Concept Tile Collective – Terms & Conditions of Trade

- Definitions
 "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.
- 12
- Contract.

 Seller means Concept Tile Collective, its successors and assigns or any person acting on behalf of and with the authority of Concept Tile Collective.

 Client means the persons, entities or any person acting on behalf of and with the authority of the Client requesting the Seller 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
- (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 hind 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.
 'Goods' means all Goods or Services supplied by the Seller 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).
 'Confidential Information' means information of a confidential nature whether oral,
 written or in electronic form including, but not limited to, this contract, either party's
 intellectual property, operational information, know-how, trade secrets, financial and
 formation' such as: name, address, D.O.B. occupation, driver's licence details
 celectronic contact (email, Fazebook or Twitter details), medical insurance details or
 next of kin and other contact information (where applicable), previous credit
 applications, credit history) and pricing details.
 'Cookies' means small fillse which are stored on a user's computer. They are designed
 to hold a modest amount of data (including patronal 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 ordering from the website, then the Client shall have the right to
 enable (disable the Cookies the Price payable (plus any Goods and Services Tax ("GST")
 where applicable) for the Goods as agreed between the Seller and the Client in
 accordance with clause 5 below.

 Acceptance
- 17

- 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.
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- of the Goods.

 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. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties. The Client acknowledges that the supply of Goods on credit shall not take effect until the Client has completed a credit application with the Seller and it has been approved with a credit limit established for the account.

 In the event that the supply of Goods request exceeds the Clients credit limit and/or the account exceeds the payment terms, the Seller reserves the night to refuse delivery. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 225 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

Errors and Omissions

- Errors and Omissions
 The Client acknowledges and accepts that the Seller 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 the Seller 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 the Seller in respect of the Services.

 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 the Seller; the Client shall not be entitled to treat this Contract as repudiated nor render it invalid. 32

Change in Control The Client shall give

Change in Control
The Client shall give the Seller 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 numberis, change of Trustees or business practice). The Client shall be liable for any
loss incurred by the Seller as a result of the Client's failure to comply with this clause.

- Price and Payment
 At the Seller's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by the Seller to the Client; or
 (b) the Price as at the date of delivery of the Goods according to the Seller's current price
- (b) the Price as at the date of delivery of the Goods according to the Seller's current price list, or (c) the Seller'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. The Seller reserves the right to change the Price if a variation to the Seller's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to the Seller in the cost of taxes, levies, materials and labourly will be charged for on the basis of the Seller's quotation, and will be detailed in writing, and shown as variations on the Seller's invoice. The Client shall be required to respond to any variation submitted by the Seller within ten (10) working days. Failure to do so will entitle the Seller and the top of the variation to the Price. Payment for all variations must be made in full at the time of their completion. At the Seller's sold discretion a non-refundable deposit may be required. The deposit amount or percentage of the Price will be stipulated at the time of the order of the Goods and stall become immediately use and payable.

 Selection of the decident of the Price will be sessence, the Price will be payable by the Client on the dates' determined by the Seller, which may be:

 (b) we do installments/progress payments in accordance with the Seller's payment of the foods:

 (c) by way of installments/progress payments in accordance with the Seller's payment of the refundance of the month in
- 5.3
- Leave believery of the Goods:

 (c) by way of instalments/progress payments in accordance with the Seller's payment schedule;

 (d) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is delivered to the Client's address or address for notices;

 (e) the date specified on any invoice or other form as being the date for payment; or (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by the Seller.

 The Client accepts and acknowledges that any discount offered by the Seller is valid only for the agreed term. If payment is not made by the due date, the Seller reserves the right to revoke the discount applied, and the Client shall be invoiced for the full Price of the Sellowship of the Seller is valid only for the sellowship of the Seller is valid only for the sellowship of the Seller is valid only for the agreed term. If payment is not made by the due date, the Seller is sealing the sellowship of the Seller is valid only for the sellowship of the Seller is valid only for the sellowship of the Seller is valid only for the sellowship of the Seller is valid only for the sellowship of the Seller is valid only for the sellowship of the Seller is valid only for the sellowship of the Seller is valid only for the sellowship of the Seller is valid only for the sellowship of the Seller is valid only for th
- Goods.

 Payment may be made by cash, electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Client and the 5.6
- 5.8
- transaction may apply), or by any other method as agreed to between the Client and the Seller.

 The Seller may in its discretion allocate any payment received from the Client towards any invoice that the Seller determines and may do so at the time of receipt or at any time afterwards. On any default by the Client the Seller may re-allocate any payments previously received and allocated. In the absence of any payment allocation by the Seller, payment will be deemed to be allocated in such manner as preserves the maximum value of the Seller's Purchase Money Security Interest (as defined in the PPSA) in the Goods. 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 the Seller nor to withhold payment of any invoice because part of that invoice is in dispute.

 Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to the Seller an amount equal to any GST the Seller must pay for any supply by the Seller 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. 5.9

Delivery of Goods

- very ("Delivery") of the Goods is taken to occur at the time that: the Client or the Client's nominated carrier takes possession of the Goods at the
- ia) the Juent or the Client's nominated carrier takes possession of the Goods at the Seller's address or (b) the Seller's oniminated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at the address. At the Seller's sole discretion the cost of delivery is either included or is in addition to the Price.
- The Seller may deliver the Goods in separate instalments. Each separate instalment shall 6.3
- rise seiter may gewer the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. Any time specified by the Seller for delivery of the Goods is an estimate only. The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. The Seller will not be liable for any loss or damage incurred by the Client as a result of delivery being tale. In the event that the Client is unable to take delivery of the Goods as arranged then the Seller shall be entitled to charge a reasonable fee for redelivery and/or storage.

- **Risk**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.
- If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, the Seller is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's nights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries.

 If the Client requests the Seller to leave Goods outside the Seller's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the
- or to deliver the GOOUS to all unaucous accounts. Client's sole risk.

 The Client acknowledges that variations of colour, shade and grain are inherent in all kiln fired products and natural stone. While every effort will be taken by the Seller to match colour, shade or grain of product, the Seller shall not be liable for any loss, damages or

- costs howsoever arising resulting from any variation in colour, shading or grain between batches of product or sale samples and the final product supplied.

 The Seller gives no quarantee (expressed or implied) against crazing, cracking, chipping or soratching that may occur that is beyond the Seller's control due to the nature of the product at the time of installation, therefore it is recommended that the Client allows for extra product for such breakages.

 The Client acknowledges that it is the Client's responsibility to check quantities, with an on-site measurement before commencing fixing. Measurements taken off plans or the Client's figures by the Seller are approximate only and no responsibility is taken for their accuracy. If the Client offers an insufficient number of tiles, then the Seller will take no responsibility for any variation of colour in further batches supplied to the Client or the inablity to supply Goods at all.
- Goods at all.

 The International Grading Standard for first grade tiles, ISO13006, permits variations to 0.5% and 0.6% for dimensional irregularities. Appearance and surface quality irregularities may be up to 5% in any lot. Such irregularities shall not be deemed to be a defect.
- detect.
 It is the Client's responsibility to ensure that the Goods delivered are as selected and that the shade, sizing and grading are acceptable. The Seller will accept no responsibility for tiles that have already been affixed.

8. 8.1

- 8.3
- Title
 The Seller and the Client agree that ownership of the Goods shall not pass until:
 (a) the Client has paid the Seller all amounts owing to the Seller; and
 (b) the Client has met all of its other obligations to the Seller, and
 (c) the Client has met all of its other obligations to the Seller, and
 (d) the Seller 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. It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 8.1:
 (a) the Client is only a bailee of the Goods and must return the Goods to the Seller on request;
 (b) the Client holds the benefit of the Client's insurance of the Goods on trust for the Seller the Client's the Client's insurance of the Goods on trust for the Goods.
 - request; the Client holds the benefit of the Client's insurance of the Goods to the Seller on the Seller the Client holds the benefit of the Client's insurance of the Goods on trust for the Seller and must pay to the Seller the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; the Client must not sell, dispose, or otherwise part with possession of the Good other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Good them the Client must hold the proceeds of any such act on trust for the Seller and must pay or deliver the proceeds to the Seller on demand;
 - on demand:

 the Client should not convert or process the Goods or intermix them with other goods
 but if the Client should not convert or process the Goods or intermix them with other goods
 but if the Client and must sell, dispose of or return the resulting product to the
 Seller as it so directs;
 the Client irrevocably authorises the Seller to enter any premises where the Seller
 believes the Goods are kept and recover possession of the Goods;
 the Seller may recover possession of any Goods in transit whether or not delivery has
 occurred:

 - (f)
 - ure serier may recover possession of any Goods in transit whether or not delivery has occurred; 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 the Seller;
 - Seller; the Seller may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

- Personal Property Securities Act 1999 ("PPSA")
 Upon assenting to these terms and conditions in writing the Client acknowledges and
 - es that:
 these terms and conditions constitute a security agreement for the purposes of the PPSA; and

 - these terms and conditions constitute a security agreement for the purposes of the PPSA; and a security interest is taken in all Goods and/or collateral (account) being a monetary obligation of the Client to the Seller for Services that have previously been supplied and that will be supplied in the future by the Seller to the Client. Client undertakes to:
 Sign any further documents and/or provide any further information (such information to be compiled; accourate and up-to-date in all respects) which the Seller may reasonably be compiled; accourate and up-to-date in all respects) which the Seller may reasonably element or financing change statement on the Personal Property Securities Register indemnify, and upon demand reimburse, the Seller 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, not register, or permit to be registered, a financing statement or a financing change statement or the station to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Seller, and immediately advise the Seller 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
- ure would result in a change in the nature of proceeds derived from such sales. The Seller and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions. The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA. Unless otherwise agreed to in writing by the Seller, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA. The Client shall unconditionally ratify any actions taken by the Seller under clauses 9.1 to 9.5.

- 9.6
- 9.b. Subject to any express provisions to the contrary (including those contained in this clause 9), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.
- Security and Charge In consideration of the Seller agreeing to supply the Goods, the Client charges all of its
- If consideration or tire select agreeing to supply the Coosts, the content changes are not rights, title and interest (whether joint or severall) in any land, really or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms and conditions (including, but not limited
- by the Client of its obligations under these terms and conditions (including, but not limited to, the payment of any money). The Client indemnifies the Seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Seller's rights under this dause.

 The Client irrevocably appoints the Seller and each director of the Seller as the Client's true and lawful attorney's to perform all necessary acts to give effect to the provisions of this clause 10 including, but not limited to, signing any document on the Client's behalf. 10.3

- Defects and Returns
 The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery
 (time being of the essence) notify the Seller of any alleged defect, shortage in quantity,
 damage or failure to comply with the description or quote. The Client shall afford the Seller
 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 the Seller has agreed in writing that the Client is entitled to reject,
 the Seller's liability is limited to either (at the Seller's discretion) replacing the Goods or
 repaining the Goods.
 Goods will not be accepted for return other than in accordance with 11.1 above, and
 provided that:
- - vided trial: the Seller has agreed in writing to accept the return of the Goods; and the Goods are returned at the Client's cost within fourteen (14) days of the delivery
 - date; and the Seller will not be liable for Goods which have not been stored or used in a proper
- (c) the Seller 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.

 The Seller will not accept the return of Goods for credit. The seller may (in its discretion) accept for credit and the seller may (in its discretion) accept the return of Goods for credit but this may incur a heading fee of twenty percent (20%) of the value of the returned Goods plus any freight. Subject to disses 11.1, non-discussist items or Goods made to the Client's specifications are not acceptable for credit or return.

Warranty
For Goods not manufactured by the Seller, the warranty shall be the current warranty
provided by the manufacturer of the Goods. The Seller 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.

Consumer Guarantees Act 1993
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 do not apply to the supply of Goods by the Seller to the Client.

- Intellectual Property

 Where the Seller has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of the Seller. Under no circumstances may such designs, drawings and documents be used without the express written approval of the Seller.

 The Client warrants that all designs, specifications or instructions given to the Seller will not cause the Seller to infringe any patent, registered design or trademark in the execution of the Client sorder and the Client agrees to indemnify the Seller against any action taken by a third party against the Seller in respect of any such infringement.

 The Client agrees that the Seller may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Seller has created for the Client.

- created for the Client.

 Default and Consequences of Default
 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 the Seller's sole discretion such interest shall compound monthly at such a rate)
 after as well as before any judgment.

 If the Client owes the Seller any money the Client shall indemnify the Seller from and
 against all costs and disbursements incurred by the Seller in recovering the debt (including)

 bit and limited to internal administration face laiend mosts on a soliciting and own client hasis.
- 15.2 against all costs and disbursements incurred by the Seller in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Seller's collection age

- shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Seller under this clause 15 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.

 Without prejudice to the Seller's other remedies at law the Seller shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to the Seller shall, whether or not due for payment, become immediately payable if:

 (a) any money payable to the Seller becomes overdue, or in the Seller'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 the Seller;

 (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

 - enters into an analysement with deducts, or makes an assignment for the benefit of its creditors; or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

- Cancellation
 Without prejudice to any other remedies the Seller may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions the Seller may suspend or terminate the supply of Goods to the Client. The Seller will not be liable to the Client for any loss or damage the Client suffers because the Seller will not be liable to the Client first bid subse.

 The Seller 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 the Seller shall repay to the Client any money paid by the Client for the Goods. The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

- Client for the Goods. The Seller shall not be liable for any loss or damage whatsoever anising from such cancellation. 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 the Seller as a direct result of the cancellation (including, but not limited to, any loss of profits). 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.

Cancellation of droes for Goods made to the Client's specifications, or for non-stockist terms, will definitely not be accepted once production has commenced, or an order has been placed.

Privacy Policy
All emals, documents, images or other recorded information held or used by the Seller is Personal Information and order for the Client's and therefore considered confidential. The Seller acknowledges its obligation in relation to the handling, use disclosure and processing of Personal Information pursuant to the Privacy Act 1993 (the Act) including Part II of the OECD Guidelines and as set out in Schedule SA of the Act and any statutory requirements where relevant in a European Economic Area "EEA" then the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws). The Seller acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by the Seller that may result in serious harm to the Client, the Seller will notify the Client in accordance with the Act and/or the GDPR. Any release of such personal information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law. Notwithstanding duses 17.1, privacy limitations will extend to the Seller in respect of vockies where transactions for purchasesorders transpire directly from the Seller's 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
(c) reports are available to the Seller when the Seller sends an email to the Client, so the Seller may collect and review that information ("collectively Personal Information") in order to enable / disable the collection of Personal Information by way of Cookies, the Client shall have the right to enable / disable the collection by Personal Information by way of Cookies, the Client shal

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Service of Notices

- Service of Notices

 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;
- (s) by senting it or jegistered post to the adurties of the other party as stated in this Contract;

 (d) if sent by facinite 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. 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 18 2

20.4

- Trusts
 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 the Seller may have notice of the Trust, the Client covenants with the Seller 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 trud;

 - may have against the Trust and the trust fund; 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 treach of trust or be a party to any other action which might prejudice that right of indemnity. the Client will not without consent in writing of the Seller (the Seller will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events; (b) the Con
 - - 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.

- (iv) any resettlement of the trust property.

 General

 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 that lone to affected, prejudiced or impaired.

 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 Zealand. The Seller shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or exposes (including loss of profits yaidred by the Client arising out of a breach by the Seller of these terms and conditions (alternatively the Seller's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

 The Seller may licence and/or assign all or any part of its rights and/or obligations under the Seller and visited the Client cannot licence or assign without the written approval of the Seller.

 The Client cannot licence or assign without the written approval of the Seller.

 The Seller sup-contractors without the authority of the Seller any instruction to any of the Seller sub-contractors without the authority of the Seller sub-contractors without the authority of the Seller sub-contractors without the authority of the Seller any and the date on which the Client accepts such changes, or otherwise at such time as the Client makes a further request for the Seller to provide Goods to the Client.

 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of

- provide Goods to the Client.

 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of 20.8
- either party.

 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. 20.9

Clients Initials:	Date: