempting to enforce the contract evidenced by these terms and conditions;
- f) Agrees that Sections 114 (1) (a), 133 and 134 of the PPSA will not apply to the Security Interests created by these terms and conditions, and agrees to contract out of the Customer's rights referred to in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, 132 of the PPSA;
- g) Waives its right to receive a verification statement under Sections 148 of the PPSA.

21 Governing law

These Terms of Trade will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand courts will have non-exclusive jurisdiction in respect of all matters between us. The parties hereby nominate as the initial forum for the determination of any judicial proceedings be determined in the District/High Court at Palmerston North.

22 The Privacy Act

To the maximum extent permitted by law, you and any guarantor (if relevant) authorise us to collect and hold personal information from any source we consider appropriate to be used for the purposes of determining credit worthiness, for communicating promotional activities and product information, for debt collection purposes, or for any other related purpose. You further authorise us to disclose such information for the purposes set out above to any other parties. You are advised that you have a right of access to any personal information about you held by us, and may request correction of personal information held by us about us.

23 Use of the Company's Name

Prior written consent is required by us before any public reference to the Company or the Company's provision of Goods and services is made by you. This includes use of the Company's name in any advertising and promotional material.