

STOCK IQ GENERAL TERMS AND CONDITIONS OF TRADE

1. General
 - 1.1. The following terms and conditions apply to all orders placed with, all services rendered and all goods supplied by **Stock IQ Limited** (8957528) (hereinafter called the "**Company**").
 - 1.2. The Company will provide such goods in accordance with the quotation provided by the Company as well as such additional goods as may be requested by the Customer and agreed to by the Company from time to time (the "**Goods**").
 - 1.3. Notwithstanding clause 1.1, the Company may by written notice to the Customer alter or replace these terms and conditions (the "**Terms**"). All orders placed subsequently by the Customer shall be upon the altered or replaced Terms.
 - 1.4. The Goods are to be supplied on or after the date of acceptance of these Terms by the Customer, or such date as otherwise agreed between the parties, and consists of the Goods as described in the quotation/s provided by the Company to the Customer, which quotation/s as provided and accepted by the Customers forms part of the Terms.
 - 1.5. These Terms shall remain in place and binding on the parties until terminated in accordance with the terms hereon.
2. Fees and Orders
 - 2.1. Any advice provided by the Company in respect of the use of the Goods is given as a courtesy for reference purposes only and does not constitute a warranty in respect of the Goods or their performance.
 - 2.2. All fees and prices quoted by the Company for Goods are exclusive of GST, insurance, delivery and freight costs, handling charges, and any equipment required to utilise the Goods unless otherwise expressly stated. The Customer shall pay GST, insurance, collection, delivery and freight costs, handling charges and shall separately acquire such tools and consumables as required to utilise the same.
 - 2.3. The fees and charges payable by the Customer in respect of any Goods will be calculated and determined in accordance with the current pricelist or quotation provided (as applicable), save for such additional charges and liabilities as otherwise imposed in accordance with these Terms, which will be supplemented and added to those provided for in the quotation.
 - 2.4. The prices quoted for any Goods which are still to be imported into New Zealand (by means of backorder, special order or otherwise) may be revised by the Company subsequent to accepting an order in the event of any occurrence affecting the Goods, and/or the delivery thereof caused by amongst others currency fluctuations, war, any Government action, variation in Customs duties or taxes, strike action, increased shipping and/or freight charges or any other charges directly or indirectly impacting on the supply of the Goods by the Company and any other matter beyond the control of the Company. In such event on becoming aware of any increased costs the Customer shall have the right to cancel its order for the Goods or part thereof if it such order has not yet been fulfilled or has been partially fulfilled, provided that the Customer will be liable to indemnify the Company in full for all such costs incurred by the Company (which the Company may not otherwise recoup from its suppliers) in respect of any such cancellation. In addition, an administration fee for effecting cancellation may apply depending on the circumstances of such cancellation, such administrative fee will not exceed 10% (ten) percent of the order value.
 - 2.5. Where any amount charged by the Company is described as a disbursement (or similar expression), such amount will include the relevant supplier's fee, administration fees and disbursements and will include the Company's management fees in respect of the same and the fee is not required to be separately disclosed.
 - 2.6. The Customer acknowledges that the Company may have a pecuniary interest in contracts entered into pursuant to these Terms and agrees that the Company will be entitled to, without notice to the Customer, retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by its suppliers in addition to the charges and expenses invoiced to the Customer.
 - 2.7. No order, or variation to any Goods order will be binding on the Company until accepted in writing by the Company or a person authorised on its behalf.
3. Payment
 - 3.1. Payment is due in accordance with the terms set out in the Customer's account application or if no such terms are stipulated by the 20th day of the month following the date of the issue of the invoice by the Company.
 - 3.2. Payment is to be made without deduction or set off in cash, by direct credit into the Company's bank account.
 - 3.3. Where any payment is not made on the due date, then without prejudice to any other rights or remedies available to the Company under these Terms or at law or in equity or otherwise the Company may:
 - 3.3.1. Charge interest, by way of liquidated damages, on all overdue accounts at the rate of 2% per month calculated on a daily basis from the date on which payment was due until payment is made;
 - 3.3.2. Withhold deliveries and/or cancel undelivered orders, or portions of such orders, retain as liquidated damages any monies paid by the Customer and/or pursue the Customer for damages;
 - 3.3.3. Cancel any other order, Goods, or contract or arrangement between the Company and the Customer or suspend the performances of such order, contract or arrangement pending payment without being liable to the Customer for any losses of any kind that it might suffer.
 - 3.4. The Customer shall upon demand reimburse the Company for all costs (including legal costs on a solicitor and client basis, service costs and debt collection costs and service delivery fees), expenses or other sums incurred by the Company in the recovery of the monies due and/or the goods, which sum shall also carry interest at the rate specified in clause 3.3.1 if unpaid within one calendar month of demand having been made.
 - 3.5. The Company shall be entitled to apply or appropriate any payments to any account of the Customer. Should the Customer have a number of accounts, the Company may combine any accounts and offset any amount between accounts.
 - 3.6. The Company reserves the right to impose a credit limit at any time, which may be altered or withdrawn at the Company discretion with effect from the date that the Company notifies the Customer of such change.
 - 3.7. If at any time it deems the credit of the Customer to be unsatisfactory the Company may require security for payment and may suspend performance of its obligations under the Terms until the provision of sufficient security. All costs and expenses of, or incurred by, the Company as a result of such suspension and any recommencement shall be payable by the Customer upon demand.
4. Terms of Supply
 - 4.1. In supplying the Goods the Company will exercise its reasonable care and skill in procuring and delivering the Goods, in accordance with the directives of the Customer as provided in writing from time to time, using its industry experience to provide the Goods timeously and effectively to the extent within its control. The parties agree that time is not of the essence.
 - 4.2. The Company may terminate the Terms, or the provision of any Goods or Services at any time on written notice to the Customer and the Customer will have no claims against the Company for such cancellation.
5. Goods and Services – Delivery and Timeframes
 - 5.1. The Customer will be responsible for supplying good access to the relevant premises nominated for delivery, safe storage, all tools, equipment and staff required to receive and utilise the Goods.
 - 5.2. The obligation lies with the Customer to utilise the Goods for the purpose and in the manner prescribed by the manufacturer, including in ensuring the health and safety of all personnel and animals at the Customer's premises.
 - 5.3. The time stated for delivery of any Goods is an estimate only and time shall not be of the essence to the contract. The Customer acknowledges that the Goods are being procured by a third party and the Company will not be liable in the event of any delay or failure by the supplier to supply the Goods to the Company timeously or at all.
6. Risk & Title, Place of Goods
 - 6.1. Risk and ownership in any Customer's or third party goods, assets, plants, buildings, structures, equipment and vehicles remains with the Customer and the Customer has and is obliged to take out and maintain all insurances in respect thereof including any additional insurances as may be required for the use of the Goods.
 - 6.2. Unless otherwise agreed in the quotation all costs of freight and/or delivery will be for the Customer's account. Where the Company has agreed to deliver the goods to the Customer's or third-party premises, the Customer shall ensure that the carriers will have reasonable and uninterrupted access to the Customer's nominated premises to enable the goods to be delivered by the carriers.
 - 6.3. The Company accepts no risk or liability arising as a result of any loss or damages to any Customer or third party's premises, goods, assets, plants, buildings, structures, equipment, or animals howsoever arising from the delivery and/or use of the Goods. Risk and possession of the Goods will

- pass to the Customer on delivery however the Company retains ownership in all such Goods until all of the Company's quote, fees and charges are paid in full and it may attach, collect and otherwise deal with such Goods at its discretion until such time that ownership passes to the Customer.
- 6.4. Where the Goods of the Company are subject to a common law or statutory lien, that lien will take precedence over the provisions of clause 6.5 which will have no effect.
 - 6.5. The Company will have a first and paramount particular and general lien over the Goods and all goods supplied by the Company and all related documentation in its possession from time to time for all due fees and costs, charges, debts or liabilities that may be payable in accordance with these Terms. The Company reserves the right to exercise the lien, at its sole discretion, and may retain possession of the Goods and any other applicable goods and documents until the Company has received full payment of any due fees and costs that have been incurred up to and including the time of release in accordance with these Terms together with charges, debts and liabilities owing by the Customer to the Company in respect of any other goods or Services.
 - 6.6. Should any due fees or costs remain unpaid after 30 days of the Company serving notice requiring immediate payment of the due fees and/or costs, the Company may, after making reasonable attempts to contact the Customer, sell the Goods or any other goods in its possession in satisfaction of the lien. The balance of proceeds of sale (if any) after the deduction of all fees and/or costs owed to the Company, including all costs associated with the recovery of the debt (including but not limited to legal fees and debt-collection and service fees) and the sale of the Goods, will be accounted for by the Company, and paid to the Customer.
 - 6.7. If the Customer fails to take delivery of any Goods on the agreed date, the Company may at its election charge storage to the Customer, charge additional freight and/or delivery costs incurred in diverting and/or redelivering the Goods at the Customer's cost, or otherwise dispose of the Goods and recover all such amounts as applicable, and any outstanding amounts or costs incurred by the Company in terms of this clause are payable on demand.
 - 6.8. The Customer will be required to ensure it conducts its business, operations, vehicles, plant, equipment, machinery and animal care in accordance with all applicable health and safety laws and other laws.
 - 6.9. The Company will provide the Goods in accordance with its own health and safety protocols and policies.
 - 6.10. The Terms are for carriage at owner's risk as defined in the Contract and Commercial Law Act 2017 ("CCLA") and the parties hereto agree to contract out of Part 5 of the provisions of the CCLA to the greatest extent permissible as allowed in terms of section 245.
 - 6.11. The Company accepts no risk or liability arising from any fault, damages to, or death or loss to any plant, equipment, buildings, structures, machinery, vehicles or animals of the Customer whether directly or indirectly arising from the Goods, including any costs arising from production delays, stoppages, destruction of property, removal or replacements as may be required in respect of its plant, equipment, buildings, structures, machinery, vehicles and animals.
 - 6.12. Where the Customer or any of its employees, agents or appointees enters any of the premises owned or occupied by the Company, or its agents, it will comply with all directive given, such access will be at its own risk, and the Customer will take reasonable steps to ensure the safety of its employees, agents and appointees, their goods and all of the goods and infrastructure situated on such premises, and fully indemnifies the Company, or its agent, on demand for all costs, losses, liabilities and damages suffered by the Company or any other persons as a result of any such failure while on its premises.
7. Personal Property Securities Act 1999
- 7.1. The Customer acknowledges that the Company holds a "security interest" in the Goods and any other goods supplied by the Company and any proceeds of the sale of the Goods to a third party pursuant to Section 17 of the Personal Property Securities Act 1999 (the "PPSA"), in terms of amongst others the lien in clause 6 and that these Terms constitute a security agreement and that the Company may, amongst others, register a financing statement, or a financing change statement on the Personal Property Security Register in respect of the Goods and any sale proceeds together with any other goods of the Customer and any sale proceeds of those goods in accordance with the provisions of the PPSA, such security collateral may be in the form of a general security agreement or otherwise as determined by the Company in the circumstances.
 - 7.2. The Customer shall promptly execute any document and provide any information required from time to time by the Company to enable it to take a protected security interest in the Customer's goods and their proceeds in priority to all other secured parties, or subject to such other priority ranking creditors as may be applicable.
 - 7.3. The Customer agrees that the Company may take whatever action it thinks appropriate to ensure it has first priority in the Customer's goods and agrees to indemnify the Company for any costs it incurs in doing this.
 - 7.4. The parties agree that nothing under sections 114 (1) (a) or 133 and 134 of the PPSA shall apply to the Terms.
 - 7.5. The Customer waives its rights, and with the Company's agreement, contracts out of the Customer's rights under sections 116, 120(2), 121, 125, 129 and 131 of the PPSA.
 - 7.6. Unless the context otherwise requires, the terms and expressions used under this clause have the meaning given to them in, or by virtue of, the PPSA.
 - 7.7. The Customer indemnifies the Company for any costs the Company incurs in registering or maintaining and/or enforcing or attempting to enforce the security interest created by these Terms. The Company may on request require the Customer to execute any security document and failing which the Customer hereby provides a power of attorney for the Company to execute such security document/s on its behalf in the standard form of those documents as published by the Law Association of New Zealand from time to time.
 - 7.8. The Customer waives its rights to receive a verification statement in respect of any financing statement or financing change statement registered by the Company under clause 7.1 (in terms of section 148 of the PPSA).
8. Warranties, Indemnities Liabilities, Parties in Trade
- 8.1. The Goods supplied are subject to the manufacturer's warranties as provided (if any) and are subject to the terms and conditions of such warranties (if any), including the terms regulating the assignability thereof, storage and use requirements and the terms and conditions applicable to such warranties. All claims and enforcements of such warranties are to be made by the Company on behalf of the Customer and/or their end users directly against the relevant manufacturer. The Company's role will, in the Company's discretion, be limited to assisting in facilitating such warranty claims against the relevant manufacturer and related correspondence the Company shall not be required to litigate against the manufacturer and if the Customer wishes to do so the Company may cede and assign its rights and claims to the Customer to do so.
 - 8.2. The Company acts as a distributor only and makes no representation and gives no warranties, assurance, condition or warranty of any kind to the Customer (including any assurance, condition or warranty implied by law to the extent that the assurance, condition or warranty can be excluded) in relation to the Goods provided and accepts no liability for any assurance, condition, warranty, representation, statement or term not expressly set out in these Terms. If the manufacturer fails or refuses to honour any warranty in full or in part, the Customer and its end-users shall have no claim against the Company.
 - 8.3. The Customer warrants that it is entering into this contract for trade and/or business use and it is in trade as is the Company. Accordingly, the parties agree to contract out of the provisions of the Consumer Guarantees Act 1993 and the Fair Trading Act 1986 to the fullest extent possible (including sections 9, 12A, 13 and 14(1)); and the Customer acknowledges and agrees that it is fair and reasonable to do so.
 - 8.4. The Customer releases and indemnifies the Company and its directors, employees, agents, contractors, shareholders and representatives from and against all and any liabilities, claims, damages, losses, costs and expenses arising out of or in any way connected with the use of the Goods by it and/or any third party howsoever arising including any failure to supply the Goods to the Customer.
 - 8.5. These Terms, including any exclusion or limitation of liability, shall apply to and be for the benefit of the Company's directors, shareholders, employees, agents, contractors, suppliers and representatives to the same extent as they apply to the Company.
 - 8.6. Without limiting the indemnity and limitation of liability provisions contained in these Terms, if the Company is found to be liable by a Court in connection with any of the Goods provided or failed to be provided such liability of the Company, howsoever arising, shall never exceed 20% of the fees charged to the Customer over the 12-month period preceding the event giving rise to liability of the Company.
9. Information
- 9.1. The Customer authorises:
 - 9.1.1. the Company to obtain any information concerning the Customer's affairs that the Company deems necessary including any personal information as may be relevant to it and its end-users in respect of any purchase orders, warranties or otherwise in the course of its business operations (including marketing and related activities).

- 9.1.2. The Company to undertake any credit checks and investigations, and for any reputable credit agency and any other person to provide the Company with any information which the Company regards as relevant to the Customer's credit activities and credit worthiness.
- 9.1.3. the Company to provide to any credit reporting agency and any other person any information about the Customer's credit activities and credit worthiness.
- 9.1.4. the Company to utilise any information provided by the Customer for the purpose of marketing its goods or services.
- 9.2. To the extent required under the Privacy Act 2020 the Customer is entitled to have access to and to request correction of personal information concerning the Customer which has been collected by the Company.
- 9.3. If a Customer considers that the Company has failed to comply with any obligations under the Privacy Act 2020 they should contact the Company with an email addressed for the attention of the Privacy Contact Officer. The complaint will be acknowledged within 7 days and a decision will be made and advised within 30 days (or a longer period as may be agreed with the individual). If the individual is not satisfied with the decision, they may make a complaint to the Privacy Commissioner. The contact details for the Privacy Commissioner are:
- Telephone: 0800 803 909
Website: <https://www.privacy.org.nz/>
Mail: Office of the Privacy Commissioner
PO Box 10094, Wellington 6143
10. Non-Circumvention
- 10.1. The Customer hereby agrees and irrevocably guarantees to the Company that it will not:
- 10.1.1. interfere with, circumvent or attempt to circumvent, avoid, bypass or obviate the relationship with the Company, and its suppliers, customers and any of the directors, shareholders, investors, members, employees, or contractors of the Company;
- 10.1.2. enter into any direct negotiations or transactions with any suppliers, customers, directors, shareholders, investors, members, employees, or contractors of the Company other than through the Company;
- 10.1.3. interfere with, circumvent or attempt to circumvent, avoid, bypass or obviate the Company's interests or their relationship between any third parties.
- 10.1.4. The Parties acknowledge that damages may not be an adequate or appropriate remedy for any breach of this clause 10 and accordingly the Customer agrees that should it commit any breach of this clause 10, the Company will be entitled to obtain any injunction or any other interlocutory relief as may be applicable.
- 10.2. The remedies contained in clause 10.1.4 shall be in addition to and without prejudice to any and all other remedies which the Company may have arising as a matter of law or equity including but not limited to the right to cancel this contract and all rights accruing thereunder, all monies paid shall be forfeited to the Company.
11. Force Majeure
- The Company shall not be responsible to the Customer for failure to perform any of its obligations due to causes beyond its control including work stoppages, fires, floods, severe weather events, Government imposed restrictions or those imposed by any relevant authority, civil disobedience, riots, theft, rebellions, acts of God and similar occurrences. In such circumstances the Company shall have the right at its discretion to delay the performance of its obligations until such causes cease or to cancel the whole or any part of the contract without incurring any liability to the Customer.
12. Governing Law
- 12.1. These Terms are governed by the laws of New Zealand.
13. General Provisions
- 13.1. The Company may cede and assign its rights and obligations in accordance with the Terms to any party and no written notice is required to be given to the Customer.
- 13.2. The Customer agrees to treat with confidence all confidential information, proprietary information, and the Terms as disclosed by the Company to the Customer from time to time. On request the Customer will return and delete all such confidential information and proprietary information.
- 13.3. The Customer agrees that the Company may use the Customer's name, logo and any testimonial the Customer provides in the Company's promotional material and communications including, but not limited to, proposals, presentations, website, and corporate brochures.
- 13.4. Should any provision of these Terms be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severed from these Terms and shall not affect the validity and enforceability of the remaining provisions.
- 13.5. In the event of a conflict between any quote or these Terms, the Terms prevail save in respect of any variations to payment terms or additional fees and charges as may be payable in terms of the quotation provided.
- 13.6. The Company may at its discretion without notice appoint subcontractors to perform any of the services required and will be entitled to enter into contracts for and on behalf of the Customer in relation to the provision of the Goods.

