Solo Plastics Limited – Terms & Conditions of Trade Internations (Flent means the person's, entities or any person acting on behalf of and with the authority of the Client requesting Solo to provide the Services as Specified I any proposal, glodation, force, trivious or other documentation, and: (b) If the Client is a partnership, it shall bind each partner jointly and severally, and nor to withhold payment of any invoice because part of that invoice is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Solo an amount equal to any GST Solo must pay to any supply by Solo under this or any other contract the solo and the same that the solo and the same that sold the sa Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Client acknowledges and agrees plat. (3) the purposes of the PPSA, and the purposes of the PPSA, and (b) a security interest is taken in all Goods that have previously been supplied and that will be supplied in the future by Solo to the Client, and the proceeds from such Goods as listed by Solo to The Client undertakes to centered from time to time. The Client undertakes to centered from time to time. (a) sign any further, documents, and/or provide any further information (such information to be complete, accurate and upcodes in a linear process of the proceeds that the provide in the Personal Property Securities Register, or permit or the Personal Property Securities Register, or permit to be registered, a financing statement or a financing any Goods charged thereby. (c) not register, or permit to be registered, a financing statement or a financing drange statement in relation to the Goods or the proceeds of such Goods in favour of a third party without the proceeds of such Goods in favour of a third party without the proceeds of selling the Goods which would result in a change in the party of the process determent of many control process of the process determent of proceeds determent of the control of the PSA settlement of statement in accordance with section 23.4 and the PSA settlement as accordance with section 23.4 and the PSA settlement as accordance with section 23.5 classes 15.1 to 15 access provisions to the contracting out of any of the provisions is intended to have the effect of contracting out of any of the provisions 23.6 of the PPSA. intiffy and severally, and () If the Clerk is a partner ship, it shall bind each partner jointly and the control of the contro Provision of the Services Subject to dause 7.2 is Salo's responsibility to ensure that the Subject to dause 7.2 is Salo's responsibility to ensure that the Subject to dause 7.2 is it is reasonably possible. The Services commencement date will be put back and the completion date extended by whatever time is reasonable in, the event that Solo dams an extension of time by gwing the Client Solo's control, including, but not limited to, any failure by the Client to the control of the client to the

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withing that, said person is no longer use unerso any automore questimiting, in the Client's duly authorised representative as per-lauses 3, 1 is to have only imited authority to act on the Client's behalf hen the Client must specifically and clearly advise Soo in writing of the parameters of the limited authority granted to their representative. The Client's pecifically acknowledges and accepts that they will be polely liable to Solo for all additional costs incurred by Solo (holuding solos profit magnin), in growing any Soods, Services or Variations.

render it invalid; but shall not be responsible for any additional costs incurred by Solo arising from the error or omission.

Change in Control
The Client shal give Solo not less than fourteen (14), days grior
written notice, of any propose, Danger of owners the control of the cont

Solo reserves the right to change the Price:
(a) if a variation to the Goods which are to be supplied is requested;

or if a variation to the Services originally scheduled (including any applicable plans, specifications, size or production) is requested; or

ribe:
on or before delivery of the Goods; or
on completion of the Services; or
by way of instalments/progress payments in accordance with
Solo's payment schedule;
for certain approved Clients, due twenty (20) days following the
end of the month in which a statement is posted to the Client's
address or address for notices.

address or address for notices; the date specified on any invoice or other form as being the date

make a selection; of have the services; or nout? Solb that the star ready for the Services; or nout? Solb that the star ready that the select staken to occur at the time that the Client or the Client's nominated carrier takes possession of the Goods at Solos address; or Solo (or Solos nominated carrier) delivers the Goods at Solos address; or Solo (or Solos nominated carrier) delivers the Goods to the Client's prominated address even if the Client is not present at (b) Solo (or Solo's nominated carriery delivers the Goods to the Cherk comminated address even if the Client's nor present at The cost of Delivery is either included in the Price or is in addition to the Price as agreed between the parties. Solo may deliver the Goods in separate instalments. Each separate the Solo may deliver the Goods in separate instalments. Each separate management of the Cost of Acceptance
The parties acknowledge and agree that
a) they have read and understood the terms and conditions
contained in this Contract, and
b) the parties are taken to have exclusively accepted and are
immediately bound, printly and exercity, by these terms and
the condition of the Client places an order rior or accepts delivery of
the Goods.
If the Contract and any other prior document or schedule that the
acceptance of the contract and any other prior document or schedule that the
approximation of the terms and ponditions contained any
approximation of the contract any only be amended in writing by the consent of both
agrees. Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client outs insure the Goods on or before Delivery, If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, Solg is entitled to receive all insurance proceeds payable for the Goods. The production of these insurance proceeds payable for the Goods. The production of these insurance proceeds without the need for any Person 16.2 dealing with Solo to make further enquiries. The Client requires the Condition that the Client's sole risk. All potential surfaces are subject to an inspection by Solo prior to the commencement of the installation Services. In the event that the commencement of the installation Services in the event that the commencement of the installation Services. In the event that the commencement of the installation Services in the event that the commencement of the installation Services in the event that the commencement of the installation Services in the event that the commencement of the installation Services in the event that the commencement of the installation Services in the event that the commencement of the installation. The additional cost shall be proposed to the surface in order to the additional cost in further preparation of the surface in order to make it suitable for installation. The additional cost shall be charged as a variation to the quotation as per clause 6.3.

If you have the surface is the surface is the surface in order to commence the surface is the surface in order to consider the surface in order to consider the surface in order to consider the surface is the surface in order to consider the surface is the surface in order to consider the surface in Any amendment to the terms and conditions contained in this 8.1 contract may only be amended in writing by the consent of both 1.0 per irovisions of that AC or any negurous.

Ulthorized Representatives
Jinless oftherwise limited as per clause 3.2 the Client agrees that
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yes the (jii) mark or stain if exposed to certain substances; and (iv) be damaged or disfigured by impact or scratching. Accuracy of Cleint Plans and Measurements Solo shall be entitled to rely on the accuracy of client Plans and Measurements Solo shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this information provided by the Client is inaccurate. Solo accepts no these interests of the compact of the provided by the Client is inaccurate. Solo accepts no these inaccurate glans, specifications or other investment for the provided by the control of the provided in the client of the client gives provided in the client gives provided the gives provided in the client gives provided by the client gives provided in the client gives provided by the client 17.4 Specifications
The Client acknowledges that all descriptive specifications.
The Client acknowledges that all descriptive specifications, single specifications, dimensions, and weights stated in Solo's or the manufacturer's fact speets, price lists or advertising material, and proviousled only and are given by way of telentricition only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by Errors and Onissions
The Client acknowledges and accepts that Solo shall, without prejudice, account on liability in respect of any alleged or actual error of the contract of Access
The Client shall ensure that Solo has clear and free access to the site at all times to enable them to undertake the Services. Solo shall not 20.2 be liable for any loss or damage to the site (including, without imitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Solo. Underground Locations

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U be on site.

Whilst Solo will take all care to avoid damage to any underground services the Client agrees to indemnify Solo in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 12.1. Compliance with Laws
The Client and Solo shall comply with the provisions of all statutes, 21.3
The Client and Solo shall comply with the provisions of all statutes, 21.3
The Client and Solo shall comply with the provisions of all statutes, 21.3
The Client and Solo shall comply with the provisions of all statutes, 21.3
The Client and Solo shall comply the provision of the Solo shall comply the 'Amendments) and Code of Ethics in respect of all workmanship 21.4 and products to be supplied during the course of the Services will be provided in accordance with any current relevant Australian/New Zealand Standards applicable. Where the Client has supplied products for Sold to complete the Services, the Client acknowledges that it accepts responsibility for use and any faults inherent in those products. However, if in Solds opinion, it is believed that the materials supplied are non-conforming products and will, not conform with New Zealand segulations, the proporate component of the Component of the Solds opinion, it is believed that the materials supplied are non-conforming products and will, not conform with New Zealand segulations. The proporate component of the Solds of the Sold where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather, limitations, to accessing the ste, incorrect measurements, plans and/or specifications provided by the 13.4 Client, salety considerations, prequisite work by any third party not being completed, underflied underground stagles. 13.5 Services or after only discovered on commencement of the story which may compress the measurement of the Services or in the event of increases to Solo in the cost of labour or materials (including, but not limited to, transactions that may increase as a consequence of variations in foreign currency rates, of exchange, quistorn dutes, freight and instrained charges which is the solo of the control of the c Title Solo and the Client agree that ownership of the Goods shall not pass 22.2

o and the Client agree that ownersing or the volusis site in the pass in the Client agree that one amounts owing to Solo; and the Client has met all of its other obligations to Solo; conducted by Solo of any form of payment other than cash shall not be maded to be payment until that form of payment has been ourget, cleared for recognised. The conducted payment of the solo of payment has been ourget, cleared for recognised. The Goods passes to the art in agordance with clause 14.1; the Client's only a ballee of the Goods and must return the Goods to Solo or request. The Client's only a ballee of the Goods and must return the Client's only a ballee of the Goods and must return the Client's only a ballee of the Client's

insurance in the event of the Goods being list, damaged of destroyed; the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for maker value. If the Client sells, disposes or business and for maker value, and the Client sells, disposes or business and for maker value. If the Client sells, disposes of proceeds of any such act on trust for Solo and must pay or 23, deliver the proceeds to Solo on demand; the Client mould not convert or grocess the Goods or integritish them with other goods but if the Client does so then the Client motist the resulting product no trust for the benefit of Solo and must sell, dispose of or return the resulting product to Solo as it. ignt irrevocably authorises Solo to enter any premises Solo believes the Goods are kept and recover possession

of the Goods; Solo may recover possession of any Goods in transit whether or not Delivery has occurred;

the Client shall not charge or graft an ensumbrance over the loods for graft not officentied give says present in the Goods while they remain the property of Solo, and Solo may commence proceedings to recover the Price of the Goods Sold notwithstanding that ownership of the Goods has not passed to the Client. Personal Property Securities Act 1999 ("PPSA")
Upon assenting to these terms and conditions in writing the Client

of the PPSA.

Security and Charge in the control of the PPSA.

Security and Charge in the control of the contro

ove effect to the provisions of this clause 16 including, but not limited to, signing any obcument on the Client's behalf.

Defects.

The Client shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the esserbey) notify Soo of any the Client shall afford the Soo of the Client shall afford Soo on opportunity to inspect the Goods within a reasonable time following. Delivery if the description or quide, the Client shall afford Soo an opportunity to inspect the Goods within a reasonable time following. Delivery if the gleen the Goods within a reasonable time following. Delivery if the Client Soo of the Client Soo of

Warranty
For Gods not manufactured by Solo, the warranty shall be current warranty provided by the manufacturer of the Gods shall not be bound by nor be responsible for any term, con representation or warranty other than that which is given be manufacturer of the Gods.

Consumer Guarantees Act 1993 and the Fair Trading Act 1986 if the Client is acquiring Goods for the purposes of teade of Consumer Guarantees Act 1993 (*C&A**) do not apply to the supply of Goods by Sol to the Client. Sol

Intellectual Property

Default and Consequences of Default daily from the client.

Default and Consequences of Default daily from the date when interest on overdue invoices shall accrue daily from the date when provided invoices shall accrue daily from the date when provided in the date when the date when the client of the date of the date

due: the Client has exceeded any applicable credit limit provided by Solo; Solo:
the Client becomes insolvent, convenes a meeting with its
creditors or proposes or enters into an arrangement with
creditors, or makes an assignment for the benefit of its creditors; 27.2

a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

of the Client.

Cancellation
Without prejudice to any other remedies the parties may have, if at 27.3 any time either party is in brased of any obligation (including those without prejudice to the party site in brase) of any obligation (including those party is in brased of any obligation (including those party) and the party site in the party site in the party site in the party. Neigher party will be lable for any loss or 27.6 Goods to the other party. Neigher beause one of the parties has 27.6 party of the party site in the party of the party site in the party of searchest of the party of the party of searchest party of se

Client On giving such intervention of the vives of the control in a co

Privacy Policy
All emails, documents, images or other recorded information held or used by Solo is, Personal Information, as defined and referred to in datase 2.3, and therefore considered confidential. Solo acknowledges its boligation in relation to the handling, use, acknowledges is to soligation, in relation to the handling, use, the policy of the solid information of pursual relationships of the solid information of pursual relationships of the solid information of pursual relationships of the solid information of the solid information of the solid information of the solid information and the solid information in the client, School acknowledges that in the solid information had been solid information and the solid information and the solid information in the client, School will notify the Client in accordance with the Act. Any release of such Personal information must be in

coordance with the Act and must be approved by the Client by inten consent, unless subject to an operation of law. who this principle cause 23., principle ymitted to spill extent to Solo in the Committee of intelligence of the Committee of the Committee of the Committee of pulcable), such technologies, such as prices and web begoons (if pulcable), such technologies such as prices and web begoons (if pulcable), such technologies such as prices and web begoons (if pulcable), such technologies such as prices and in the collection of Personal to Life and the Committee of the Committee of

applicable), sich technique, allows the collection of Personal Information such as the client?

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purpose or assessing the Client's creditivorthiness, or (iii) for the purpose of marketing products and services to the Client branching about the Client, whether collected by Solo from the Client directly or obtained by Solo from any Client directly or obtaining a Solo from any Client directly or obtaining a greaty for the purposes of providing or obtaining a credit reporting agency for the purposes of providing or obtaining a credit reporting agency for the purposes of providing or obtaining a credit reporting agency for the sam only day the authorities under clauses. 300 and the client same the client of the client shall have the night to request (by e-mail) from Solo and the client shall have the night to request (by e-mail) from Solo and the night to request that Solo correct any incorrect Personal Information about the Client sequest (by e-mail) or if it is no longer required unless it is required in order to the client sequest (by e-mail) or if it is no longer required unless it is required in order to the client and the client sequest (by e-mail or if it is no longer required unless it is required to be maintained and/of stored in accordance with the law in the sevent (have sold to the complaint within kewn) (20) days of recept of the complaint within kewn) (20) days of recept of the complaint, in the client is not satisfied with the resolution provided, the Client can wake a complaint to the Privacy Commissioner at http://www.privacy.org.nz.

Suspension of Services
Where the Contract is subject to section 24A of the Construction
Contracts Act 2002, the Client hereby expressly acknowledges that:
(a) Softias the pin be suspend work within live (b) working days
on the Client, and: Intent to do so if a payment claim is Served
on the Client, and:

on white client and continued to use in apprient claim is served to the continued to the co

Suspend negaritying out to unsaturation and the united the constitution contract.

(b) if Social soc

does not: affect any rights that would otherwise have been available to Solo under the Contract and Commercial Law Act 2017;

To Solo under the Contract and Commercial Law Act 2017;
or enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of Solo suspending work under this provisor.

(d) due consequence of Solo suspending work under this provisor, precludes Solo from continuing the Services or performing of complying with Solos, obligations under this Contract, then without prejudice to Solos other nights and remedies. Solo may suspend the Services immediately after serving on the Client and without prejudice to Solos other nights and remedies. Solo may suspend the Services inspending the Services is possible to describe the Solos and several to the Solos as a result of such all costs and expenses incurred by Solo as a result of such Juspension and recommencement shall be payable by the If pursuant to any right conterer by that suspension confines unremedied subject to dause 22.1 for at least ten (10) working days. Solo shall be entitled to terminate the Contract, in accordance with clause 22.

Service of Notices
Any written notice given under this Contract shall be deemed to have been given and received:

n given and received:
by handing the notice to the other party, in person;
by leaving it at the address of the other party as stated in this
Contract;
by sensing the party described to the address of the other party
as stated in this Contract;
by sensing the party described to the party as stated in this Contract;
by sensing the party described to the party pumper of the other party as stated in this Contract;

as stated in this Contract; if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;

by the transmission:

(e) if sent by email to the other party's last known email address. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

of post, the notice would have been delivered.

That Country is a post of the country of the cou

General
Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, either adjudcation in accordance with section. For the Construction Contracts Act 2002 and/or by replacements.

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall raflect that party is gnit to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, word, lightly the conditions of the provision of the p

the remaining provisions shall not be allocated, population impaired.

The present and conditions and any Contract to which they goply the provision of the pro

us espanienteri over not cause detirient to the Client. The Client cannol tience or assign without the written approval of \$300 may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Client agrees and understands that they have no authority to give any instruction to any of Solo's subcontractors without the sufficient of solo of their general terms and conditions for subsequent future Contracts with the Client by disclosing such to the Client in writing, these changes shall be deemed to take effect from the date on which the Client accepts such changes, or otherwise all such time as the Client makes, a further writing the contract of the contract of

(e) the ddie specified on any invoice or other form as being use user for payment, or the contrary, the date which is even (7) familing any, notified table of any invoices given to the Client by Sol. Payment may be made by electronigon-line banking, or by any other method as agreed to between the Client and Solo. Solo may in its discretion allocate any payment received from the Solo may in its discretion allocate any payment received from the part of receipt or at any ment and the solo of the Please note that a larger print version of these terms and conditions is available from Solo on request.