

TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- 1.1 "Supplier" shall mean Focus Digital Security Solutions Ltd.
- 1.2 "Customer" shall mean the customer or any person or company acting on behalf of and with the authority of the customer.
- 1.3 "Goods" shall mean all goods, chattels, or services, provided by the supplier to the customer, and shall include all charges for labour and work, hire charges, insurance charges, or any fee or charge associated with the supply of goods by the supplier to the customer.

2. ACCEPTANCE

- 2.1 Any instructions received by the supplier from the customer for the supply of goods shall constitute acceptance of the terms and conditions contained herein.

3. PRIVACY ACT

- 3.1 Our company is committed to complying with the New Zealand Privacy Act 2020 when handling personal information. We collect personal details from clients, suppliers, job applicants, and employees to provide services, respond to requests, manage accounts, for marketing purposes, and to ensure effective communication. A copy of our Privacy Policy is available upon request.
- 3.2 If you choose not to provide the requested personal information, we may be unable to fulfill our services. We do not intend to collect sensitive personal information, such as race, health, or sexual orientation. Any use of personal information outside the stated purposes will adhere to the Privacy Act.
- 3.3 By accepting these terms of trade, you are authorising the supplier to use and disclose your information in line with clauses 3.1 & 3.2.

4. PAYMENT

- 4.1 Payment for goods shall be made in full on or before the 20th day of the month following the date of the invoice, or on receipt of delivery of goods, whichever is the earlier ("the due date").
- 4.2 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 4.3 Any expenses, disbursements and legal costs incurred by the supplier in the enforcement of any rights contained in this contract shall be paid by the customer, including any reasonable solicitor's fees or debt collection agency fees.

5. QUOTATION

- 5.1 Where a quotation is given by the supplier for goods:
 - 5.1.1 The quotation shall be valid for one month from the date of issue; and
 - 5.1.2 The quotation shall be exclusive of Goods and Services Tax unless specifically stated to the contrary.
- 5.2 Where goods are required in addition to the quotation the customer agrees to pay for the additional costs of such goods.

6. RISK

- 6.1 The goods remain at the supplier's risk until the delivery to the customer, but when title passes to the customer the goods are at the customer's risk whether delivery has been made or not.
- 6.2 Delivery of goods shall be deemed complete when the supplier gives possession of the goods for delivery to the customer, or possession of the goods is given to a common carrier, or other bailee for the purposes of transmission to the customer.
- 6.3 The time agreed for delivery shall not be an essential term of this contract unless the customer gives written notice to the supplier making time of the essence.
- 6.4 Where the supplier delivers goods to the customer by instalments and the supplier fails to deliver one or more instalments the customer shall not have the right to repudiate the contract but shall have the right to claim compensation as a severable breach.

7. AGENCY

- 7.1 The customer authorises the supplier to contract either as Principal or Agent for the carriage, storage, or protection of the goods and any such contract will be made upon the terms and subject to the conditions of any bill of lading or other forms or terms of contract for carriage, whether by sea, road, rail or air. Where the supplier enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the customer agrees to pay any amounts due under that contract.

8. TITLE

- 8.1 If the goods are ascertained and in a deliverable state, title in the goods passes to the customer when the customer has made payment for all goods supplied by the supplier.
- 8.2 Where the customer has not paid for any goods in the possession of the customer property in such goods shall remain with the supplier and:
 - 8.2.1 The goods shall be held by the customer as bailee; and
 - 8.2.2 If the goods are attached, fixed, or incorporated into any property of the customer, by way of any manufacturing or assembly process by the customer or any third party, title in the goods shall remain with the supplier until the customer has made payment for all goods, and where those goods are mixed with other property so as to be part of or a constituent of any new goods, title to these new goods shall be deemed to be assigned to the supplier as security for the full satisfaction by the customer of the full amount owing between the supplier and customer.
- 8.3 The customer gives irrevocable authority to the supplier to enter any premises occupied by the customer, at any reasonable time, to remove any goods not paid for in full by the customer. The supplier shall not be liable for costs, damages or expenses or any other losses incurred by the customer or any third party as a result of this action, nor liable in contract, or in tort in any way whatsoever.

9. RETURN OF GOODS

- 9.1 The customer shall be deemed to have accepted the goods unless the customer notifies the supplier otherwise within 48 hours of delivery of the goods to the customer.
- 9.2 If the goods are not accepted according to clause 9.1 of this contract, the customer shall pay for the delivery of the returned goods to the supplier whereby the customer shall be entitled to a credit for the purchase price of any such goods.

10. LIABILITY

- 10.1 Subclauses 10.2 and 10.3 shall only apply where goods are supplied pursuant to the Sale of Goods Act 1908 and shall not apply where goods are supplied pursuant to the Consumer Guarantees Act 1993.
- 10.2 The supplier shall not be liable for:
 - 10.2.1 Any loss of profits, any consequential, indirect or special loss, any damage or injury of any kind whatsoever however caused or arising and without limiting the generality of the foregoing whether caused by or arising as a result of the negligence of the supplier or any breach of the rights and obligations arising under this contract; and
 - 10.2.2 Except as provided in this contract the supplier shall not be liable in contract, or in tort, or otherwise for any loss, damage, or injury beyond the value of the goods provided by the supplier to the customer.
- 10.3 The customer shall indemnify the supplier against all claims of any kind whatsoever however caused or arising and without limited the generality of the foregoing whether caused or arising as a result of the negligence of the supplier or otherwise, brought by any person in connection with any matter, act, omission, or error by the supplier, its agents or employees, in connection with the goods.

11. CONSUMER GUARANTEES ACT

- 11.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the customer acquires goods or services from the supplier for the purposes of a business in terms of section 2 and 43 of that Act.

12. WARRANTY

- 12.1 No representation, condition, warranty, or premise expressed or implied by law or otherwise applies to goods except where goods are supplied pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.
- 12.2 Without limiting the generality of clause 12.1 hereto goods are warranted free from defective workmanship and material provided that goods are correctly installed by a qualified person and subject to normal use and service however no warranty shall exceed that given by the manufacturer to the customer at the time of purchase.

13. JURISDICTION

- 13.1 The law of New Zealand shall apply to this contract except to the extent expressly negated or varied by this contract.

14. PREVAILING

- 14.1 Where the terms of this contract are at variance with the order or instruction from the customer, this contract shall prevail.

15. NON-WAIVER

- 15.1 Failure by the supplier to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations the supplier has under this contract.

16. GUARANTORS

- 16.1 Any personal guarantee made by any third party shall not exclude the customer in any way whatsoever from the liabilities and obligations contained in this contract. The guarantors and customer shall be jointly and severally liable under the terms and conditions of this contract.

17. CANCELLATION

- 17.1 The supplier shall, without liability, and without any prejudice to any other right it has in law or equity, have the right by notice to suspend or cancel in whole or any part any contract for the supply of goods to the customer if the customer fails to pay any money owing after the due date or the customer commits an act of bankruptcy as defined in section 19 of the Insolvency Act 1967.
- 17.2 Any cancellation or suspension under clause 17.1 of this agreement shall not effect the supplier's claim for money due at the time of cancellation or suspension or for damages for any breach of any terms of this contract.

18. FORCE MAJEURE

- 18.1 The supplier shall not be liable for delay or failure to perform its obligations if the delay or failure is beyond its control.

19. ASSIGNMENT

- 19.1 The customer shall not assign all or any of its rights or obligations under this contract without the written consent of the supplier.