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Terms of trade

1. Definitions

In these conditions unless the context otherwise requires:

- Company means Alrite Gas Ltd.
- Customer means the person, or company buying the goods from the Company.
- Products and/or services mean the products and/or services being purchased by the Buyer from the Company.
- Contract means the contract between the Company and the Customer for the purchase of the goods.
- Date of the contract means where the contract arises from a quotation given by the Company, i) the date of acceptance of the order by the Company; or ii) Where the contract arises from a quotation given by the Company, the date upon written notification of acceptance of the quotation is received by the Company.
- Contract price means the price of goods and/or services as agreed between the Customer and the Company.
- Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term. Manager is the companies appointed decision maker.
- PPSA means the Personal Property Securities Act 1999.

2. Quotation

The Customer may request a Quotation from the Company setting out the price and quantity of the Goods and/or Services to be supplied. If the Quotation is acceptable to the Customer, the Customer may place an order within an acceptable timeframe.

3. Acceptance

If any instruction is received by the Company from the Customer for the supply of products and/or services, it shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Customer, the terms and conditions are definitive and binding.

4. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the Customer after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Customer. It shall be the Customer's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Buyer, and accordingly any order made by the Buyer after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

5. Price

- 5.1. The Price shall be as indicated on invoices provided by the Company to the Customer in respect of products and/or services supplied; or
- 5.2. The Price shall be the Price of the Company's current Price at the date of delivery of any goods and/or services.
- 5.3. Time for payment for the products and/or services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due on delivery of any goods.
- 5.4. The Customer agrees that the cost Price shall be determined by the Company, and shall take into consideration "one-off" costs such as design and production.
- 5.5. The Company reserves the right to implement a surcharge for alterations to specifications of products and/or services after the order has been placed.

6. Payment, Late Payment, Default of Payment and Consequences of Default of Payment

- 6.1. The method of payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Customer and the Company.
- 6.2. Subject to any provision to the contrary in the Contract, payment (being cash unless otherwise arranged in advance and confirmed in writing by Alrite Gas Ltd or their appointee) shall be received on or before the due date or where payment arrangements have been made between the customer and the Company which shall be issued on or after completion of work.
- 6.3. Late payment shall incur interest at the rate of 20% of the outstanding amount calculated on the owing balance at the end of every month. This shall be payable on any monies outstanding under the Contract from the date payment was due, until the date payment is received by the Company, but without prejudice to the Company's other rights or remedies in respect of the Customer's default in failing to make payment on the due date. The Company reserves the right to undertake this action without prior reference or notice to the Customer. An administration fee may also be charged. Any expenses, disbursements and legal costs incurred by Alrite Gas Ltd in the enforcement of any rights contained in this contract shall be paid by the Customer, including any reasonable solicitor's fees or debt collection agency fees.

6.4. Without prejudice to any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods and/or services to the Customer and any of its other obligations under the terms and conditions. The Company will not be liable to the Customer for any loss or damage the Customer suffers because the Company exercised its rights under this clause.

6.5. In the event that:

- a. any money payable to the Company becomes overdue, or in the Company's opinion the Customer will be unable to meet its payments as they fall due; or
- b. the Buyer 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; or
- c. a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer; then without prejudice to the Company's other remedies at law
- d. the Company shall be entitled to cancel all or any part of any order of the Customer that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable.

7. PPSA

7.1. The Contract constitutes a security interest in the goods supplied by the Company to the Customer for the purposes of the PPSA as security for payment by the Customer of all amounts due under the Contract, including any future amounts.

7.2. The Customer agrees to promptly execute and deliver to the Company all assignments, transfers and other agreements and documents and do anything else which the Company may deem appropriate to perfect the Company's security interest over the Customer, or obtain the priority required by the Company or register (and renew registration) a financing statement for a security interest in favor of the Company.

7.3. To the extent that Part 9 of the PPSA applies, the Customer agrees that the provisions of sections 114(1)(a), 120, 122, 133 and 134 of the PPSA which are for the Customer's benefit, or place any obligations on the Company in the customer's favor, will not apply; and where the Company has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.

7.4. To the extent that Part 9 of the PPSA applies, without limiting anything in the previous paragraph, the customer hereby waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA, and its rights to receive a copy of a verification statement

under section 148 of the PPSA in respect of any financing statement or financing change statement registered by the Company.

- 7.5. The customer agrees to treat the security interest in the goods as a continuing and subsisting security with priority over a registered general security interest and any unsecured creditors, regardless of whether the goods and/or services have become fixtures at any time before payment has been made for them.

8. Governing laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

9. Dispute resolution

The Company will endeavour to resolve any dispute between the customer and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

10. Reservation of title

1. All risks associated with the goods and/or equipment supplied passes to the Customer at the date of supply of the goods and/or equipment. However, the Company retains full legal ownership and equitable title of any goods and/or equipment supplied to the Customer until the purchase price and all other monies owing by the Customer, under the contract have been paid in full.
2. Until the fulfilment of its obligations under the contract (as detailed by these Terms and Conditions) by the Customer; the Company reserves the right to enter upon the premises where the goods and/or equipment supplied to the Customer are located and to take possession of any such goods and/or equipment without any responsibility for the consequences to the Customer of doing so and to resell the goods and/or equipment and supply the proceeds of sale towards payment of the contract price.

11. Warranty

The Company warrants that it will repair or make good any defects in the goods, if written notice of the claim is received by the Company within seven (7) days from the date the goods were delivered. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by the Company, or if the defective goods have been modified or incorrectly stored, maintained or used. If the Company elects to repair or replace any defective goods, such work shall be undertaken at such place as the Company may reasonably specify and the customer shall be responsible at its cost and risk for shipment of the defective goods to the place specified.

12. Liability

The Company shall not be liable for any loss of any kind whatsoever suffered by the customer as a result of any breach of any of the Company's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the customer's servants, agents, contractors, buyers, visitors, tenants, trespassers or other persons. The customer shall indemnify the Company against any claim by any such person.

13. Signatures and witnesses

I _____ of _____ have read and accept the Terms of Trade as outlined in this document.

Signature: _____ Date: _____

Your signature: _____ Date: _____