

KADCAM ENTERPRISES LIMITED
Terms of Sale and Delivery



1. Area of Application

- (1) These Terms of Sale and Delivery shall be deemed to form an integral part of all our offers and of contracts with all purchasers who at the time of concluding the contract transact their business in their commercial or self-employed capacity (entrepreneurs) or are legal entities under public law or represent special assets under public law, both in current and in future business relations.
- (2) Objection is hereby expressly raised against any business conditions quoted by the purchaser that deviate from these Terms of Sale and Delivery.

2. Offers, Declarations, Orders

- (1) Our offers are understood without engagement, subject to prior sale.
- (2) Incoming orders shall not be binding upon us until such time we have acknowledged them in writing. Any verbal agreements that have not been confirmed in writing, shall be deemed null and void
- (3) All orders shall be processed exclusively in accordance with our Terms of Sale and Delivery. Any deviations from said terms require our prior confirmation in writing. Any orders placed by the purchaser shall be irrevocable.
- (4) All documents, such as illustrations, drawings and information concerning weights, capacities, consumption and/or energy requirements shall be understood as information with approximate value unless we have expressly referred to same as binding upon us.
- (5) Our prices are understood as net ex works delivery, without commitment. As principle, the prices charged shall be the prices valid on the day of delivery.

3. Delivery Obligations and Delivery Periods

- (1) The sole criteria for the scope of delivery shall be the provisions of our order acknowledgement.
- (2) Protective equipment shall only be included in the scope of supply if expressly agreed in advance.
- (3) Acts of God (strikes, lockouts or acts of terrorism) in either factories, manufacturing our base materials, or in our plant, or any event that may prevent supply manufacture or delivery, shall during the period of said act or event release us from our obligation to deliver, and the purchaser shall forfeit all rights to claim for damages and or rescission.
- (4) Unless otherwise agreed, deliveries shall be understood net ex works Auckland. Packaging at purchaser's risk and expense, even in the event that the delivery is carried out using our own vehicles.
- (5) We reserve the right to determine the packaging and method of delivery. The packaging shall be invoiced at cost price and is non-returnable.

4. Guarantee Claims

- (1) Any complaints arising from apparent defects must be logged in writing as soon as reasonably possible, latest however within a preclusive period of 14 (fourteen) days (criterion is receipt at our premises). Failure to observe this time limit shall result in forfeiture of all rights to guarantee claims. The burden of proof for observance of the time limit shall be incumbent upon the purchaser.
- (2) The purchaser's guarantee claims shall be limited to subsequent fulfilment. Only in the event of impossibility in respect of subsequent guarantee claims shall the purchaser have the right to choose abatement of the purchase price (reduction) of contract.
- (3) All claims for damage shall be forfeited in the event that the purchaser himself, or a third party carries out repairs on the machine/device supplied, unless he obtained our prior approval.
- (4) We reserve the right to inspect any complaints ourselves and subsequently fulfil the contract as necessary or arrange for another expert to inspect and authorize said expert to carry out any necessary repair. In the event that the inspection shows that the guarantee claim is unfounded, we, or a third party, authorised by us are prepared to carry out the repair at the purchaser's expense and inform the purchaser of the estimated cost. The purchaser shall then decide whether or not to issue an order for repair.
- (5) Any machine or devices sold and designated as second hand, or any spare parts, shall be exempt from guarantee.
- (6) The purchaser is herewith informed that satisfactory marking quality can only be obtained with a combination of marking equipment, marking material and proper operation of the marking machine.
- (7) The guarantee is for a period of 12months in accordance with sub-supplier's equipment guarantee to the original purchaser.

5. Instruction for Operational Personal

In the event that the purchaser should require instruction for his operational personnel this can be arranged to take place at our factory for a limited period on the purchase machine and at the purchasers risk. It is also possible for our own personnel to provide instruction on site

6. Copyrights and Patents

The purchaser shall not infringe any industrial property rights, rights of invention, patents and or registered designs we may hold on any machines or devices, except in respect of subcontracted components. Imitation and slavish duplication of any machine and/or devices is strictly forbidden.

7. Reservation of Ownership

- (1) All Sales shall be subject to reservation of ownership. The machines and/or devices shall remain our property until such time as the purchase price and any outstanding amounts owed to us by the purchaser have been paid in full. In the event that the purchaser intends to limit the extent of reservation of ownership, he shall notify us accordingly as soon reasonably possible. In the event that the purchaser disposes of any machine and/or devices we have delivered, either alone or in combination with other equipment, to a third party prior to settlement of due payment, the purchaser shall undertake to reserve the right of ownership. The purchaser shall already this day assign to us his claim in respect of the purchase price due from resale to the buyer to the equivalent of the amount due for payment

Excellence is our habit

to us by the purchaser. This shall apply irrespective of whether the machines and/or devices we have delivered have been resold with or without processing. In the event that the machines and or devices we have delivered have been resold after combination, processing, or together with other goods, the outstanding amount due to the purchaser from the buyer shall be deemed as assigned to us to the equivalent of the amount of purchase price contracted between us and the purchaser. We shall be entitled to present to the buyer notice of said assignment.

- (2) The purchaser shall be entitled to collect on our behalf the amount assigned to us in advance. We shall have the right to revoke with immediate effect the authorisation to collect, and collect the due amount ourselves. The purchaser shall, on demand be obliged to notify us of the name and address of the buyer, and the amount of the assigned claim and to provide us with all information required to assert our claim.
- (3) The purchaser shall be obliged to provide us at all times on demand with information concerning the whereabouts of the reserved machines and devices delivered and concerning the outstanding claim from resale.
- (4) Attachments or transfers of ownership by way of security in respect of the reserved property and also disposals in respect of claims assigned to us shall be inadmissible.
- (5) The purchaser shall be obliged to notify us in writing as soon as reasonably possible about any attachments in respect of the object of purchase, and/or the assigned claim or any other claims which third parties may lodge in respect of the object of purchase. In the event of an attachment, we shall also be furnished at the same time with a copy of the attachment order.
- (6) In the event of any action by the purchaser not in conformity with the terms of the contract-in particular default or delay in payment – after a fruitless dunning procedure we shall be entitled to demand the return of the reserved property or, if applicable, assignment of the purchaser's claim for restitution against third parties. It will not be necessary to grant an additional time period. Neither the return of the goods to us nor our attachment of the reserved property shall constitute rescission. The purchaser shall in the event of the return of goods bear the cost of any depreciation in value suffered by the object of purchase (reserved property) as a result of interim operation.

8 Terms of payment

- (1) Payments based on the agreed contract price, should be made according to the following schedule:

| | |
|-----|--------------------------|
| 35% | On signing of contract |
| 30% | When machine is painted. |
| 35% | After delivery |
- (2) No discounts for cash are admissible.
- (3) Payments should be made by telegraphic money transfer or Direct Credit only.
- (4) As soon the purchaser falls in arrears (30 days after due date and receipt of invoice or an equivalent demand of payment), we shall be entitled to charge interest at the rate Kadcam Enterprises Ltd credit cost plus 5% interest on top. We reserve the right to claim for additional compensation and any cost to collect the outstanding money.
- (5) In the event that the purchaser gets into financial difficulties or delays payment, we shall be entitled to rescind the contract as far as the purchaser shall not have fulfilled his contractual obligations and demand cash payment for any further deliveries.
- (6) The purchaser shall renounce any claim to right of retention arising from any previous or other transactions associated with the current business relationship. Setting off with counterclaims shall be deemed inadmissible unless said counterclaims have been recognized by us and are due for payment or to have been determined to be the final and legally binding.

9. Limitation of Liability

Except as to guarantees and warranties supplied in writing the vendor hereby excludes any warranties express or implied including any warranties as to merchantability and fitness for a particular purpose. In no event will the seller be responsible for damages beyond the cost of the product of the purchaser.

10. Statute of Limitations

Any claims on the part of the purchaser – for any legal reason whatsoever – shall become statute barred after a period of 12 months.

11. Utilization of Software

- (1) Insofar as software is included in the scope of supply, the purchaser shall be granted a nonexclusive right to use said software and the documentation associated therewith. Said software shall be supplied for use in conjunction with the delivery item for which it has been provided. Utilization of said software on more than one system is prohibited.
- (2) The purchaser undertakes not to remove or alter in any way without our prior express permission any references to the manufacturer, in particular any copyright details.
- (3) All other rights in respect of said software and associated documentation, including any copies, are reserved by us or the software supplier. The purchaser shall not be entitled to grant sublicenses.

12. Applicable Law, Jurisdiction

- (1) The business relations and the entire legal relationship between us and the purchaser shall be governed by the law of New Zealand.
- (2) However we shall be entitled to institute proceedings at the purchaser's place of business at their costs.
- (3) In the event that any provision in these terms and conditions or any provision within the framework of any other agreements is or becomes legally ineffective, this shall not affect the legal effectiveness of any other provisions or agreements.

Terms and conditions accepted Name: _____

Company: _____

Position: _____

Signature: _____

Date: _____