

TERMS OF TRADE

1. Deposit

20% deposit required at time of order, for all goods ordered specifically for a customer.

2. Payment

Payment in full is required when the goods are received.

3. Personal Property Securities Act 1999 ('PPSA')

a. Without prejudice to clause 5 below, the Buyer agrees to grant to McKenzie & Willis Limited a security interest in all personal property supplied by McKenzie & Willis Limited to the Buyer from time to time, as security for all amounts payable by the Buyer to McKenzie & Willis Limited, including but not limited to amounts owed in respect of personal property supplied and credit facilities provided by McKenzie & Willis Limited to the Buyer from time to time.

b. The Buyer:

- i. Must, upon request, promptly give McKenzie & Willis Limited all assistance and information as is necessary to register a financing statement and to meet all other requirements under the PPSA in respect of the personal property.
- ii. Agrees to McKenzie & Willis Limited registering a financing statement to protect its security interest under these terms and conditions.
- iii. Must pay to McKenzie & Willis Limited promptly on request the cost of registering or subsequently amending the financing statement, and the costs of enforcing or attempting to enforce the contract evidenced by these terms and conditions.
- iv. Agree that sections 125, 126, 127, 129, 131, 132, 133, 134 of the PPSA will not apply to the security interests created by these terms and conditions, and the Buyer waives its right to receive a verification statement under section 148 of the PPSA.

4. Retention of Title

- a. The personal property shall remain the property of McKenzie & Willis Limited until all sums owing in respect of the purchase of the personal property have been paid by the Buyer.
- b. If payment by the Buyer is overdue or the personal property is at risk, McKenzie & Willis Limited may take possession of and resell the personal property and may enter the Buyer's property and premises and any sites where the Buyer is working and has stored the personal property for that purpose.
- c. If the Buyer resells the personal property before payment is made of all sums owing to McKenzie & Willis Limited, then:
Until the Buyer accounts to McKenzie & Willis Limited, the proceeds of the sale are deemed to be held by the Buyer in trust for McKenzie & Willis Limited.

5. Warranties - Implied Terms

If the Buyer is not a consumer within the terms of the Consumer Guarantees Act 1993, or the Buyer indicates that the purchase of the personal property is for the purpose of business, McKenzie & Willis Limited's liability in respect of any breach of any warranty or any representation made in respect of the personal property shall, at the option of McKenzie & Willis Limited, be limited to either:

- i. Replacing any personal property that McKenzie & Willis Limited accepts are defective. (Replacing the personal property shall not include fitting and affixing the replacement personal property); or
- ii. Refunding the price of the defective personal property. (The price to be refunded shall not include the cost of fitting and affixing the defective personal property).

6. Default

- a. If any payments due to McKenzie & Willis Limited are not made on the due date:
 - i. The full amount payable by the Buyer (including but not limited to interest and installments that are not yet scheduled) shall become due and owing immediately; and
 - ii. McKenzie & Willis Limited may charge interest both before and after any Court awarded judgement on any such unpaid payments at the rate of 24% per annum calculated from the due date for payment to the date of actual payment.
- b. 'Due Date' means the date payments are to be made under clauses 1 and 2 of this agreement.
- c. Nothing in this clause affects any other legal or equitable rights of McKenzie & Willis Limited.

7. Costs

The Buyer shall pay all McKenzie & Willis Limited's legal costs (as between solicitor and client) and other expenses of and incidental to the enforcement or attempted enforcement of McKenzie & Willis Limited's rights, remedies and powers under this agreement.

8. Privacy Act

The Buyer authorises any person or company to provide McKenzie & Willis Limited with such information as McKenzie & Willis Limited may require in respect to McKenzie & Willis Limited's credit and/or employment inquiries, including but not limited to authorisation under section 177 of the PPSA. The Buyer further authorises McKenzie & Willis Limited to furnish to any third party details of this agreement and any subsequent dealings that the Buyer may have with McKenzie & Willis Limited. You are welcome to contact us at any time to access and update your personal information or to opt-out of receiving further communications from us. Contact us at PO Box 22047, Christchurch 8142, freephone 0800 888 999 or email marketing@mcw.co.nz

9. McKenzie & Willis Gold Card

Gold Card discount is not available with other offers. Some exclusions apply. McKenzie & Willis Limited shall not be liable for any consequential loss or damage. Cumulative purchases over our Gold Card qualifying amount of \$2500 is required to receive a Gold Card.