

# WEIGHTEC (NEW ZEALAND) LIMITED

## GENERAL CONDITIONS OF SALE:

WEIGHTEC (NEW ZEALAND) LTD herein after is referred to as "WEIGHTEC".

1. All orders for WEIGHTEC products and/or services shall be subject to these Conditions of Sale. No modified or other conditions will be recognised by WEIGHTEC unless specifically agreed to in writing by an authorised official of Weightec. Failure of Weightec to object to provisions contained in any order or communications from a purchaser shall not be construed as a waiver of these Conditions nor an acceptance of any such provisions.
2. Prices are subject to change without notice. Verbal quotations expire the same day they are made. Written quotations automatically expire thirty (30) calendar days from the date of issue and can be terminated at any time within that period.
3. The standard terms of payment are Nett within 7 days from date of invoice. Balances over 30 days old are subject to a one and one half (1½%) percent per month service and carrying charge. All work extending over thirty days duration will be invoiced monthly based on percentage completion. Equipment held for the purchaser shall be at the risk and expense of the purchaser and payment shall become due from the date on which WEIGHTEC is prepared to make shipment.
4. All clerical errors are subject to correction.
5. WEIGHTEC retains the right to immediate recovery from the purchaser, any Sales Tax payable by it consequent upon the non-acceptance by the taxation authorities of the exemption claimed by the purchaser.
6. Changes from the original specifications on which an accepted order is based will not be accepted unless approved in writing by an authorised official of WEIGHTEC. If such changes increase the cost of any product or work then such additional expenses shall be in addition to the original accepted order.
7. No penalty clause of any kind, in any order, will be effective unless specifically approved in writing by an authorised official of WEIGHTEC. WEIGHTEC shall not be liable for any damage caused by delays beyond WEIGHTEC's reasonable control, including without limitations, fire, strike, act of God, transportation failures, or inability to obtain labour, materials or manufacturing facilities. In the event of any such delay, the date of delivery for a period equal to the time lost by reason of the delay. Should despatch be hindered, delayed or suspended by the purchaser's instructions or lack of instructions the contract price shall be increased to cover any extra expenses incurred therein.
8. Any order may be cancelled by the purchaser only upon payment of charges based upon percentage completed and commitments made by WEIGHTEC. The minimum cancellation charge will be 10% of the net sales price.
9. Claims for shortages or incorrect equipment or poor quality of work performed must be made in writing within fourteen (14) days after the receipt of goods or services by the purchaser, and failure to give WEIGHTEC such written notice within fourteen (14) days period shall be an unqualified acceptance of the equipment and a waiver by the purchaser of all such claims.
10. WEIGHTEC warrants all WEIGHTEC products against defects in material and workmanship for the following periods:
  - (a) Mechanical parts – for twelve (12) months from date of installation of fifteen (15) months from date of delivery or fifteen (15) months after parts are ready for delivery which ever shall be the shorter period.
  - (b) Electronic parts – for three (3) months from the date of installation or six (6) months from the date of delivery or six (6) months after parts are ready for delivery whichever shall be the shortest period.
  - (c) Proprietary items – WEIGHTEC will guarantee proprietary items only to the extend of warranty provided by the original manufacturer.

WEIGHTEC will replace free of charge any part, and/or make without charge any repairs caused by defective workmanship provided a written claim is received by WEIGHTEC within the period mentioned above.

WEIGHTEC reserves the right to make such replacement or repair with WEIGHTEC personnel and at a location designated by it. WEIGHTEC obligation to make such replacement and repair will not apply to any WEIGHTEC products where the servicing and maintenance of such products is carried out by other than authorised WEIGHTEC personnel, or where the products are improperly stored by the purchaser prior to installation. WEIGHTEC liability is limited to the original purchase price of the WEIGHTEC equipment sold, and specifically excludes any freight, travel and/or lodging costs incurred during the warranty repairs.

Under no circumstances will WEIGHTEC be responsible for any consequential or contingent damage due to the performance of equipment supplied or serviced by it. WEIGHTEC is insured for Employers Liability and maintains a Public Liability insurance Policy.

11. All quoted prices are ex works. Freight and Insurance to final destination will be to purchasers account, unless specifically agreed to in writing by the authorised official of WEIGHTEC.
12. In the case of goods to be imported, the price is based on WEIGHTEC purchasing prices, exchange rates, freight rates, marine and war risk insurance, duty classification and primage and where applicable, sales tax ruling at the date of the quotation. If between this date and the date on which the goods are delivered, any variation should occur in any of these charges which affect the cost of the goods. WEIGHTEC reserves the right to amend the price to allow for such variations.
13. If, at any time, any question, dispute or difference shall arise between WEIGHTEC and the purchaser upon, in relation to, or in connection with contract, either party may give the other notice in writing of the existence of such question, dispute or difference and the same shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement, to an arbitrator to be appointed by the president for the time being of the Law Society.

This submission shall be deemed to be submission to arbitration within the meaning of the Arbitration Act, or any statutory modification thereof.

Work under the contract shall so far as may be reasonably practicable continue during the Arbitration proceedings and no payment which may be or shall become due shall be withheld on account of such proceedings.