

Consonic (NZ) Limited General Terms and Conditions of Sale

1. Definitions

1.1 In These Terms:

- (1) "Contract" means a contract for the sale of Goods and/or Services by the Seller to the Purchaser.
- (2) "Goods" means products purchased by the Purchaser from the Seller.
- (3) "PPSA" means the Personal Property Securities Act 1999.
- (4) "Purchaser" means the entity purchasing the Goods and Services upon these Terms.
- (5) "Seller" means Consonic (NZ) Limited and any related company of the Seller within the meaning of section 2 of the Companies Act 1993.
- (6) "Services" means the technical services performed by the Seller for the purchaser.
- (7) "Terms" means these Terms of sale.

2. Binding Terms

2.1 The only terms which are binding upon the Seller are:

- (1) those set out in these Terms or otherwise agreed to in writing by the Seller; and
- (2) those, if any, which are imposed by law and which cannot be excluded.

2.2 The Purchaser agrees that these Terms shall apply to and be incorporated in all contracts and dealings between the Seller and the Purchaser for all Goods and Services supplied by the Seller after the date the Purchaser receives these Terms.

2.3 The Seller can vary these Terms at any time by notifying the Purchaser of any amendments, including by email or on its website.

3. Price

3.1 Validity of Quotation

Subject to clause 3.2, any quotation issued by the Seller for any purpose shall be valid for thirty (30) days from the date of issue and thereafter shall lapse.

3.2 Status of Quotation

The Seller reserves the right to withdraw any quotation issued at any time before acceptance by the Purchaser. Such withdrawal may be in writing or may be communicated in the ordinary course of dealings between the Seller and the Purchaser.

3.3 Price Change

Prices in any price lists issued by the Seller are subject to alteration without notice.

3.4 Taxes

Prices given are exclusive of Goods and Services Tax (GST), sales or value-added tax or taxes, customs charges, duties, or other fee payable with respect to the Goods or Services.

4. Delivery

4.1 Delivery at Store

Unless otherwise specified in writing, delivery of Goods is at the Seller's store, and the cost of insurance and transportation of the Goods must be paid by the Purchaser.

4.2 Delivery Charges where not at Store

Where a place of delivery other than at the Seller's store is specified in writing, the Seller must pay the costs of insurance and transportation of the Goods to the place of delivery, except that if the Purchaser requires delivery by same day courier, first class air freight, or other special delivery, the costs must be paid by the Purchaser at the same time as, and in addition to, the price.

4.3 Delivery Date

If a delivery date (including a date for delivery of a Service) is specified, that date is an estimate only and the Seller is not liable for any delay in delivery.

4.4 Partial Supply

If the Seller is unable to supply the Purchaser's total order these Terms continue to apply to the Goods and Services supplied.

4.5 Delivery on Approval or Loan Goods on Trial

Goods delivered to the Purchaser on approval are delivered at the Purchaser's cost as to insurance, freight and all risks howsoever arising from the moment of despatch of the Goods. No express or implied warranties of any kind are given by the Seller in respect of such Goods. Such Goods shall be returned on demand by the Seller and at the cost and risk of the Purchaser. No charge shall be made for fair wear and tear but all damage other than fair wear and tear to such Goods shall be paid for by the Purchaser to the Seller on demand.

5. Acceptance

5.1 The Purchaser must inspect the Goods and Services immediately upon delivery and must within 10 days after the date of delivery give written notice to the Seller, with particulars of any claim that the Goods or Services are not in accordance with the contract. If the Purchaser fails to give that notice, then to the extent permitted by law the Goods and Services are deemed to have been accepted by the Purchaser and the Purchaser must pay for the Goods and Services in accordance with the provisions of these Terms.

6. Payment

6.1 Payment Terms

Unless otherwise agreed in writing, payment for Goods and Services supplied by the Seller to the Purchaser must be tendered in full by electronic funds transfer no later than the expiration of 7 days from delivery of such Goods and Services.

6.2 Timing of Payment

Payment is deemed to be made on the date upon which the payment is cleared by the Seller's bankers.

6.3 Time of the Essence

Time is of the essence in respect of the Purchaser's obligation to make payment for Goods and Services supplied by the Seller to the Purchaser.

6.4 Sanctions for Late Payment

If the Purchaser defaults in making payment to the Seller strictly in accordance with these Terms the Seller may in its absolute discretion:

- (1) charge the Purchaser interest calculated on the portion of the Purchaser's account overdue at the rate of 2% per month from the date on which the default arose; and
- (2) require the Purchaser to reimburse the Seller for all collection costs including legal costs incurred by the Seller calculated on a solicitor and client basis as a consequence of the Seller instructing its solicitor to provide advice to it in connection with the default and/or to institute such recovery process as the Seller in its discretion decides.

6.5 Application of Payments

The Seller may in its discretion allocate any payment received from the Purchaser towards any invoice that the Seller determines and may do so at the time of receipt or at any time afterwards and on default by the Purchaser may reallocate any payments previously received and allocated. In the absence of any payment allocation by the Seller, payment shall be deemed to be allocated in such manner as preserves the maximum value of the Seller's purchase money security interest (as that term is defined in the PPSA) in the Goods.

7. Returns and Cancellations

7.1 Terms Applying to all Returns

The Purchaser must not return any Goods which the Purchaser claims are not in accordance with the contract (whether or not the Goods are deemed to be accepted by the Purchaser) unless the Seller has first given its written approval to their return. Their return must then be with freight and cartage prepaid by the Purchaser.

7.2 Returns where Goods Accepted

If the Seller has given its written approval to the return of Goods deemed to be accepted under clause 5.1 then unless prohibited by law the Purchaser agrees:

- (1) the Seller will only give credit for the Goods returned which are readily saleable Goods and are in a saleable condition; and
- (2) the Seller may charge a handling charge equivalent to 15% of the price of the Goods returned.

7.3 Returns where Goods Not Accepted

If the Seller has given its written approval to the return of Goods which are not deemed to have been accepted by the Purchaser under clause 5.1, the Seller must refund the freight and cartage to the Purchaser if the Purchaser's claim that the Goods are not in accordance with the contract is found by the Seller (acting reasonably) to be valid.

7.4 If, prior to delivery of Goods, which in the opinion of the Seller (acting reasonably) are readily saleable Goods, the Purchaser requests cancellation of the order, the Seller may in its sole discretion in writing accept the cancellation and the Purchaser hereby agrees if the order is cancelled to pay all Seller's costs incurred or owing in relation to the Goods plus a handling charge to 10% of the sale price of the Goods to the Purchaser.

8. Risk and Insurance

8.1 Goods supplied by the Seller to the Purchaser are at the Purchaser's risk immediately when the Goods leaves the Seller's Premises. The Purchaser must insure the Goods at its cost from the time that risks pass until they are paid for in full against such risks as would be insured against by a reasonably prudent owner of the Goods and must note the interest of the Seller on the policy and produce a certificate to this effect to the Seller on request.

9. Retention of Title

9.1 When Property Passes

Property in the Goods supplied by the Seller to the Purchaser does not pass to the Purchaser until those Goods have been paid for in full. Where the Purchaser does not make payment in respect of specific Goods, payment must be treated as having been made first in respect of Goods which have passed out of the possession of the Purchaser, and then in respect of whatever Goods still in the possession of the Purchaser the Seller elects.

9.2 Purchaser's Obligations Until Paid For

Until the Goods have been paid for in full:

- (1) the Purchaser must store the Goods in such manner as to show clearly that they are the property of the Seller; and
- (2) the Purchaser may sell the Goods, in the ordinary course of its business, as agent and in a fiduciary capacity for the Seller and must account to the Seller for the proceeds (including any proceeds from insurance claims) which must be kept in a separate bank account.

9.3 Seller's Authority to Inspect and Reclaim

The Purchaser irrevocably authorises the Seller or its agents at any time to enter any premises:

- (1) upon which the Seller's Goods are stored to enable the Seller:
 - (a) to inspect the Goods; and/or
 - (b) to reclaim possession of the Goods if the Purchaser has breached these terms or the contract or if the Seller has terminated, or is entitled to terminate, the contract; and
- (2) upon which the Purchaser's records pertaining to the Goods are held to inspect and copy the records.

9.4 Goods Attached to Premises

- (1) The Seller's property in the Goods is not affected by the fact that the Goods become fixtures attached to premises of the Purchaser or a third party, and the Seller may enter those premises for the purposes of reclaiming possession of the Goods. If the Seller enters those premises for the purpose of reclaiming possession of the Goods, and incurs any liability to any person in connection with the entry, the Purchaser indemnifies the Seller against that liability.
- (2) Before any of the Seller's Goods become fixtures attached to the premises of the Purchaser or a third party, the Purchaser must do all that is necessary (or that is requested by the Seller) to ensure that the Seller's property in the Goods is not adversely affected by such attachment.
- (3) If requested by the Seller prior to delivery, the Purchaser must obtain in terms acceptable to the Seller:
 - (a) written agreement from the owner and mortgagee of the Premises that Goods are not a fixture and will be deemed never to become a fixture of the Premises;
 - (b) irrevocable authority for the Seller or its agents at any time to enter the Premises upon which the Goods are stored to enable the Seller or its agents:
 - (i) to inspect the Goods; and/or
 - (ii) to reclaim possession of the Goods if the Purchaser has breached the contract, the contract has been rescinded, the Seller terminates, or is entitled to terminate this contract.

9.5 Goods Supplied on Credit

The provisions of this clause 9 apply despite any arrangement between the parties under which the Seller grants the Purchaser credit. Where the Seller grants the Purchaser credit for a specific period the credit period is for that period or until the re-sale of the Goods by the Purchaser, whichever is the earlier.

10. Security Interest

10.1 Security over Products

The Purchaser grants a continuing security interest in favour of the Seller in all present and after acquired rights in relation to the Goods, as security for payment of all amounts owing for any Goods and/or Services, and the performance of all obligations under these Terms.

10.2 PPSA registration

The Purchaser acknowledges that the Seller may, at the Purchaser's cost, register its security interest in the Goods, and all of the Client's present and future rights in relation to the Goods and any proceeds, on the Personal Property Securities Register established under the PPSA.

10.3 Purchaser PPSA information

The Purchaser shall provide all information and do all things including the execution of documents as the Seller may require for the purpose of securing to the Seller the Goods, the payment of all amounts owing and the performance of all of the Purchaser's obligations under these Terms, and for the purpose of ensuring that the Seller has a perfected first ranking security interest in the Goods and any proceeds under the PPSA. The Purchaser shall give written notice to Seller of any change to its name at least 14 days before such change takes effect.

10.4 The Purchaser shall notify the Seller as soon as possible of any proposed or actual change in control of the Purchaser, or sale of the Purchaser's business or a significant part thereof.

10.5 The Purchaser:

- (1) agrees that nothing in sections 114(1)(a) (to receive notice of sale or goods), 116 (to receive a statement of account), 120(2) (to receive notice of proposal to take goods), 133 (to reinstate security agreement) and 134 (limit on reinstatement) of the PPSA will apply to these Terms or the Security Interest under these Terms;
- (2) waives all of the Purchaser's rights under sections 121 (to object to proposal), 125 (damage to goods on removing accession), 129 (notice of removal of accession) and 131 (court order preventing removal of accession); and

- (3) waives the Purchaser's right to receive a copy of the verification statement confirming registration of a financing statement or financing change statement relating to the Security Interest under these Terms.
- 10.6 The terms **accession, financing statement, personal property, verification statement and security interest** have the meanings given to them under the PPSA.
- 10.7 The Purchaser will:
- (1) maintain and keep the Goods in good working order and condition and protected against theft, loss or damage; and
 - (2) permit the Seller at all reasonable times by its agents, employees and officers to enter upon any land or premises owned or occupied by the Purchaser to view and inspect the Goods.
- 10.8 The Purchaser will not:
- (1) permit to subsist any other security interest in relation to the Goods; or
 - (2) except in the normal course of business, sell, lease or dispose of, or permit the sale, lease or disposal of, the Goods.
- 10.9 The Seller's interest in the Goods continues if the Goods are processed, included or dealt with in any way causing them to become accessions, processed or commingled goods (as defined in the PPSA). The security interest in the original Goods will continue in the whole in which they are included and the Purchaser agrees that it will not grant to any other person a security interest in either the Goods or in the whole.
- 10.10 Repossession by the Seller
In addition to any rights that the Seller has under the PPSA, the Seller shall have the right, as the Purchaser's agent, at any time while any amounts owing by the Purchaser to the Seller under these Terms remains outstanding, to enter into any premises where Goods are stored and remove them without being responsible for any damage caused in doing so. The Purchaser shall indemnify the Seller for all such moneys and all costs, charges and expenses in repossessing Goods.
11. **Insolvency, Breach and Termination**
- 11.1 Termination
The Seller may terminate a contract by giving written notice to the Purchaser immediately upon any of the following occurring:
- (1) the Purchaser has a receiver or statutory manager appointed for the whole or any part of its assets; or
 - (2) the Purchaser makes or proposes to make any assignment for the benefit of, or composition with, its creditors, or enters into any scheme of arrangement; or
 - (3) an order is made or a resolution is passed for the liquidation of the Purchaser (unless as a part of a scheme for solvent reconstruction or amalgamation with the prior consent of the other);
 - (4) the Purchaser is or becomes bankrupt, insolvent or subject to any event or circumstances which in the reasonable opinion of the Seller is likely to materially and adversely affect the ability of the Purchaser to perform all or any of its obligations under these Terms;
 - (5) the Purchaser fails to perform any of its obligations strictly in accordance with these Terms; or
 - (6) the Seller has an agreement with a third party supplier in respect of Goods or Services to be supplied or re-supplied to the Purchaser under the contract and such agreement is terminated or becomes void or unenforceable.
- 11.2 Termination does not affect Seller's rights
On termination:
- (1) the Seller retains its rights against the Purchaser in respect of any past breach, in addition to any other rights, powers or remedies provided by law;
 - (2) the Seller may retain all funds paid by the Purchaser and apply those funds in the Seller's discretion against any outstanding amounts or other amounts due;
 - (3) the Seller may immediately charge all unbilled time; and
 - (4) all unpaid amounts become immediately due and payable.
12. **Warranties**
- 12.1 Condition of Supply
It is a condition of supply by the Seller to the Purchaser that Goods supplied shall be used strictly in accordance with operating instructions and all recommendations provided by the Seller and/or any supplier to the Seller and in particular those concerning the provision of power of any kind and character, cooling, lubricants, maintenance, mechanical loading, siting, operating temperatures, operating times, quality and quantity of materials to be processed, supplies of consumables and the Purchaser shall have the onus to demonstrate that all such instructions and recommendations have been so complied with.
- 12.2 Warranty
The Seller warrants that the Goods supplied by it to the Purchaser will be free from defective material and workmanship for a period of 12 months from the date of delivery to the Purchaser. The terms of this warranty are subject to:
- (1) any variation to the warranty agreed by the Seller in writing;
 - (2) the Purchaser's compliance with clause 12.1;
 - (3) the same exclusions, limitations, qualifications or procedures with respect to warranties and warranty claims as are imposed on the Seller from time to time by the supplier of the relevant Goods to the Seller.
- 12.3 All descriptive specifications, illustrations, drawings, data, dimensions and weights contained in any catalogue and/or literature shall be illustrative only and shall not form part of any warranty as to the nature of the Goods to be supplied. Such material is subject to change at any time without notice. The only details that shall be binding on the Seller are those specifically agreed to in writing.
- 12.4 All expenses of the Seller in carrying out any warranty work shall be at the expense of the Purchaser and shall include but not be limited to, wages outside normal working hours on Monday to Friday, fares and accommodation of employees, servants and agents of the Seller engaged in such warranty attendances. Under some circumstances, and at the Seller's sole discretion, the Seller may agree to waive part or all of such expenses.
13. **Exclusions and Limitations**
- 13.1 Conditions and Warranties Required to be Binding
The only conditions and warranties which are binding on the Seller in respect of the state, quality or condition of Goods and Services supplied by it to the Purchaser are:
- (1) those set out in clause 12.2; and
 - (2) those, if any, which are imposed by law and which cannot be excluded.
- 13.2 Limitation on Liability
To the extent permitted by law the liability, if any, of the Seller arising from the breach of the conditions or warranties referred to in clause 13.1 are, at the Seller's option, limited to and completely discharged:
- (1) in the case of the Goods, by either;
 - (a) the cost of replacing the relevant Goods;
 - (b) the cost of obtaining equivalent Goods; or
 - (c) the cost of having the relevant Goods repaired; and
 - (2) in the case of Services, the cost of supplying the Services again.
- 13.3 Exclusion of Other Conditions and Warranties
Except as provided in this clause 13, all conditions and warranties implied by law in respect of the state, quality or condition of the Goods or Services which may apart from this clause be binding on the Seller are excluded.
- 13.4 Acknowledgments by Purchaser

The Purchaser acknowledges that the Purchaser does not rely and it is unreasonable for the Purchaser to rely on the skill or judgment of the Seller as to whether the Goods supplied are reasonably fit for any purpose for which they are being acquired, and that the sale is not a sale of Goods by description or sample.

- 13.5 Exclusion of Consequential Loss
Except to the extent provided in this clause 13, the Seller has no liability (including liability in negligence) to the Purchaser or any person for:
- (1) any loss or damage consequential or otherwise suffered or incurred by that person in relation to the Goods and/or Services supplied by the Seller; and
 - (2) in particular without limiting clause 13.5(1) any loss or damage consequential or otherwise suffered or incurred by that person caused by or resulting directly or indirectly from any failure, defect or deficiency of any kind of or in those Goods and/or Services.
14. **Indemnity**
- 14.1 The Purchaser indemnifies the Seller, regardless of any negligence on the part of the Seller, against:
- (1) all losses incurred by the Seller;
 - (2) all liabilities incurred by the Seller; and
 - (3) all legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) and other expenses incurred by the Seller in connection with a demand, action, arbitration or other proceeding (including mediation, compromise, out of court settlement or appeal); arising directly or indirectly as a result of or in connection with the supply of Goods by the Seller to the Purchaser unless caused by wilful misconduct or gross negligence on the part of the Seller or any of its employees or agents acting within the scope of their employment.
15. **Use of Intellectual Property and Indemnity**
- 15.1 The Seller acknowledges that neither the Seller, nor anyone it is responsible for has, nor will acquire, any right (except as expressly provided in this clause 15.1), title or interest in the Purchaser's pre-existing intellectual property, including all intellectual property supplied by the Purchaser to the Seller by way of designs, instructions, plans, drawings and specifications for the Goods ("Purchaser IP"), and no contract shall transfer any title or ownership in any of the same to the Seller. The Purchaser provides the Seller, and its employees, contractors and agents, with an unlimited irrevocable licence to use the Purchaser IP for the purposes of the provision of Goods and Services by the Seller to the Purchaser pursuant to a contract.
- 15.2 The Purchaser acknowledges that neither the Purchaser nor anyone it is responsible for has, nor will acquire, any right (except as expressly provided in this clause 15.2), title or interest in the Seller's intellectual property (including published material, patents, trademarks, copyrights, manuals, drawings and other technical information (other than the Purchaser IP), any intellectual property in any Goods or Services and any other type of intellectual property whatsoever) ("Seller IP"), and no contract shall transfer any title or ownership in any of the same to the Purchaser. The Purchaser agrees that the Seller IP shall be used for the sole purposes of the Purchaser in using the Goods and may not be copied, altered, adapted or given to any third party without the written permission of the Seller.
- 15.3 The Purchaser warrants that it will take steps to ensure that any Purchaser IP supplied to the Seller (being oral or written) will, if used, not cause the Seller to infringe the patent, registered design, trademark or copyright of any person and the Purchaser shall indemnify the Seller against damages, costs and expenses in respect of which the Seller may become liable by using such Purchaser IP and including those arising from the infringement of patents, copyrights or trademarks by the Purchaser.
16. **Serial Number**
- 16.1 Where Goods carry on the label or container a serial number the Purchaser must provide all serial numbers pertaining to the Goods in all correspondence with the Seller and any claims relating to the Goods after their delivery.
17. **Conflict**
- 17.1 If there is any inconsistency between these Terms and any special condition referred to in the order, quotation or invoice issued by the Seller and forming part of the contract then such special condition shall prevail to the extent of such inconsistency.
18. **Privacy**
- 18.1 Where Goods are supplied to the Purchaser on credit the Purchaser irrevocably authorises the Seller, its employees and agents to make such enquiries as it deems necessary to investigate the creditworthiness of the Purchaser including (without limitation) making enquiries from persons nominated as trade referees, the bankers of the Purchaser or any other credit providers ("Information Sources") and the Purchaser authorises the Information Sources to disclose to the Seller all information concerning the Purchaser which is within their possession and which is requested by the Seller.
19. **Vienna Sales Convention**
- 19.1 The application of the Sale of Goods (United Nations Convention) Act 1994 is excluded.
- 19.2 The application of the United Nations Convention on Contracts for the International Sale of Goods (known as the Vienna Sales Convention 1980) is excluded.
20. **Force Majeure**
- 20.1 If the Seller is prevented from or delayed in complying with an obligation (other than to pay money) by an event beyond its reasonable control, performance by it of that obligation is suspended during the time, but only to the extent that, compliance is prevented or delayed.
21. **Severability**
- 21.1 If anything in these Terms is unenforceable, illegal or void then it is severed and the rest of these Terms remain in force.
- 21.2 If anything in these Terms is unenforceable, illegal or void in one jurisdiction but not in another jurisdiction, it is severed only in respect of the operation of these Terms in the jurisdiction where it is unenforceable, illegal or void.
22. **Waiver**
- 22.1 The Seller's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- 22.2 The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right.
- 22.3 A waiver is not effective unless it is in writing and details the instance to which it relates and for the specific purpose for which it is given.
- 22.4 Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.
23. **Dispute resolution**
- 23.1 If a dispute arises in connection with these Terms, a party to the dispute must give to the other party or parties to the dispute notice specifying the dispute and requiring its resolution under this clause 23 ("Notice of Dispute").
- 23.2 Representatives of each party must confer within 3 days after the Notice of Dispute is given to try to resolve the dispute.
- 23.3 If the dispute is not resolved within 7 days after the Notice of Dispute is given to the other party or parties (**First Period**), the dispute is by this clause submitted to mediation. The mediation must be conducted in Auckland, New Zealand.

- 23.4 If the parties have not agreed upon the mediator and the mediator's remuneration within 7 days after the First Period:
- (1) the mediator is the person appointed by; and
 - (2) the remuneration of the mediator is the amount or rate determined by, the President of the New Zealand Law Society ("Principal Appointor") or the Principal Appointor's nominee, acting on the request of any party to the dispute.
- 23.5 The parties must pay the mediator's remuneration in equal shares. Each party must pay its own costs of the mediation.
- 23.6 If the dispute is not resolved within 28 days after the appointment of the mediator ("Second Period"), the dispute is by this clause referred to arbitration. The arbitration must be conducted in Auckland, New Zealand, by a single arbitrator. The arbitrator shall conduct the arbitral proceedings in accordance with the Arbitration Act 1996.
- 23.7 If the parties have not agreed upon the arbitrator within 7 days after the Second Period, the arbitrator is the person appointed by the Principal Appointor or the Principal Appointor's nominee, acting on the request of any party to the dispute.
- 23.8 After accepting the appointment and during the arbitration the arbitrator may:
- (1) require the parties to lodge security or further security towards the arbitrator's fees and expenses; and
 - (2) apply any security towards those fees and expenses;
 - (3) but the arbitrator may not direct a party to the dispute to provide security for the costs of the arbitration to be incurred by any other party.
- 23.9 Despite anything in this clause 23, a party at any time may commence court proceedings in relation to any dispute or claim arising under or in connection with this Agreement where that party seeks urgent interlocutory relief.
- 23.10 This clause 23 applies even where the Agreement is otherwise void or voidable.
- 24. Notices**
- 24.1 A notice or other communication connected with these Terms ("Notice") has no legal effect unless it is in writing.
- 24.2 In addition to any other method of service provided by law, the Notice may be:
- (1) sent by prepaid post to the address of the addressee ;
 - (2) sent by email to the email address of the addressee; or
 - (3) delivered at the address of the addressee.
- 24.3 A Notice must be treated as given and received:
- (4) if sent by post, on the 5th Business Day (at the address to which it is posted) after posting;
 - (5) if sent by email, one Business Day after it has been sent and no delivery failure notification has been received by the sender; and
 - (6) if otherwise delivered before 5 p.m. on a Business Day at the place of delivery, upon delivery, and otherwise on the next Business Day at the place of delivery.
- 24.4 For the purpose of this clause 24 "Business Day" means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in the place where a Notice is being sent.
- 25. Governing Law and Jurisdiction**
- 25.1 The law of New Zealand governs the contract.
- 25.2 The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

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