

TERMS AND CONDITIONS OF SALE AND SUPPLY

1 Definitions

1.1 In these terms and conditions:

Customer means each person, firm, company or other entity that orders and/or purchases Goods from Teknique.

Order Confirmation means a written confirmation given by Teknique to the Customer confirming acceptance by Teknique of the Customer's order to purchase Goods.

Goods means all Teknique saleable items.

Price means the price of Goods specified in the Order Confirmation subject to any necessary variation to cover any additional fees, duties or charges incurred by Teknique in making delivery of the Goods to the delivery address.

Terms means these terms of sale and supply.

2 Acceptance of Terms

2.1 These Terms apply to all sales and supplies of Goods by Teknique to the Customer.

2.2 The Customer must obtain Teknique's written confirmation of all variations to these Terms.

2.3 Teknique reserves the right to amend these Terms from time to time by notice in writing to the Customer, provided that Teknique may amend any clerical errors in these Terms at any time without notification. The subsequent placing of an order by the Customer will be deemed as acceptance of the replacement Terms.

3 Customer Orders

3.1 The Customer may order Goods from Teknique by Email.

3.2 The placement of an order will be deemed to be acceptance of these Terms by the Customer.

3.3 The Customer's order will not be binding on Teknique unless, and until, Teknique issue an Order Confirmation to the Customer.

3.4 Teknique may decline to accept an order placed by the Customer without giving reasons. Teknique will not be liable to the Customer or any third party for declining any order. Teknique will make reasonable attempts to notify the Customer if an order is declined.

3.5 If the Customer disagrees with any of the information contained in the Order Confirmation, the Customer must notify Teknique within 24 hours of receipt of the Order Confirmation. Unless the Customer notifies Teknique of a disagreement with an Order Confirmation in accordance with this clause 3.5, the Order Confirmation will be deemed to be correct.

3.6 Each Order Confirmation constitutes a separate contract for the supply of the particular Goods on these Terms.

4 Price

4.1 The Customer will pay to Teknique, the Price applicable to the Goods ordered in accordance with clause 5.

4.2 Pricing of Goods are Ex-Works New Zealand unless agreed and stated in the Quote sent by Teknique to Customer.

4.3 The Price of the Goods will be specified in Teknique's Quote, [subject to any necessary variation to cover any additional fees, duties or charges (including without limitation any change in imposition of surcharges, currency regulations, alteration in duties) affecting the cost of supply, production, packaging and/or delivery of the Goods due to circumstances beyond the control of Teknique].

4.4 Unless otherwise stated, or expressly included in an Order Confirmation given by Teknique, all amounts are:

(a) in United States Dollar currency and will be paid in United States Dollar currency; and

(b) [inclusive/exclusive] of all taxes (including goods and services tax), levies and duties in connection with the supply of the Goods to the Customer, which shall be the responsibility of Teknique. Where the payment of such taxes, levies or duties is the responsibility of Teknique at law, the Price shall be increased by the amount of such taxes, levies or duties.

4.5 Teknique reserves the right to increase or decrease the Price of the Goods at any time, without prior notice.

5 Payment

5.1 The Price shall be paid to Teknique as follows:

(a) Otherwise stated in the Quote provided and agreed between Teknique and Customer, Standard Payment Terms for all ordered Goods are:

(a) 60% against PO from Customer to Teknique

(b) 40% against delivery of Goods to Customer

5.2 The Customer shall not be entitled to withhold payment or to make any deductions or set off of any kind from the Price without the prior written consent of Teknique.

5.3 If full payment of the Price of the Goods (or any part) or any other amount payable by the Customer under these Terms is not made by the Customer on the date when payment is due:

(a) Teknique reserves the right to:

- (a) withhold the Goods in its warehouse;
- (b) charge financial interests to the price agreed;
- (c) cancel the order.

5.4 Any legal or debt collection fees, costs and disbursements (including solicitor client costs) incurred by Teknique in recovering outstanding monies from the Customer will be recoverable by Teknique from the Customer.

6 Delivery

6.1 Teknique will use reasonable endeavours to have the ordered Goods dispatched and delivered to the Customer on the requested delivery date. However, any date or time requested for delivery or quoted for delivery of the Goods in an Order Confirmation is an estimate only and cannot be treated as a condition of sale or deemed to be of essence. If delivery of the Goods is delayed for any reason at all (including without limitation, the need to obtain any documents or certificates to permit export or importation of the Goods), Teknique will not be responsible or liable in any way to the Customer or to any other party for loss suffered due to that delay.

6.2 Delivery of the Goods shall be made at the place indicated in the Order Confirmation or, if no place shall be indicated in the Order Confirmation, delivery shall be made when the Goods are dispatched from Teknique's premises.

6.3 In the case of export sales (being sales of Goods outside of New Zealand), delivery shall, unless otherwise stated in the Terms, be complete when the Goods effectively land at the port of the country indicated in the Order Confirmation.

6.4 If the Customer fails or refuses or indicates to Teknique that it will fail or refuse to take or accept delivery of the Goods, then the Goods shall be deemed to have been delivered when Teknique was willing to deliver them. Without prejudice to any other rights and remedies which it may have, Teknique may charge storage, transportation or any other related costs or expenses if the Customer fails or refuses to take or accept or permit delivery or indicates to Teknique that it will fail or refuse to take or accept or permit delivery at the time or times that Teknique are able to deliver the Goods.

6.5 Teknique may deliver the Goods by instalments and cancel delivery of the Goods or any instalments of the Goods without prejudice to its rights to recover all money owed to it by the Customer for deliveries already made. If delivery is made by instalments the Customer will not be entitled to:

- (a) cancel or terminate any accepted Order Confirmation; or
- (b) any claim, loss or damage arising from a failure by Teknique to deliver any instalments on or before the estimated delivery date.

7 Claims for Discrepancy or Defective Goods and/or Product Recalls

7.1 If the Customer disputes the quality of the Goods and/or compliance of the Goods with the description and/or specifications for those Goods, the Customer must, at Teknique's request (and in its sole discretion):

(a) Contact Teknique Support and complete an RMA Form.

7.2 In the event Teknique are satisfied, in their sole discretion, that the Goods are not of sufficient quality and/or do not meet the description and/or specification for the relevant Goods, Teknique may:

- (a) Provide a Solution from the Support Desk or,
- (b) Request the goods to be sent to Teknique and a Replacement will be shipped to Customer.

7.3 All claims for loss, deterioration, adjustments for short or incorrect delivery, or non-compliance of the Goods with the description and/or specification for those Goods, are to be made by the Customer in writing within 24 months of the Goods being delivered and must be supported by such evidence as Teknique may reasonably require.

7.4 The Customer shall not be entitled to return Goods which have been altered or otherwise processed or damaged in any way after collection or delivery.

7.5 If the Customer does not comply with the above requirements, it will be deemed to have accepted the Goods and Teknique will not incur any liability whatsoever to the Customer.

8 Risk and Ownership

8.1 Possession of, and risk of any loss, damage or deterioration of or to the Goods will be borne by the Customer from the time/date of delivery of the Goods.

8.2 Ownership of the Goods will remain with Teknique until the Customer has paid for the Goods in full, without set-off, deduction or deferment because of any disputes or counterclaims or otherwise.

8.3 Until the Customer pays for the Goods in full and becomes the legal and beneficial owner of the Goods, the Customer will:

- (a) store the Goods at no cost to Teknique in such a way that they are clearly identified as belonging to Teknique;
- (b) ensure the Goods are kept in good and merchantable condition;

- (c) secure the Goods from risk, damage and theft.

9 Default

9.1 Irrespective of any other rights or remedies which Teknique may have, if:

- (a) any moneys payable to Teknique is overdue;
- (b) the Customer is in default in the performance of its obligations under these Terms; or
- (c) the Customer becomes insolvent; or is subject to the appointment of a receiver, manager, liquidator, or statutory manager; or commits an act of bankruptcy; or enters a scheme of arrangement with its creditors,

then Teknique, without prejudice to any other right it has at law or in equity, may, at its option, do one or more of the following:

- (d) collect and retrieve the goods back through a Teknique representative.

10 Liability on Claims

10.1 The Customer will indemnify Teknique against:

- (a) all claims made by third parties against Teknique regarding the on sale of the Products by the Customer; and
- (b) all costs, losses, damages and expenses which Teknique may incur arising out of or in connection with a failure of the Customer to perform its obligations under these Terms.

10.2 The total liability of Teknique to the Customer arising out of all claims for loss or damage or for any non-compliance of the Goods, will not in any circumstances exceed the total Price paid by the Customer for the Goods under the relevant Order Confirmation.

10.3 Notwithstanding anything in these Terms to the contrary, Teknique will not be liable for:

- (a) any consequential, indirect or special damage or loss of any kind; and
- (b) any loss caused by the Customer's servants, agents or any other persons whatsoever.

11 Warranties

11.1 Teknique offers a standard warranty of 24 months since delivery of products for all purchases. Extended warranty can be supplied on extra cost.

11.2 To the fullest extent permissible at law, any warranties, conditions, representations or guarantees whether implied by statute, common law or custom of the trade or otherwise, including implied warranties, guarantees or conditions of merchantability and/or fitness for particular purposes, are excluded.

12 Force Majeure

12.1 Teknique will not be responsible or liable for failure or delay in the performance of its obligations (including, but not limited to delivery of the Goods) where such failure or delay is occasioned by strike, lockout, delays in transit, failure or delay by the Customer in performing any of its obligations under this Agreement, failure or delays by suppliers, fire, acts of God, natural disaster, riot, terrorism, malicious damage, hostilities, pandemics, epidemics, national or local government lockdowns, other legislative or governmental prohibitions or restrictions, or other causes whatsoever (whether similar in nature or not to the foregoing) beyond Teknique's reasonable control. In the event of such delay continuing beyond a reasonable time, Teknique may, without prejudice to its other remedies, terminate any order including an order where Order Confirmation has been given to the Customer.

12.2 Nothing in clause 11.1 relieves the Customer of its obligation to pay any money due and owing to Teknique.

13 Consumer Guarantees Act and Fair Trading Act

13.1 Where the Customer is "in trade" within the meaning of the Fair Trading Act 1986 or the Consumer Guarantees Act 1993 (as the case may be) and the Goods are being acquired by the Customer for business purposes, Teknique and the Customer agree to contract out of the Consumer Guarantees Act 1993 and sections 9, 12A, 13 and 14 of the Fair Trading Act 1986 (**Acts**).

14 Intellectual Property

14.1 Teknique or its licensors own all intellectual property in the Goods.

14.2 The Customer will not do anything which is inconsistent with Teknique's brand(s) or which is disparaging to its reputation or goodwill and agrees that it will not assert any rights over any brand used by Teknique from time to time.

15 General

15.1 In the case of any conflict between an order submitted by the Customer or any other document evidencing or describing any Goods, Teknique's Order Confirmation and these Terms, Teknique's Order Confirmation and these Terms shall prevail.

15.2 Teknique and the Customer agree that these terms express the complete agreement between them, and that these Terms will prevail over any Customer's terms and conditions contained in any document between Teknique and the Customer unless expressly stated otherwise, and supersede all prior discussions and arrangements.

- 15.3 If any provision of these Terms is judged invalid or unenforceable in a jurisdiction it is severed for that jurisdiction and the remaining provisions of these Terms will continue to operate.
- 15.4 All of Teknique's rights will remain in full force despite any delay in enforcement. Teknique will not be deemed to have waived any condition unless that waiver is in writing and signed by a duly authorised officer of Teknique. Any waiver will apply only to the particular matter in respect of which it is given.
- 15.5 The Customer may not assign or transfer all or any of its rights or obligations (in whole or in part) under these Terms without the prior written consent of Teknique.
- 15.6 These Terms are to be governed by and construed in accordance with the laws of New Zealand and the New Zealand Courts have non-exclusive jurisdiction.