

HazSubs Services Ltd

Terms of Trade and Conditions

Goods OR Services

Both parties agree to:

- Act in good faith and demonstrate honesty, integrity and accountability in their arrangement with each other
- Consult on any matters affecting this Contract or the delivery of the Goods and/or Services, as necessary
- Inform each other immediately of any actual or possible issues that could significantly affect the Goods and/or Services or the Price
- Comply with all applicable laws and regulations of New Zealand

1. Definitions

In these conditions unless the context otherwise requires:

- Company means HazSubs Services Ltd (referred to as HazSubs hereafter)
- Buyer means the person, or company buying the goods or services from the Company.
- Products and/or services mean the products and/or services being purchased by the Buyer from the Company.
- Contract means the agreement between the Company and the Buyer for the purchase of the goods or services.
- Date of the contract means where the agreement arises from a quotation given, service provided by the Company
 - a) the date of acceptance of the order by the Company; or
 - b) 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 services as agreed between the Buyer and the Company.
- Person includes a corporation, association, firm, company, partnership or individual. Quotation shall mean price on offer for a fixed term of 30 days.

2. Quotation

The Buyer may request a Quotation from the Company setting out the price and quantity of the Goods or Service to be supplied. If the Quotation is acceptable to the Buyer, the Buyer may place an order within an acceptable timeframe. Travel costs on quotes are estimates unless otherwise advised. Actual costs incurred will be invoiced.

3. Acceptance

If any instruction is received by the Company from the Buyer 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 Buyer, the terms and conditions are definitive and binding.

Deposit on Acceptance of a Quote

- Full payment is required 48 hours prior to training course commencement unless alternative arrangement has been made
- A 25% deposit may be necessary before any service is provided for certain types of jobs

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 Buyer 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 Buyer. It shall be the Buyer'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 or quotation (including GST) provided by the Company to the Buyer in respect of goods 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 or services.

5.3. Time for payment for the products and/or services will be stated on the invoice, or quotation.

5.4. The Company reserves the right to implement a surcharge for alterations to specifications of products or services after the order has been placed. The Buyer agrees that HazSubs has the right to determine the Cost Price based on the scope of work & any unforeseen expenses

6. Payment and Termination Terms

6.1. Payment can be made by cheque, direct credit, or PayPal. Preferred method is direct credit.

6.2. Payment for all goods and services must be made by the customer to the company within 7 days of invoice unless an alternative arrangement has been agreed upon with HazSubs. The Company, may at its option issue an interim invoice for work where the delivery of services is over a period exceeding one month.

6.3. Late payment shall incur interest at the rate of 1% per annum calculated on a daily basis. 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 Buyer's default in failing to make payment on the due date. These rights include recovery of debt collection fees.

6.4. The Buyer will be liable for the Company's debts collection and/or legal costs incurred for pursuing the debt if payment is not made by the Buyer by the due date.

6.5. Termination

These Terms of Trade may be terminated by notice in writing as follows:

- In the event that a Buyer needs to cancel attendance at a training course or service is cancelled less than 48 hours prior to commencement a 50% cancellation fee will apply.
- Without prejudice to any other remedies the Company may have, if at any time the Buyer is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods and Services to the Buyer and any of its other obligations under the terms and conditions. The Company will not be liable to the Buyer for any loss or damage the Buyer suffers because the Company exercised its rights under this clause.

- HazSubs reserves the right to cancel any training course at any time without reason. Where a cancellation occurs, any deposit or payment made will be full refunded.

7. Liability

- The Company shall be responsible to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. The Company currently has Insurance Cover provided by NZI.
- The Company shall not be liable for any loss suffered by the Buyer 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 employees, contractors; nor shall the Company be liable for any loss, damage or injury caused to the Buyer's contractors, visitors, or other persons. The Buyer shall indemnify the Company against any claim by any such person.

8. Reservation of Title

Ownership and title of the goods remains with The Company until the purchased price and all other monies owing by the Buyer, under the contract or any other contract to The Company, have been paid in full. HazSubs reserves the right to enter the Buyer's premises and repossess the goods at any time if payment is not received in full.

9. Governing Laws

These Terms of Trade will be governed in accordance with the current New Zealand government legislation that apply with this contract.

10. Dispute Resolution

10.1. The parties agree to use their best efforts to resolve any dispute or difference that may arise under this Contract. The following procedure will apply to disputes:

- i. Either party must notify the other if it considers a matter is in dispute
- ii. Both parties will attempt to resolve the dispute initially through direct negotiation
- iii. If either party cannot resolve the dispute within 10 business days of notification, they will refer it to both parties upper management
- iv. If upper management cannot resolve the dispute within 10 business days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
- v. Both parties will pay for their own costs incurred for mediation or alternative dispute resolution will
- vi. If there is a dispute, each party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.
- vii. Each party agrees not to start any court action in relation to a dispute until it has complied with the procedure described in the clause, unless court action is necessary to preserve a Party's rights.