

TALK ELECTRICAL LIMITED

TERMS OF TRADE

In these Terms of Trade unless the context otherwise requires:

- i. Talk Electrical means: Talk Electrical Limited and its employees and agents.
- ii. You means: You the purchaser of our Products
- iii. Products means: the goods and services purchased by You.

2. Acceptance of Terms of Trade

- i. These Terms of Trade and any subsequent Terms of Trade issued by Talk Electrical shall apply to all interactions between You and Talk Electrical.
- ii. Talk Electrical may amend or vary these terms at any time. Your acceptance of these terms shall be on the request by You of further Products from Talk Electrical.

3. Price and Payment

- i. The price of any Products provided to You by Talk Electrical shall be indicated on the invoice provided to You.
- ii. Prices quoted exclude Goods and Services Tax (GST). GST is payable by You.
- iii. The method of payment shall be by direct credit, or cash. Payment by cheque must be by prior arrangement.
- iv. Time for payment for the Products shall be of the essences and will be due within 7 days of the date of the invoice.
- v. Talk Electrical may charge You interest on any overdue invoice on a daily basis from the due date until actual payment at the rate of 10% per annum.
- vi. All costs incurred in the recovery of any overdue amount (including collections costs and solicitors fees) shall be on charged to You.
- vii. Overdue invoices may be referred to a debt recovery agency at the sole discretion of Talk Electrical.

4. Delivery

Talk Electrical will use its best endeavours to deliver the requested Products at the time agreed however Talk Electrical will not be responsible or liable for any loss or damage suffered by You through any delay in delivery of the requested Products.

5. Provision of Service Utilities

You shall provide Talk Electrical with any service utilities required in order for Talk Electrical to provide the agreed Products.

6. Supply of Products

The risk in Products supplied to You shall pass to You on the provision of the Products to You by Talk Electrical but ownership shall not pass to You until such time as you have paid for the Products in full.

7. Warranty and Liability

- i. Talk Electrical warrants that any Products provided will comply with all legal requirements for electrical goods and services required under New Zealand law and that a certificate of compliance will be issued at the time of completion, if required.
- ii. However as Talk Electrical have no control over how You use the Products, except for any written warranties given by Talk Electrical to You, all warranties and representations (including those expressed or implied by law) in respect of the Products provided are excluded to the extent permitted by law.
- iii. Where you have used Talk Electricals Products for the purposes of business the provisions of the Consumer Guarantees Act 1992 are expressly excluded.
- iv. Notwithstanding any other provision of these Terms of Trade Talk Electricals maximum liability to You (in the event that such liability exists) in respect of any breach of warranty, breach of these Terms of Trade or for defective Products is limited to repair, replacement or refund of the price of the Products.

- v. Where Talk Electrical replaces or repairs any Products it will use its reasonable endeavours to do so as soon as practicable but will not be liable for any delay in such replacement or repair.
- vi. Talk Electrical shall not be liable for any loss of any kind whatsoever suffered by You as a result of any breach of any of the obligations under the contract between Talk Electrical and you including any failure to deliver the Products or any cancellations or negligence on the part of Talk Electrical nor shall the company be liable for any consequential loss or damage.

8. Privacy

- i. Talk Electrical will need to collect and hold some personal information about You in order to provide You with the requested Products.
- ii. Where possible Talk Electrical will collect information directly from You unless you authorise collection from a third party.
- iii. You authorise Talk Electrical to collect, retain and use any information about You required for the provision of the Products.
- iv. You further authorise Talk Electrical to disclose personal information to third parties for the purpose of provision of the Products or for debt collection purposes.
- v. You have the right to request a copy of the personal information held about You and to request amendments of that information.
- vi. Talk Electrical will retain the information for up to 7 years before securely disposing of the information.

9. General Conditions

- i. These Terms of Trade will be interpreted in accordance with applicable New Zealand law, which will have exclusive legal jurisdiction over any dispute in relation to the Products or these Terms of Trade.
- ii. If any provision of these terms is held to be invalid or unenforceable for any reason the remaining provisions shall remain in full force and effect and the parties shall adjust their respective rights and obligation in accordance with intent of the parties.
- iii. If Talk Electrical fails to enforce any terms or to exercise any rights under these Terms of Trade at any time, Talk Electrical has not waived that right.
- iv. Talk Electrical will not be liable for any default due to act of God, Terrorism, war, strike, lock out, industrial action, flood, storm or other event beyond Talk Electricals' reasonable control.

10. Dispute Resolution

- i. If a dispute arises between the parties, the disputing party will notify the other party in writing of the dispute within five working days. The parties agree that in the first instance they will use their best endeavours to come to a resolution between them.
- ii. If the parties cannot resolve the dispute within 20 working days of the issue being given then a mediator will be appointed by the parties or in the event that a mediator cannot be agreed upon then a mediator appointed by the president of Arbitrators and Mediators Institute of New Zealand.
- iii. If the parties fail to resolve their dispute through mediation within 20 working days of the commencement of mediation then the parties agree to arbitration.