



LPINZ LIMITED

TERMS AND CONDITIONS OF SALE

1. DEFINITIONS

1.1 In these Terms, unless the context requires otherwise:

"CIF" means cartage, insurance and freight paid to New Zealand Port of Entry or to the destination in New Zealand, as stated in LPINZ's commercial terms relating to the sale;

"Contract" means these Terms together with any quotation, order, invoice or other document or amendments expressed or implied to be supplemental to the contract and includes, without limitation, any contract or agreement between LPINZ and the Purchaser in respect of the purchase of Goods from LPINZ or the supply of Goods, Services and/or Works by LPINZ of which these Terms will form part;

"Defective Goods" has the meaning given to that term in clause 13.1;

"Delivery" has the meaning given to that term in clause 5.3;

"Ex Store" means Goods shipped from LPINZ's store in Auckland;

"Force Majeure" has the meaning given to that term in clause 17.1;

"Goods" means the goods supplied by LPINZ to the Purchaser (and where the context so permits shall include any supply of Services and completion of Works) and are as described on the invoices, Quotes, work authorisations, Orders or any other forms as provided by LPINZ to the Purchaser;

"Guarantor" means that person, persons, entity or entities guaranteeing the obligations of the Purchaser to LPINZ;

"GST" means goods and services tax at the prevailing rate from time to time pursuant to the Goods and Services Tax Act 1985;

"HSW Act" means the Health and Safety at Work Act 2015;

"LPINZ" means LPINZ Limited and its successors and assigns or its duly authorised agent;

"Order" means any purchase order, order or request by the Purchaser for the supply of Goods, Services and/or Works made by any medium;

"Order Acceptance" means when LPINZ has notified the Purchaser in writing of LPINZ's acceptance of an Order;

"Quote" means any quotation for the proposed supply of Goods, Services and/or Works issued by LPINZ to the Purchaser;

"Personal Information" means the Purchaser's name, address, date of birth, occupation, driver's license details, electronic contact details, insurance details and other information (where applicable), previous credit applications, credit history and/or overdue fines balance information held by the Ministry of Justice;

"PPSA" means the Personal Property Securities Act 1999;

"PPSR" means the Personal Property Securities Register;

"Price" means the cost of the Goods, Services and/or Works as agreed between LPINZ and the Purchaser subject to clause 4. Unless a price is agreed in writing, the price payable is LPINZ's current price at the date of supply;

"Privacy Act" means the Privacy Act 2020;

"Purchaser" means any person (and if more than one, each of them jointly and severally) purchasing Goods from LPINZ and/or requesting Services and/or Works from LPINZ and includes any person acting on behalf of or with the authority of that person or entity, and includes Related Companies (as that term is defined in the Companies Act 1993) and successors and assigns of the Purchaser;

"Services" means all services supplied by LPINZ to the Purchaser and includes any advice or recommendations (and where the context so permits shall include any supply of Goods and completion of Works) and are as otherwise described on the invoices, Quotes, work authorisations, Orders or any other forms as provided by LPINZ to the Purchaser;

"Shipped" means placed on board the vehicle, vessel or aircraft for transport to the Purchaser;

"Site" means the Purchaser's property or premises where the Services and/or Works are to be undertaken or where Goods are to be delivered;

"Terms" means these terms and conditions of sale which LPINZ may amend from time to time by notice in writing to the Purchaser;

"Trust" has the meaning given to that term in clause 22.1;

"Variation" means any variation to the Goods, Services and/or Works to be supplied or provided by LPINZ and includes additional Services and Works required due to the discovery of hidden or unidentifiable difficulties which are only discovered on commencement of the Services or Works, which may change the methodology of the Services or Works to be provided;

"Works" means all works undertaken by LPINZ for the Purchaser and includes labour, construction and ancillary works (and

LPINZ - Innovative Lightning and Surge Protection Solutions



Direct Strike
Protection



Surge & Transient Protection for Power, Data,
Communications and RF lines



Grounding Products &
Solutions



where the context so permits shall include any supply of Goods and Services) and are as otherwise described on the invoices, Quotes, work authorisations, Orders or any other forms as provided by LPINZ to the Purchaser;

"Working Day" means a day on which registered banks are open for business in Auckland, excluding Saturdays, Sundays and public holidays.

- 1.2 Clause headings are for reference purposes only and do not form part of these Terms.
- 1.3 Any provision of these Terms to be performed or observed by two or more persons binds those persons jointly and severally.
- 1.4 The singular includes the plural and vice versa, and words importing one gender include all other genders.
- 1.5 References to any statute, regulation or rules includes any amendment to them and any substitute of them. A reference to an enactment or any regulations is a reference to that enactment, or those regulations as amended, or to any enactment or regulations substituted for that enactment or those regulations.
- 1.6 References to a **"person"** means any natural person, company, corporation, firm, partnership, joint venture, society, organisation or other group or association of persons (whether incorporated or not), trust, state or agency of state, statutory or regulatory body, local authority, government or semi-governmental body or agency (in each case whether or not having separate legal personality).
- 1.7 The Purchaser agrees that these Terms shall apply to the provision of all Goods, Services and Works by LPINZ to the Purchaser to the exclusion of any other terms and conditions, including (without limitation) any terms and conditions in the Purchaser's documents which purport to provide that the Purchaser's own terms shall prevail.
- 1.8 LPINZ is under no obligation to accept all or any of the Purchaser's orders.
- 1.9 LPINZ reserves the right to supply Goods, Services and/or Works under these Terms in full or only in part.
- 1.10 Unless specified otherwise, all references to sums of money are in terms of New Zealand currency (NZD), and all documents and correspondence between LPINZ and the Purchaser must be in the English language.

2. ACCEPTANCE

- 2.1 Any Order received by LPINZ from the Purchaser for the supply of Goods, Services and/or Works and/or the Purchaser's acceptance of Goods supplied by LPINZ shall constitute acceptance of these Terms. By placing an Order, the Purchaser represents that the Purchaser has read, understood and accepted these Terms and agrees to be bound by them. Any Order placed constitutes a legal offer to purchase that is capable of being accepted by LPINZ regardless of whether or not the Purchaser receives a confirmation of the Order.
- 2.2 Once accepted these Terms are irrevocable and can only be amended or rescinded in accordance with these Terms or with the written consent of LPINZ.
- 2.3 The Purchaser agrees that all future Orders submitted by the Purchaser shall be deemed to be subject to the current Terms in place at the time the Order is placed unless varied in writing and signed by LPINZ.
- 2.4 LPINZ may insist on the Purchaser accepting the Quote and these Terms in writing by signing the Order or another form of written acceptance.
- 2.5 Despite the Purchaser at any time providing, referring to, submitting or otherwise using or purporting to use any standard form terms and conditions other than these Terms, such terms and conditions will not form part of, or be incorporated into, any agreement between the parties.

3. ORDERS AND QUOTES

- 3.1 No order placed by the Purchaser shall be deemed to be accepted by LPINZ until a fully completed Order Acceptance containing LPINZ's commercial terms relating to the sale of Goods and/or the provision of Services and Works and these Terms have been:
 - (a) signed by the Purchaser or its duly authorised agent (such signature to be an express confirmation of the details of the Order and acknowledgment that the commercial terms and these Terms have been read, understood and accepted by the Purchaser); and
 - (b) delivered or transmitted by e-mail to LPINZ; and
 - (c) signed by LPINZ.
- 3.2 LPINZ does not accept cancellation of Orders once works have commenced. No Goods can be returned for credit or exchange without the prior written permission of LPINZ.
- 3.3 Goods offered for ordering are subject to availability while stocks last. LPINZ may change information about Goods at any time, without notice. If LPINZ cannot supply the Goods ordered by the Purchaser, LPINZ may either substitute similar Goods at its discretion or decline to fill the Order. If LPINZ supplies substitute Goods, any resulting price adjustment will be made to the total Price for all Goods included in the accepted Order, on the invoice for the Goods that are actually supplied.
- 3.4 No cancellation, amendment or variation of the whole or any part of any Order which is the subject of an Order Acceptance

LPINZ - Innovative Lightning and Surge Protection Solutions



Direct Strike
Protection



Surge & Transient Protection for Power, Data,
Communications and RF lines



Grounding Products &
Solutions



shall be binding on LPINZ until a revised Order Acceptance is in existence.

- 3.5 The Purchaser acknowledges that the provision of a Quote by LPINZ is not an offer or acceptance which will give rise to a contract.
- 3.6 Quotes are valid for a period of thirty (30) days from the date of the Quote. LPINZ reserves the right to review any costs for work accepted outside of the thirty (30) day period.
- 3.7 Quotes include all materials and labour unless otherwise expressly stated. No other items, or allowances are included in Quotes, including (without limitation) to:
 - (a) delivery, freight, packaging and insurance;
 - (b) customs duties (if any);
 - (c) GST, unless stated otherwise in LPINZ's commercial terms relating to the sale;
- 3.8 The Purchaser shall be deemed to have accepted the Quote and entered into an agreement with LPINZ if the Purchaser:
 - (a) gives LPINZ instructions to supply the Goods, Services and/or Works within 30 days after receiving the Quote; or
 - (b) verbally accepts the Quote within thirty (30) days after receiving the Quote.
- 3.9 Any Quote shall be:
 - (a) open for acceptance only in the manner provided in clause 3.10;
 - (b) deemed to be withdrawn unless accepted before the expiration of thirty (30) days after receiving the Quote.
- 3.10 An agreement made in accordance with this clause 3 will be wholly documented by (in descending order of precedence) these Terms, the Quote and any specific terms agreed in writing and set out in the Order, which documents shall constitute the entire agreement and will supersede all prior negotiations, proposals and correspondence between the parties.
- 3.11 Except as expressly provided in these Terms, the Services and Works are provided "as is" without any warranties of any kind, including implied warranties of merchantability, fitness for a particular purpose, or non-infringement.
- 3.12 LPINZ shall, without liability on its part, and without prejudice to any other right it has at law or in equity, have the right by notice in writing to the Purchaser to suspend or cancel in whole or in part any Contract for the supply of Goods, Services and/or Works, in so far as it remains unperformed, at the time of, or after, any of the following events:
 - (a) if the Purchaser defaults in the payment of any moneys due under the Contract or these Terms;
 - (b) if a resolution is passed or an order made by any Court for the winding of the Purchaser, except for the purposes of reconstruction or amalgamation;
 - (c) if the Purchaser shall be insolvent, bankrupt or placed in liquidation;
 - (d) if the Purchaser shall make or enter into or endeavor to make or enter into any composition assignment or other arrangement with or for the benefit of its creditors.
- 3.13 Any cancellation or suspension of a Contract for the supply of Goods, Services and/or Works by LPINZ pursuant to clause 3.14 shall not affect LPINZ's claim for moneys due to the time of the cancellation or suspension or for damages for any antecedent breach of any express or implied term of that Contract or these Terms. Any suspension of the Contract shall not prevent termination of the Contract by LPINZ during the period of suspension.
- 3.14 Where LPINZ gives any advice, recommendation, information, assistance or service in relation to Services and/or Works supplied such is given in good faith to the Purchaser, or the Purchaser's agent, and is based on LPINZ's own knowledge and experience and shall be accepted without liability on the part of LPINZ.

4. PRICE AND PAYMENT

- 4.1 The Price shall be the price as indicated on the Quote if validly accepted by the Purchaser in accordance with clause 3 or otherwise on the invoices provided by LPINZ to the Purchaser in respect of Goods, Services and/or Works supplied. The Price is subject to suitable access to the Site being available.
- 4.2 The Price is exclusive of GST and other taxes and duties which may be applicable, unless expressly included in the Quote.
- 4.3 A deposit of 50% of the Price is payable on acceptance of an Order by LPINZ. The balance of the Price is payable on or before the twentieth (20th) day of the month following the date of LPINZ's invoice. LPINZ reserves the right to require the Purchaser to pay for Goods, Services and/or Works prior to their supply by LPINZ.
- 4.4 Any expenses incurred by LPINZ while providing the Services will be reimbursed by the Purchaser, provided they are pre-approved by the Purchaser in writing, or are required by the relevant legal authorities.
- 4.5 The Price for the Goods, Services and/or Works are the prices at the time the Order is submitted except:
 - (a) in the case of manifest error; or
 - (b) any other error that LPINZ notifies to the Purchaser at any time.
- 4.6 LPINZ reserves the right to change the Price:
 - (a) by the amount of any reasonable increase in the cost of supply (including, but not limited to, costs of materials and currency exchange rate increases) of the Goods, Services and/or Works that is beyond the control of LPINZ between

LPINZ - Innovative Lightning and Surge Protection Solutions



Direct Strike
Protection



Surge & Transient Protection for Power, Data,
Communications and RF lines



Grounding Products &
Solutions



- the date of the Order and Delivery;
- (b) if a Variation to the Goods, Services or Works which are to be supplied is requested by or on behalf of the Purchaser; or
 - (c) where additional Goods, Services or Works are required due to the discovery of hidden or unidentifiable difficulties which are only discovered on commencement of the Services or Works, which may change the methodology of the Services or Works to be provided.
- 4.7 If LPINZ exercises its right to change the Price in accordance with clause 4.6, LPINZ will inform the Purchaser of the change in Price. The Purchaser will have five (5) Working Days to accept the new Price or cancel the Order. In the event that the Order is cancelled pursuant to this clause, the Purchaser will pay all LPINZ's invoices that relate to work undertaken at the original Price prior to the date of cancellation and the Purchaser shall be liable for any and all loss incurred (whether direct or indirect) by LPINZ as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 4.8 Variations will be charged for on the basis of LPINZ's Quote, and will be detailed in writing, and shown as variations on LPINZ's invoice. The Purchaser shall be required to respond to any variation submitted by LPINZ within five (5) Working Days. Failure to do so will entitle LPINZ to add the cost of the Variation to the Price. Payment for all Variations must be made in full at the time of their completion.
- 4.9 LPINZ may apply and apportion payments received from the Purchaser to any account of the Purchaser that has moneys outstanding (in LPINZ's sole and absolute discretion).
- 4.10 The Purchaser must pay the Price for the Goods, Services and/or Works together with any administration fees, delivery and associated charges (if any), interest and any other monies (including, but not limited to, disbursements, legal costs and debt collection costs) due under these Terms, plus GST, as applicable, without set-off, deduction or counterclaim. All payments must be in electronically transmitted cleared funds.
- 4.11 Receipt by LPINZ of any other form of payment shall not be deemed to be payment until that form of payment has been honored, cleared or recognised to LPINZ's satisfaction (acting reasonably) and until then LPINZ's ownership or rights in respect of the Goods shall continue.
- 4.12 If any part of an invoice is disputed, the Purchaser must pay the full amount invoiced, including the disputed amount(s), then seek a refund of the amount in dispute.
- 4.13 If payment is not received on the due date, LPINZ, without giving further notice and as an addition to any other right of action it may have against the Purchaser, shall have the right to charge the Purchaser interest on any amount outstanding. Interest on any overdue invoices shall accrue daily from the due date for payment until the date of payment at a rate of 15% per annum on any unpaid balance. In addition, LPINZ may pass any outstanding account to its debt collection agent. The Purchaser will be liable for the total debt due including interest accrued, collection agency costs and legal and other costs arising from the collection of any amount owing.
- 4.14 If the Purchaser defaults in due payment of any moneys payable to LPINZ, whether under these Terms, a Contract or otherwise, LPINZ, without prejudice to any other right it has at law or in equity, shall have the right, exercisable without notice to the Purchaser:
- (a) to enter upon the Site or other premises of the Purchaser where the Goods are situated and take possession of and remove the same without being responsible for any damage caused by such acts; and
 - (b) to resell any or all of the Goods and apply the proceeds in or towards payment of the Price and any other moneys owing to LPINZ by the Purchaser.
- All costs and expenses of or incurred by LPINZ as a result of any such action together with transport, insurance and storage charges shall be payable by the Purchaser upon demand.

5. DELIVERY

- 5.1 LPINZ shall have the right to deliver the Goods on the earlier of their arrival in New Zealand or on the delivery date stated in the Order Acceptance but LPINZ reserves the right to supply Goods by instalments. Each instalment shall be deemed to be sold and purchased under a separate Contract but this will not affect the price rate appropriate to the total quantity of goods orders.
- 5.2 LPINZ has the right to select the mode of transport for delivery.
- 5.3 At LPINZ's sole discretion:
- (a) delivery of the Goods shall take place, and be deemed complete, when:
 - (i) where Goods are sold on an Ex Store Basis, when the Goods leave LPINZ's premises;
 - (ii) where Goods are sold on a CIF Basis, when the Goods are Shipped;
 - (iii) the Purchaser takes possession of the Goods at LPINZ's address; or

LPINZ - Innovative Lightning and Surge Protection Solutions



Direct Strike
Protection



Surge & Transient Protection for Power, Data,
Communications and RF lines



Grounding Products &
Solutions



- (iv) LPINZ or the Purchaser's nominated carrier, courier or other bailee takes possession of the Goods from LPINZ's address, in such event that carrier, courier or bailee shall be deemed to be the Purchaser's agent;
- (b) delivery of the Services and/or Works shall take place, and be deemed complete, when:
 - (i) LPINZ advises the Purchaser that the Services and/or Works have been completed; or
 - (ii) the Site is handed back to the Purchaser or the Purchaser's agent or contractor,
 whichever is the earlier ("**Delivery**").
- 5.4 The Purchaser shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery and delivery of the Goods to a carrier, courier or bailee, either named by the Purchaser or failing such naming to a carrier, courier or bailee at the discretion of LPINZ for the purpose of transmission to the Purchaser.
- 5.5 The costs of Delivery and any insurance which the Purchaser reasonably directs LPINZ to incur shall be reimbursed by the Purchaser without any set-off, deduction or other withholding and shall be due as indicated in LPINZ's invoice.
- 5.6 LPINZ shall not be liable for any loss or damage whatsoever due to failure by LPINZ to deliver the Goods or to undertake and complete the Services and/or Works (or any of them) promptly or at all.
- 5.7 Delivery of the Goods may be in parts or instalments, at LPINZ's sole discretion.
- 5.8 The Purchaser shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. If the Purchaser is unable to take delivery of the Goods as arranged, then LPINZ shall be entitled to charge a reasonable fee for re-delivery.
- 5.9 Delivery of the Goods to a third party or carrier nominated by the Purchaser is deemed to be Delivery to the Purchaser for the purposes of these Terms.
- 5.10 If the Purchaser requests LPINZ to leave the Goods outside the Purchaser's premises or such other place for collection or to deliver the Goods to an unattended location, then such Goods shall be left at the Purchaser's sole risk.
- 5.11 If the Purchaser indicates to LPINZ that it will refuse to accept delivery, then the Goods shall be deemed to have been delivered when LPINZ was willing to deliver them. LPINZ may charge storage, transportation costs and all related expenses if the Purchaser refuses to accept delivery.
- 5.12 Any date(s) quoted by LPINZ for Delivery are approximate only. LPINZ shall use reasonable endeavors to deliver the Goods or complete the Services and/or Works by the quoted date, however it shall not, under any circumstances, be liable for any costs, expenses, damages or loss of profits incurred by the Purchaser as a result of a delay in delivery. The time agreed for delivery is not an essential term of these Terms.
- 5.13 The failure of LPINZ to deliver the Goods or complete the Services and/or Works does not entitle either party to treat these Terms as repudiated. LPINZ shall not be liable for any loss or damage whatsoever due to failure by LPINZ to deliver the Goods, provide the Services and/or undertake the Works (or any of them) promptly or at all, where due to circumstances beyond their control.
- 5.14 The delivery date stated in the Order Acceptance is LPINZ's best estimate of that date when the Order is accepted. LPINZ shall not be liable to any person for any loss or damage including consequential loss or damage, which may arise directly or indirectly from:
 - (a) any failure to deliver on the delivery date stated in the Order Acceptance;
 - (b) any delay in manufacture or supply of Goods;
 - (c) any Force Majeure, breakage of machinery, lack of transport or from any cause beyond LPINZ's control.
 None of the events described in this clause 5.14 shall give the Purchaser any right of cancellation of the whole or any part of an Order or Contract.
- 6. **PASSING OF RISK AND TITLE**
- 6.1 Delivery shall be deemed to have occurred at LPINZ's premises upon transfer of possession of the Goods to the Purchaser or to any agent, carrier, courier or bailee.
- 6.2 All risk in the Goods, Services and Works shall pass to the Purchaser upon Delivery.
- 6.3 The Purchaser 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 Purchaser, then LPINZ is entitled to receive all insurance proceeds payable for the Goods.
- 6.4 The production of these Terms by LPINZ is sufficient evidence of LPINZ's right to receive the insurance proceeds without the need for any person dealing with LPINZ to make further enquiries.
- 6.5 Notwithstanding risk in the Goods passing in accordance with clause 6.2, title in the Goods and/or Works shall not pass to the Purchaser until:





- (a) LPINZ has received payment in full (in electronically transmitted cleared funds) of all indebtedness to LPINZ in relation to the sale of Goods or supply of Services and/or Works and all other sums which are, or which become, due to LPINZ by the Purchaser on any account; and
- (b) the Purchaser has met all of its obligations to LPINZ (whether under these Terms or otherwise).
- 6.6** Until such time as ownership in the Goods passes to the Purchaser and/or while LPINZ retains ownership of Goods in the Purchaser's possession or under the Purchaser's control, the Purchaser must at all times:
- (a) hold the Goods supplied as bailee for LPINZ;
- (b) properly secure the Goods separately from the Purchaser's own goods;
- (c) insure the Goods for the full purchase price until the Goods are sold, and hold any proceeds of the insurance on trust for LPINZ;
- (d) ensure that all proceeds in whatever form that the Purchaser receives from the sale of any of the Goods are readily identifiable and traceable.
- 6.7** The Purchaser may only sell the Goods supplied in the ordinary course of the Purchaser's business as agent for LPINZ and must account to LPINZ for any sale proceeds. The Purchaser must hold all sale proceeds on trust for LPINZ until the Purchaser repays all amounts owing by it to LPINZ.
- 6.8** LPINZ reserves the right to repossess the Goods or any part thereof at any time before title or ownership of the Goods passes to the Purchaser. The Purchaser hereby irrevocably grants LPINZ, its agents and servants, the right to repossess the Goods or any part thereof at any time before title or ownership passes to the Purchaser. The Purchaser hereby irrevocably grants LPINZ the right to enter the Purchaser's premises, any Site or premises occupied by the Purchaser, or the delivery premises and remain on the premises until such time as LPINZ has repossessed the Goods for this purpose without in any way being liable to the Purchaser or any person claiming through the Purchaser.
- 6.9** If the Purchaser fails to make payment for the Goods on the due date, or commits an act of bankruptcy, or has a receiver, liquidator or manager appointed, LPINZ shall have the right to retake possession of the Goods and hold them until payment is made in full or to resell the goods to recover any account outstanding. If the Goods are sold by the Purchaser prior to payment for them being made to LPINZ and if they shall become constituents of other goods then the proceeds of sale shall be the property of LPINZ.
- 6.10** If LPINZ exercises its right to repossess or retake the Goods it shall be entitled to dispose of them for its own benefit and the Purchaser shall indemnify LPINZ for:
- (a) any shortfall incurred by LPINZ on realisation against the price at which such Goods were contracted to be bought by the Purchaser;
- (b) any costs incurred by LPINZ in the exercise of its right to repossess the Goods, whether relating to the repossession, storage or resale of the Goods (including legal costs as between solicitors and own client).
- 6.11** Nothing in this clause 6 shall be construed as permitting the Purchaser to return the Goods or any part of them for any reason.
- 7. SECURITY FOR UNPAID GOODS AND PERSONAL PROPERTY SECURITIES ACT 1999**
- 7.1** Capitalised terms in this clause 7 shall, as applicable, have the meaning given in the PPSA and section references refer to sections of the PPSA.
- 7.2** The Purchaser acknowledges and agrees that:
- (a) the Purchaser grants a Security Interest to LPINZ in the Goods and all proceeds of the Goods and acknowledges that these Terms create a security agreement and Purchase Money Security Interest in the Goods and the proceeds of the Goods. The terms of the Security Interest are those stated in the Auckland District Law Society's General Security Agreement ref. 6301 with all necessary modifications and is an all obligations security interest. The Purchaser will, if LPINZ requests, sign any general security agreement, documents, provide all necessary information and do anything else required by LPINZ to ensure the Purchase Money Security Interest is a Perfected Security Interest;
- (b) LPINZ may register the above Security Interests at any time on the PPSR.
- 7.3** In addition to the Security Interest granted under clause 7.2 the Purchaser also grants a Security Interest in all of the Purchaser's all present and after acquired property as security for all moneys now and in the future owing by the Purchaser to LPINZ under these Terms.
- 7.4** The Purchaser undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which LPINZ may reasonably require to register a financing statement or financing change statement on the PPSR;





- (b) indemnify, and upon demand reimburse, LPINZ for all expenses incurred in registering a financing statement or financing change statement on the PPSR or releasing any Goods charged thereby;
 - (c) not register a financing change statement or a change demand without LPINZ's prior written consent;
 - (d) give LPINZ not less than ten (10) Working Days prior written notice of any proposed change in the Purchaser's name and/or any other change in its details (including, but not limited to, changes in address, facsimile number, email addresses, trading name or business practice); and
 - (e) not register or agree to register any financing statement granting security over the Goods without the prior express written authority of LPINZ.
- 7.5 The Purchaser agrees that nothing in sections 114(1)(a), 117(1)(c), 119, 133 and 134 of the PPSA shall apply to these Terms.
- 7.6 To the maximum extent permitted by law the Purchaser waives its rights and, contracts out of its rights under the sections 116, 120(2), 121, 125, 126, 127, 129, 141, 132 and 148 of the PPSA.
- 7.7 The Purchaser agrees that it has none of the rights referred to in section 107(2)(a) to (i) of the PPSA.
- 7.8 The Purchaser acknowledges and agrees that the Security Interest granted to LPINZ shall not terminate upon the Purchaser's debt or credit account balance returning to zero. Any subsequent credit granted to the Purchaser after the account has returned to zero shall be covered by the original Security Interest and shall retain the original priority.
- 7.9 The Purchaser waives any right to receive from LPINZ a copy of any Financing Statement, Financing Change Statement or Verification Statement in accordance with section 148 of the PPSA arising in connection with any registration made on the PPSR by LPINZ in connection with any Security Interest created by these Terms.
- 7.10 Where the Purchaser is the owner of any land or realty the Purchaser agrees to mortgage all of its joint and/or several interest in the said land or realty to LPINZ to secure all amounts and other monetary obligations payable under these Terms. The Purchaser acknowledges and agrees that LPINZ (or LPINZ's nominee) shall be entitled to lodge where appropriate a caveat over any land owned by the Purchaser or which the Purchaser has an interest in to secure the agreement to mortgage over that property, such caveat shall be released once all payments and other monetary obligations payable hereunder have been met. The Purchaser agrees to do all things necessary to ensure that LPINZ can register the caveat and agrees not to contest the registration or apply to lapse any such caveat lodged by LPINZ.
- 7.11 Should LPINZ elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Purchaser shall indemnify LPINZ from and against all costs and disbursements incurred including any administrative or legal costs (on a solicitor own client basis) incurred in registering, maintaining, changing, discharging or enforcing any Security Interest.
- 7.12 The Purchaser irrevocably nominates, constitutes and appoints LPINZ or LPINZ's nominee as the Purchaser's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 7.
- 7.13 The Purchaser shall unconditionally ratify any actions taken by LPINZ under clauses 7.1 to 7.12.
- 7.14 Subject to any express provisions to the contrary (including those contained in this clause 7), nothing in these Terms is intended to have the effect of contracting out of any of the provisions of the PPSA.
- 8. PERSONAL GUARANTEES**
- 8.1 If the Purchaser is a company, partnership, trust or other incorporated entity, it agrees that the director(s), partner(s), trustee(s) and/or officer(s) signing or assenting to any credit account application or contract assenting to these Terms of which these Terms form part, in consideration for LPINZ agreeing to supply Goods, Services, Works and/or granting credit to the Purchaser at their request, also sign and/or assent to any Contract and these Terms in their personal capacity and jointly and severally personally undertake as principal debtors to LPINZ the payment of any and all monies now or hereafter owed by the Purchaser to LPINZ and indemnify LPINZ against non-payment by the Purchaser. Any personal liability of a signatory hereto shall not exclude the Purchaser in any way whatsoever from the liabilities and obligations contained in these Terms. The signatories and the Purchaser shall be jointly and severally liable under these Terms and for payment of all sums due hereunder. This clause applies whether or not the personal guarantee panel in the application for credit has been completed.
- 8.2 LPINZ shall not be obligated to take any action against the Purchaser before calling upon the Guarantor's to honor the guarantee.





9. ACCURACY OF PURCHASER'S PLANS AND MEASUREMENTS

9.1 LPINZ shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Purchaser. The Purchaser acknowledges and agrees that in the event that information provided by the Purchaser is inaccurate, LPINZ accepts no responsibility for any loss, damages, or costs however resulting from inaccurate plans, specifications or other information.

9.2 In the event the Purchaser gives information relating to measurements and quantities of the Goods required to complete the Services or Works, it is the Purchaser's responsibility to verify the accuracy of the measurements and quantities, before the Purchaser or LPINZ places an order based on these measurements and quantities. LPINZ accepts no responsibility for any loss, damages, or costs however resulting from the Purchaser's failure to comply with this clause.

10. SITE ACCESS AND CONDITION

10.1 The Purchaser shall ensure that LPINZ has clear and free access to the Site at all times to enable them to undertake the Services or Works.

10.2 It is the intention of LPINZ and agreed by the Purchaser that the Purchaser shall provide clear room for installation. If not provided, LPINZ will take all care to avoid any damages or breakages, but LPINZ will accept no responsibility in this regard.

10.3 It is the Purchaser's responsibility to provide LPINZ with adequate access to water, electricity, toilet and washing facilities while at the Site.

10.4 The Purchaser warrants that:

- (a) they are the owner of the Site or are authorised by the owner of the Site to contract LPINZ to carry out the Services and Works on the Site;
- (b) they hold or will hold all necessary consents for the Services and Works at the time that LPINZ commences installation;
- (c) they hold appropriate insurance policies; and
- (d) all information they have or will provide to LPINZ is true and accurate.

11. SUSPENSION

11.1 If the Purchaser is in breach of these Terms (including those obligations relating to payment) LPINZ may suspend the supply of the Goods, Services and/or Works and must promptly give to the Purchaser written notice of the suspension and details of the breach.

11.2 LPINZ will re-commence the supply of the Goods, Services or Works within a reasonable time after the Purchaser remedies the breach(es) to the satisfaction of LPINZ (acting reasonably) and the Purchaser gives LPINZ written notice of that fact.

12. ACKNOWLEDGEMENT OF POSSIBLE DELAYS

12.1 The Purchaser acknowledges that completion of the supply of Goods, Services and/or Works may be suspended by LPINZ pursuant to clauses 3.14, 11.1 or delayed by any cause beyond the control of LPINZ including:

- (a) a Variation or a request by the Purchaser for a Variation;
- (b) an Force Majeure event;
- (c) an industrial dispute;
- (d) anything done or not done by the Purchaser which is required for the supply of the Goods, Services and/or Works; or
- (e) the delay in the supply of the Goods from LPINZ's supplier.

12.2 LPINZ shall not be liable for the failure to supply the Goods, Services and/or Works to the extent and for so long as its performance is prevented or delayed without substantial fault or negligence by LPINZ because of a circumstance referred to in clause 12.1 or otherwise.

12.3 Where the costs of supply of Goods, Services and/or Works has increased due to any delay beyond the control of LPINZ, there shall be a deemed Variation and LPINZ shall be entitled to a reasonable increase in the Price.

13. CLAIMS, DEFECTS AND RETURNS

13.1 The Purchaser shall inspect the Goods and Works on Delivery and shall within two (2) Working Days of Delivery notify LPINZ of any alleged defect, shortage in quantity, damage or failure to comply with the description or Quote ("**Defective Goods**") and must immediately advise LPINZ and afford LPINZ an opportunity to inspect the Defective Goods.

13.2 For Defective Goods which LPINZ has agreed in writing that the Purchaser is entitled to reject, LPINZ's liability is limited to replacing the Defective Goods provided that:

- (a) the Purchaser has complied with the provisions of clause 13.1;
- (b) the Goods have been stored appropriately and used for their intended purpose;
- (c) the Works have been used for their intended purpose;

LPINZ - Innovative Lightning and Surge Protection Solutions



Direct Strike
Protection



Surge & Transient Protection for Power, Data,
Communications and RF lines



Grounding Products &
Solutions



- (d) the Goods are returned in the condition in which they were delivered.
- 13.3** LPINZ is not be liable for Defective Goods which have not been stored or used in a proper manner.
- 13.4** Any claim for damage during transit should be made against the carrier and a copy of the notice of the claim delivered to LPINZ within two (2) Working Days of Delivery.
- 13.5** LPINZ is not be liable for damage or loss to goods subsequent to Delivery. Notwithstanding any other provision in these Terms, LPINZ shall not be liable for any defects in the Goods arising from faulty materials or workmanship, or, loss of or damage to the Goods, if, at the time of Delivery of the Goods, the Purchaser or its agent signs a receipt for the Goods acknowledging that the Purchaser or its agent, has had a reasonable opportunity to examine the Goods or has examined the Goods and that there is no deficiency in quantity or quality of the Goods having regard to the terms of the Order Acceptance.
- 13.6** Descriptions and specifications issued by LPINZ are given for identification purposes only and shall not be taken as implying or giving any warranty as to quality or fitness for any purpose. The terms of any guarantee or warranty in relation to the Goods shall be expressly set out in the commercial terms relating to the sale.
- 13.7** The Purchaser assumes all risks and liabilities for consequences arising from the use of the Goods, whether singly or in combination with others. LPINZ shall not be liable in any way whatsoever for consequential loss or damage suffered by the Purchaser or any other person.
- 14. CANCELLATION**
- 14.1** LPINZ may cancel any credit facilities made available by LPINZ to the Purchaser at any time by written notice to the Purchaser. Upon cancellation or suspension of any credit facilities, all amounts payable by the Purchaser to LPINZ will become immediately due and payable.
- 14.2** Notwithstanding clause 14.1, LPINZ reserves the right to cancel any agreement or contract with the Purchaser, without prejudice to any rights which may have accrued up to the date of cancellation in law or equity, if:
- (a) the Purchaser fails to pay any money owing to LPINZ on the due date for payment;
 - (b) the Purchaser suggests that it will not pay any sum by the due date;
 - (c) the Purchaser is put into liquidation or a receiver is appointed to any of the Purchaser's assets;
 - (d) the Purchaser commits an act of bankruptcy as defined in sections 16 to 28 of the Insolvency Act 2006;
 - (e) the Purchaser breaches any term of these Terms or is in default of any agreement or Contract with LPINZ and fails to remedy the breach or default within five (5) Working Days of receiving notice from LPINZ of the breach or default;
 - (f) any Goods are seized by any other creditor of the Purchaser or any other creditor intimates that it intends to seize Goods;
 - (g) a Court judgement is entered against the Purchaser and remains unsatisfied for five (5) Working Days;
 - (h) there is any material adverse change in the financial position of the Purchaser;
 - (i) the Purchaser is convicted of a serious offence; and/or
 - (j) the Purchaser has acted in a manner that LPINZ considers to be fraudulent or deceptive.
- 14.3** Any cancellation or suspension of these Terms shall not affect LPINZ's claim for money due at the time of cancellation or suspension or for damages for any breach of these Terms or any Contract or agreement between LPINZ and the Purchaser or the Purchaser's obligations to LPINZ under these Terms.
- 14.4** Upon any cancellation or suspension of these Terms, whether with or without notice, all amounts and liabilities owed by the Purchaser to LPINZ will become immediately due and payable.
- 14.5** LPINZ shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 15. COMPLIANCE**
- 15.1** The Purchaser and LPINZ shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services and Works, including any health and safety laws or any other relevant safety standards or legislation pertaining to the Services and Works.
- 15.2** Where the Purchaser has supplied products for LPINZ to complete the Services, the Purchaser acknowledges that it accepts responsibility for the suitability of purpose and for their intended use and any faults inherent in those products. However, if in LPINZ's opinion, it is believed that the products are not fit for purpose or will not conform with New Zealand standards and regulations, then LPINZ shall be entitled to halt the Services and Works until the appropriate products are sourced and all costs associated will be invoiced in accordance with clause 4.
- 15.3** The Purchaser shall obtain (at the sole expense of the Purchaser) all consents and approvals that may be required for the Services and Works.
- 15.4** LPINZ has not and will not at any time assume any obligation as the Purchaser's agent or otherwise which may be imposed upon the Purchaser from time to time pursuant to the HSW Act arising out of the engagement. The parties agree that for the





purposes of the HSW Act, LPINZ shall not be the person who controls the Site. Notwithstanding this clause and pursuant to the HSW Act, LPINZ agrees at all times to comply with sections 28 and 34 of the HSW Act in meeting their obligations for health and safety laws in the workplace regardless of whether they may be the party in control of the Site or where they may be acting as a sub-contractor for the Purchaser who has engaged a third party head contractor.

16. EXCLUSION OF WARRANTIES AND LIABILITIES

- 16.1 It is the responsibility of the Purchaser to satisfy itself of the condition, quality, suitability and fitness of the Goods and Works for its purposes. The Purchaser accepts the Goods and Works on this basis.
- 16.2 LPINZ shall not be responsible for any damages whatsoever caused either to the Goods or if such Goods are installed/fitted in an untradesmanlike manner and/or if such Goods or Works are adapted to a use to which they are not specifically intended.
- 16.3 LPINZ shall be under no liability to the Purchaser (whether in contract, tort or otherwise) for any loss (including but not limited to, loss of profits and consequential loss) of any kind whatsoever arising out of the supply of or failure to supply the Goods, Services and/or Works.
- 16.4 If, notwithstanding clause 16.3, LPINZ is found to be liable to the Purchaser in any circumstances then the maximum combined amount LPINZ will be liable for to the Purchaser shall be an amount equal to the lesser of:
- (a) the Price of the Goods, Services and/or Works paid by the Purchaser; or
 - (b) the Price of the Goods, Services and/or Works payable by the Purchaser.
- 16.5 In the event that the Goods are supplied for trade or business purposes the Purchaser acknowledges and agrees that the provisions of the Consumer Guarantees Act 1993 shall not apply.
- 16.6 All other guarantees, warranties and representations in relation to the Goods or their supply (including those contained in the Sale of Goods Act 1908) are excluded except to the extent that LPINZ cannot lawfully exclude them.
- 16.7 Various statutes may imply warranties or conditions to impose obligations upon LPINZ which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on LPINZ, LPINZ's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 16.8 LPINZ shall be under no liability whatsoever to the Purchaser for any indirect or consequential loss and/or expense (including loss of profit or goodwill) suffered by the Purchaser or any third party arising out of a breach by LPINZ of these Terms.
- 16.9 In the event of any breach of these Terms by LPINZ the remedies of the Purchaser shall be limited to damages, and LPINZ's liability (if any) whether in contract, tort or otherwise in respect of any defect in the Goods, or for any breach of these Terms, or of any duty owed by LPINZ to the Purchaser in connection with them shall be limited to the amount of the Price.

17. FORCE MAJEURE

- 17.1 LPINZ shall not be liable for any failure or delay in its performance of any obligation under these Terms, including delivering the Goods, Services and/or Works, resulting from circumstances beyond its reasonable control including without limitation, unavailability of Goods, law changes or other acts, decrees or regulations of government, natural disasters, casualties, strikes or other shortages of labour, industrial actions, lockout, civil commotion, riot, insurrection, war, epidemic or pandemic, damage or destruction of facilities, equipment or mechanical breakdown, utility failures, transport delays, failure of third-party suppliers or other cause beyond the reasonable control of LPINZ ("Force Majeure"). If LPINZ invokes Force Majeure, it shall do all reasonable things within its power to end the circumstances causing the Force Majeure and to mitigate any losses that the Purchaser may suffer as a consequence thereof. However, LPINZ shall not be liable for any such losses.

18. PRIVACY

- 18.1 The Purchaser authorises LPINZ or its agent to access, collect, retain and use Personal Information about the Purchaser from any person for the purpose of:
- (a) assessing the Purchaser's creditworthiness and/or verifying the identity of the Purchaser or any Guarantor, director, shareholder, partner, trustee or other signatory;
 - (b) enforcing any rights under these Terms;
 - (c) disclosing information about the Purchaser, whether collected by LPINZ directly or obtained by LPINZ from any other source:
 - (i) to any person who guarantees or who provides insurance or who provides any other credit support in relation to the Purchaser's obligations to LPINZ;
 - (ii) to any credit provider or credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Purchaser;

LPINZ - Innovative Lightning and Surge Protection Solutions



Direct Strike
Protection



Surge & Transient Protection for Power, Data,
Communications and RF lines



Grounding Products &
Solutions



(iii) to such persons as may be necessary or desirable to enable LPINZ to exercise any power, enforcement or attempted enforcement of the Purchaser's rights, remedies and powers under these Terms;

(d) marketing goods and services; and

(e) transferring such information to any nominee or assignee of LPINZ.

18.2 The Purchaser authorises LPINZ to disclose any Personal Information obtained to any person for the purposes set out in clause 18.1.

18.3 Where the Purchaser is a natural person the authorities under clauses 18.1 and 18.2 are authorities or consents for the purposes of the Privacy Act.

18.4 LPINZ acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act. LPINZ acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Purchaser's Personal Information, held by LPINZ that may result in serious harm to the Purchaser, LPINZ will notify the Purchaser. Any release of Personal Information must be in accordance with the Privacy Act and must be approved by the Purchaser by written consent, unless subject to an operation of law.

18.5 The Purchaser has the right to request LPINZ for a copy of the Personal Information about the Purchaser retained by LPINZ and the right to request LPINZ to correct any incorrect Personal Information about the Purchaser held by LPINZ.

19. DISPUTE RESOLUTION

19.1 If any dispute or difference arising as to the interpretation of these Terms or as to any matter arising hereunder:

(a) the first party will promptly give full written particulars of the dispute to the second party; and

(b) the parties will communicate, and if practicable meet, in good faith to try to resolve the dispute.

19.2 If the dispute is not resolved within twenty (20) Working Days of written particulars being given (or any longer period agreed to by the parties) the dispute will be referred to arbitration. The arbitration shall be conducted in accordance with the Arbitration Act 1996.

19.3 If the dispute is referred to arbitration, then the parties will appoint an arbitrator and if they fail to agree within five (5) Working Days of referral of the dispute to arbitration, the arbitrator will be appointed by the president of the Arbitrators' and Mediators' Institute of New Zealand, or the president's nominee upon application by any party. The place of the arbitration will be Auckland.

19.4 The parties' respective responsibilities for the costs of the arbitration shall be determined by the arbitrator.

19.5 The decision of the arbitrator will be final and binding on the parties except for manifest error.

19.6 During the arbitration of any dispute or any other dispute resolution process the Purchaser will perform the Contract in all respects including performance of the matter which is the subject of the dispute.

20. INTELLECTUAL PROPERTY

20.1 Where LPINZ has designed, drawn or developed Goods for the Purchaser, then the copyright in any designs and drawings and documents shall remain the property of LPINZ.

20.2 The Purchaser warrants that all designs, specifications or instructions given to LPINZ will not cause LPINZ to infringe any patent, registered design or trademark in the execution of the Purchaser's Order and the Purchaser indemnifies LPINZ against any action taken by a third party against LPINZ in respect of any such infringement.

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

21. INDEMNITY

21.1 The Purchaser indemnifies LPINZ from and against all damages, claims, costs and disbursements incurred or payable by LPINZ in connection with these Terms and the recovery of monies owing to LPINZ (including, without limitation, legal fees on an indemnity basis, collection agency costs and bank dishonor fees).

21.2 The nature of the indemnity provided in this clause 21 will include, without limitation, all penalties, liabilities and damages assessed against LPINZ and its officers and employees, together with all legal costs incurred by LPINZ (calculated on a solicitor and own client basis). The indemnity shall continue in force and effect whether or not the Goods have been pillaged, stolen, lost, damaged or destroyed and shall not be affected in any way if such pillaging, stealing, loss, damage or destruction has occurred or been brought about wholly or in part by the negligence or the alleged negligence or any default, omission, neglect or default or any breach of duty of obligation of LPINZ, its servants or agents.

21.3 The Purchaser's liability to indemnify LPINZ is a continuing obligation separate and independent from the Purchaser's other obligations and survives the termination or performance of these Terms or any agreement of which the Terms form part.

LPINZ - Innovative Lightning and Surge Protection Solutions



Direct Strike
Protection



Surge & Transient Protection for Power, Data,
Communications and RF lines



Grounding Products &
Solutions

**22. JOINT AND SEVERAL LIABILITY AND TRUSTS**

22.1 If the Purchaser at any time upon or subsequent to entering into these Terms, a Contract or any agreement of which these Terms form part, is acting in the capacity of trustee of any trust ("Trust") then whether or not LPINZ may have notice of the Trust, the Purchaser covenants with LPINZ as follows:

- (a) these Terms extend to all rights of indemnity which the Purchaser now or subsequently may have against the Trust and the trust fund;
- (b) the Purchaser has full and complete power and authority under the Trust to enter into these Terms and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Purchaser against the Trust or the trust fund. The Purchaser will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity; and
- (c) the Purchaser will not without consent in writing of LPINZ (which shall not be unreasonably withheld), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Purchaser 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.

23. WAIVER

23.1 Failure by LPINZ to enforce any provisions of these Terms shall not be deemed to be a waiver of any of the rights or obligations LPINZ's has under these Terms, nor shall it affect LPINZ's right to subsequently enforce the provisions of these Terms.

23.2 Any waiver or consent LPINZ provides must be in writing and signed by a director, attorney or authorised senior executive of LPINZ and will be effective only in the specific instance and for the specific purpose for which it is given.

24. ERRORS AND OMISSIONS

24.1 The Purchaser acknowledges and accepts that LPINZ 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 LPINZ in the formation and/or administration of these Terms; and/or
- (b) contained in or omitted from any literature (hard copy and/or electronic) supplied by LPINZ in respect of the Goods, Services and/or Works.

24.2 In the event such an error and/or omission occurs in accordance with clause 24.1 and is not attributable to the negligence and/or willful misconduct of LPINZ, the Purchaser shall not be entitled to treat these Terms as repudiated nor render them invalid.

25. NOTICES

25.1 Any notice required to be given by one party to the other party shall (without limitation) be deemed validly given if delivered by hand or sent by post or electronic mail to the intended recipient's physical address or e-mail address as the intended recipient shall notify to the other party by written notice from time to time.

25.2 Any notice:

- (a) given by hand or transmitted by electronic mail, shall be deemed to be received at the time when the notice is delivered or transmitted or if delivered or transmitted after 5.00PM on a Working Day or at any time on a non-Working Day, shall be deemed to be received at 9.00AM on the next Working Day;
- (b) posted, shall be deemed to be received on the third (3rd) Working Day after posting.

26. GENERAL

26.1 These Terms and any Contract or agreement entered into between LPINZ and the Purchaser of which these Terms are part, shall be governed by the laws of New Zealand. The parties agree to submit to the non-exclusive jurisdiction of the New Zealand Courts.

26.2 All the original rights, powers, exemptions and remedies of LPINZ shall remain in full force and effect notwithstanding any delay in the enforcement of them. LPINZ shall not be deemed to have waived any of these Terms unless such waiver is given in writing by a duly authorised officer of LPINZ.

26.3 These Terms shall take priority over the terms of any annexed documents.

26.4 The Purchaser shall not assign all or any of its rights or obligations under these Terms without the written consent of LPINZ. For the avoidance of doubt, a change of ownership or control of the Purchaser is deemed to be an assignment of its rights and obligations under these Terms. The Purchaser will give LPINZ not less than ten (10) Working Days prior written notice of





PO Box 21-872, Henderson, Auckland, New Zealand

Phone: +64 9 833 5749

Fax: +64 9 833 5726

Web: www.lpinz.co.nz

any proposed change of ownership or control of the Purchaser and/or any other change in the Purchaser's details (including but not limited to, changes in the Purchaser's name, address and contact phone number, e-mail address or fax number/s, change of directors, change of shareholder, change of trustees, change of partners or business practice). The Purchaser shall be liable for any loss incurred by LPINZ as a result of the Purchaser's failure to comply with this clause. LPINZ may licence and/or assign all or any part of its rights and/or obligations under these Terms without the Purchaser's consent.

- 26.5** Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

LPINZ - Innovative Lightning and Surge Protection Solutions



Direct Strike
Protection



Surge & Transient Protection for Power, Data,
Communications and RF lines



Grounding Products &
Solutions