

These Terms and Conditions of Trade apply to the provision of all goods and services provided by Ashburton Powder Coating Ltd to you. By engaging the services of Ashburton Powder Coating Ltd you, the client, are agreeing to these Terms and Conditions of Trade.

1.0 DEFINITIONS

- 1.1. "Ashburton Powder Coating Ltd" and "us" shall mean Ashburton Powder Coating Ltd, its Directors and any person acting on behalf of and with the authority of Ashburton Powder Coating Ltd.
- 1.2. "Client" and "you" shall mean that client (or any person with the express or implied authority of the client to act on behalf of the client) as described on any quotation, recommendation or other form as provided by or to Ashburton Powder Coating Ltd.
- 1.3. "Formal acceptance" means the client's acceptance under clause 4 and formally accepted shall have the corresponding meaning.
- 1.4. "Goods" shall include, but not be limited to, all materials, metal items, components, parts, fabricated products, coatings, finishes, surface treatments, sandblasted items, and/or any other tangible products prepared, coated, or treated by Ashburton Powder Coating Ltd.
- 1.5. "Intellectual property" includes, but is not limited to, proprietary processes, techniques, coating formulas, colour specifications, surface preparation methods, equipment setups, custom jigs or fixtures, technical drawings, trade secrets, know-how, system information, and/or confidential information relating to the powder coating and sandblasting services provided by Ashburton Powder Coating Ltd.
- 1.6. "Services" shall include, but not be limited to, consulting on surface preparation and finishing, powder coating, sandblasting, media blasting, coating removal, corrosion protection treatments, colour matching, custom coating solutions, and related preparation or finishing work organised and undertaken by Ashburton Powder Coating Ltd.
- 1.7. "Party" shall mean either Ashburton Powder Coating Ltd. or the client, and "parties" shall have a corresponding meaning.
- 1.8. "Price" shall mean the cost of goods or services as agreed between Ashburton Powder Coating Ltd. and the client in the formal acceptance.
- 1.9. "Equipment", "Machinery" or "System" shall mean all powder coating and sandblasting machinery, spray systems, ovens, curing equipment, blasting cabinets, compressors, safety systems, jigs, fixtures, coating booths, and any related tools, along with all operating procedures, maintenance records, technical specifications, setup instructions, proprietary processes, confidential information, proposals, trade secrets, staff knowledge and experience, and client communications.

2.0 PRIVACY

- 2.1 You authorise Ashburton Powder Coating Ltd to collect, retain and use any information about you and your business for the purpose of assessing your credit worthiness, sending you invoices, reminders, providing you with information on goods and/or services offered by Ashburton Powder Coating Ltd, recovering money owed by you or enforcing any rights under this contract.
- 2.2 You authorise Ashburton Powder Coating Ltd to disclose any information obtained by us to any other person, agent or other entity for the purposes set out in clause 2.1.
- 2.3 When the client(s) is/are a natural person(s) the authorities under clauses 2.1 and 2.2 are authorities or consents for the purposes of the Privacy Act 1993.

3.0 QUOTATIONS

- 3.1 Where a quotation of goods and/or services is given from Ashburton Powder Coating Ltd to you the quotation shall be valid for a maximum of 7 days from the date of issue, shall be exclusive of GST unless specifically stated otherwise and shall be quoted in New Zealand Dollars.

4.0 ACCEPTANCE

- 4.1 A formal acceptance is required by you before any work shall commence on the goods and/or services. Formal acceptance shall then be deemed to be part of these Terms and Conditions of Trade, subject to clause 12.1 (Risk) and clause 6.2 (Price).
- 4.2 Formal acceptance shall include your agreement to these Terms and Conditions of Trade, the Price, the goods and/or services to be provided by Ashburton Powder Coating Ltd and the estimated timeframe for completion of the goods and/or services by Ashburton Powder Coating Ltd.
- 4.3 Formal acceptance may be communicated to us by signing the proposal sent to you, or via email communication.

5.0 CLIENT APPROVAL OF WORK COMPLETED

- 5.1 Ashburton Powder Coating Ltd may, at your request or at its discretion, provide samples, test panels, or demonstration finishes for your approval prior to proceeding with the full powder coating or sandblasting work.
- 5.2 Additional charges may apply if further samples, test panels, or demonstrations are required as a result of alterations or changes requested by you.
- 5.3 Ashburton Powder Coating Ltd is not responsible for any issues, defects, or variations in goods and/or services that were present in the approved sample, test panel, or demonstration finish and not identified or corrected by you prior to commencement of full production.

6.0 PRICE

- 6.1 The Price may be increased by the amount of any reasonable increase in the cost of goods and/or services (including but not limited to materials, coatings, blasting media, consumables, freight, and labour) that is beyond the control of Ashburton Powder Coating Ltd between the date of formal acceptance and the provision of goods and/or services.
- 6.2 Where a quote has been provided, the cost is simply an estimate. Unless expressly stated otherwise, the final cost will be based on the actual time, labour, and materials realistically expended by Ashburton Powder Coating Ltd to provide the service.
- 6.3 If the Price is reasonably required to increase, a new formal acceptance will be required by the client before work proceeds.

7.0 PAYMENT

- 7.1 Payment for goods and/or services shall be made in full on or before the due date stipulated on the tax invoice supplied by Ashburton Powder Coating Ltd to the client.
- 7.2 Interest will be charged on any amount owing after the due date at the rate of 15% per annum until payment is received by Ashburton Powder Coating Ltd.
- 7.3 Any packaging, crating, or protective wrapping for finished goods will incur a cost and will be payable by you.
- 7.4 Ashburton Powder Coating Ltd reserves the right to cease work on a partially completed job until overdue invoiced amounts have been paid.
- 7.5 Any expenses, disbursements, and legal costs incurred by Ashburton Powder Coating Ltd in the enforcement of any rights contained in this contract shall be paid by you, including any reasonable solicitor's fees or debt collection agency fees.
- 7.6 Ashburton Powder Coating Ltd reserves the right to withdraw all services and refuse to supply goods to a client that is overdue with their account.
- 7.7 You are not entitled to withhold payment or make any deductions from the Price without Ashburton Powder Coating Ltd's prior consent.
- 7.8 Ashburton Powder Coating Ltd reserves the right to require you to pay for all or part of goods and/or services prior to their supply.

8.0 ASHBURTON POWDER COATING LTD'S RESPONSIBILITIES TO YOU

8.1 At your request, Ashburton Powder Coating Ltd will inform you of the processes and timeframe required in order to provide you with your requested goods and services.

8.2 At your request, Ashburton Powder Coating Ltd will keep you informed about the progress of your work.

8.3 Ashburton Powder Coating Ltd will endeavour to give you accurate cost and delivery estimates, but any such estimates are subject to the terms of these Terms and Conditions of Trade.

9.0 CLIENT RESPONSIBILITY TO ASHBURTON POWDER COATING LTD

9.1 The client must provide Ashburton Powder Coating Ltd with formal acceptance before work will commence on the goods and/or services.

9.2 You warrant that any items, materials, or instructions supplied to Ashburton Powder Coating Ltd do not infringe upon the intellectual property rights of a third party, and you agree to ensure that all supplied items meet legal safety and compliance requirements. You further indemnify Ashburton Powder Coating Ltd against any claim that may result from the inclusion or processing of such items.

9.3 You shall supply Ashburton Powder Coating Ltd with any aids, technical specifications, colour samples, or instructions requested by Ashburton Powder Coating Ltd to complete the goods and/or services within a timeframe agreed between you and Ashburton Powder Coating Ltd.

9.4 If you fail to provide the necessary items or instructions to advance the production of goods and/or services within the agreed timeframe under clause 9.3, Ashburton Powder Coating Ltd may adjust the delivery date as it sees fit, suspend work until the required information is provided, or terminate the project with notice.

10.0 INSPECTION

10.1 You shall give Ashburton Powder Coating Ltd notice of any issues with goods or services provided within 7 days of receiving the goods or services. If no notice is received within this period, you will be deemed to have accepted the goods or services.

10.2 If Ashburton Powder Coating Ltd receives a notice under clause 10.1, it will endeavour to correct any such issues within 30 days of receiving the notice.

10.3 In respect of any damage to goods and/or services, Ashburton Powder Coating Ltd's liability to you is limited to either replacing the goods and/or services or, at its discretion, repairing them if they are capable of repair.

11.0 IMAGE COSTS

11.1 Unless expressly stated, any costs associated with photography of finished goods, or sourcing/purchasing images or visual references for colour matching or coating specifications, are included in the agreed Price. Any additional costs beyond the agreed Price will be communicated to you and will be payable in addition to the agreed Price.

12.0 RISK

12.1 The time agreed for delivery of goods and/or services shall not be an essential term of any contract. Where you have expressed the importance of a delivery date, Ashburton Powder Coating Ltd will give delivery by that date a high priority and keep you informed of progress.

12.2 Risk of any loss, damage, or deterioration of or to the goods and/or services passes to you from the date of delivery, collection, or dispatch from Ashburton Powder Coating Ltd's premises.

12.3 Ashburton Powder Coating Ltd does not provide any customer login accounts or digital access systems as part of its services, and therefore no username/password clauses apply.

13.0 TITLE

13.1 If you have not paid the full Price for any goods and/or services in your possession, ownership of such goods and/or services shall remain with Ashburton Powder Coating Ltd. The goods shall be held by you as Bailee until payment is made in full. If the goods are attached, fixed, or incorporated into any property of the client, the title of the goods shall remain with Ashburton Powder Coating Ltd until all monies owing are paid. Where those goods are mixed with other property so as to be part of new goods, title to the new goods shall be deemed to be assigned to Ashburton Powder Coating Ltd as security for the full payment of all amounts owing.

13.2 You give irrevocable authority to Ashburton Powder Coating Ltd to suspend supply or recover any goods and/or services not paid for in full. Ashburton Powder Coating Ltd shall not be liable for costs, damages, expenses, or any other losses incurred by you or any third party as a result of this action.

13.3 You are granted one licence to use the goods and/or services for their intended purpose as agreed with Ashburton Powder Coating Ltd. Duplication, reproduction, or modification of any goods or services must only be done if agreed to in writing by Ashburton Powder Coating Ltd.

14.0 PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

14.1 You acknowledge that these terms and conditions create a security interest ("Security Interest") (as defined in the PPSA) in the goods supplied. This Security Interest applies to all goods supplied to you by Ashburton Powder Coating Ltd as security for all amounts payable.

14.2 You acknowledge and agree (or are deemed to) that where title in goods passes to you, these terms constitute a security agreement providing for both future advances and a security interest in favour of Ashburton Powder Coating Ltd in all your present and after-acquired property, excluding property not supplied by us.

14.3 You:

- a. Must, upon request, promptly give us all assistance and information (which you warrant is complete, accurate, and up to date) as is necessary to register a financing statement and meet all PPSA requirements to ensure the Security Interest constitutes a Perfected Security Interest, including executing any variations to these terms reasonably requested by us;
- b. Agree to us registering a financing statement to protect our security interest under these terms of trade;
- c. Must not register a financing change statement or change demand in respect of the goods;
- d. Must pay us promptly on request for the cost of registering or amending the financing statement, and the costs of enforcing or attempting to enforce this contract;
- e. Agree that Sections 114(1)(a), 133, and 134 of the PPSA will not apply to the Security Interests created by these terms, and agree to contract out of your rights referred to in sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131, and 132 of the PPSA;
- f. Waive your right to receive a verification statement under Section 148 of the PPSA.

15.0 LIABILITIES

15.1 To the extent permitted by law, Ashburton Powder Coating Ltd shall not be liable for the following:

- a. Any loss or damage of any kind whatsoever suffered or incurred by you or another person, whether such loss or damage arises directly or indirectly from goods, services, or advice provided by Ashburton Powder Coating Ltd to you; and/or
- b. Any delays or downtime in service provision caused by third parties (including freight companies, suppliers, or subcontractors) upon which Ashburton Powder Coating Ltd is reliant to provide the service to you.

15.2 Except as provided in this contract, Ashburton Powder Coating Ltd shall not be liable in contract, tort, or otherwise for any loss, damage, or injury beyond the value of the goods or services provided by Ashburton Powder Coating Ltd to the client.

16.0 CONSUMER GUARANTEES ACT

16.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the client acquires goods or services from Ashburton Powder Coating Ltd for business purposes in terms of sections 2 and 43 of that Act. In such a case, the client agrees that the Credit (Repossession) Act 1997 shall not apply.

17.0 CANCELLATION

17.1 Ashburton Powder Coating Ltd shall, without any liability and without prejudice to any other right it has in law or equity, have the right to suspend or cancel, in whole or in part, any contract for the supply of goods or services to you by giving notice to you, if any of the following circumstances occur:

- a. You fail to pay any money owing after the due date;
- b. You enter into a composition or arrangement with your creditors or (if the client is a company) do any act which would render it liable to be liquidated or have a receiver appointed over its property;
- c. You commit an act of bankruptcy as defined in section 19 of the Insolvency Act 1967;
- d. You no longer carry on business or threaten to cease carrying on business; and/or
- e. The ownership or effective control of the client is transferred, or the nature of the client's business is materially altered.

18.0 MISCELLANEOUS

18.1 Failure by Ashburton Powder Coating Ltd to enforce any of the terms and conditions contained in these Terms and Conditions of Trade shall not be deemed to be a waiver of any of the rights or obligations Ashburton Powder Coating Ltd has.

18.2 Any waiver given may only be in writing and applies only to the right specifically waived and on the occasion specified in the waiver.

18.3 The law of New Zealand shall apply to this contract except to the extent expressly negated or varied by these Terms and Conditions of Trade.

18.4 Where the terms of these Terms and Conditions of Trade are at variance with the order or instruction from the client, this contract shall prevail.

18.5 If any provision of these Terms and Conditions of Trade shall be invalid, void, illegal, or unenforceable, the validity, existence, legality, and enforceability of the remaining provisions shall not be affected, prejudiced, or impaired.

18.6 You may not assign or transfer any of your rights or obligations under or in connection with these Terms and Conditions to any other person or entity without the prior written consent of Ashburton Powder Coating Ltd.

18.7 Ashburton Powder Coating Ltd reserves the right to subcontract the performance of these Terms and Conditions of Trade to any other person or entity it deems appropriate.

18.8 Neither party shall be liable for any delay or failure to perform obligations under these Terms and Conditions of Trade where the failure is caused by an event beyond the defaulting party's reasonable control ("force majeure"). In the event of a force majeure event, the defaulting party shall be entitled to an extension of the time for the performance of the obligation(s) in question.

18.9 Any notice given by one party to the other shall be deemed to have been delivered 48 hours after posting to the recipient's registered office or last known address and immediately if sent by facsimile or email.

19.0 DISPUTE RESOLUTION

19.1 If a dispute arises between the parties concerning this agreement, no party may start proceedings relating to the dispute (unless that party seeks urgent interlocutory relief) without first complying with this section.

19.2 A party claiming that a dispute has arisen concerning this agreement must give written notice to the other party specifying the matter in dispute.

19.3 After a party has given a notice under clause 22.2, each party must nominate one person who will have authority to settle the dispute. The nominated persons must try in good faith to resolve the dispute within 10 days of their nomination.

19.4 If the dispute is not resolved under clause 22.3, then any party may at any time in the next 10 days invite the Chairperson of the NZ Chapter of Lawyers Engaged in Alternative Dispute Resolution to appoint a mediator to enable the parties to mediate and settle the dispute. All discussions in the mediation will be without prejudice and will not be referred to in any later proceedings.

19.5 If the dispute is not resolved under clause 22.4 within a further 20 days after the appointment of a mediator, any party may then require the dispute to be referred to arbitration. If this clause is invoked, the dispute will be referred to arbitration by a sole arbitrator in accordance with the Arbitration Act 1996. If the parties cannot agree on the identity of the arbitrator within 5 days from the date on which the dispute is referred to arbitration, the arbitrator will be appointed by the President of the Arbitrators' and Mediators' Institute of New Zealand Inc, upon the application of any party. The arbitration will take place in New Zealand, and the award will be final and binding on the parties.

20.0 THIRD-PARTY SERVICES AND SUPPLIERS

20.1 Third-Party Dependencies

Ashburton Powder Coating Ltd may, as part of its service delivery, engage third-party suppliers or subcontractors for certain processes, such as specialist blasting services, transport, or the supply of coatings, consumables, or equipment. While we make every effort to ensure the quality and timeliness of these services, Ashburton Powder Coating Ltd is not responsible for any delays, defects, or failures caused by these third parties. This includes, but is not limited to, supplier shortages, transport delays, equipment failure, or policy changes from those suppliers.

20.2 Compliance with Third-Party Terms

Clients acknowledge that they may be subject to the terms and conditions of any third-party suppliers or transport companies used in conjunction with their job. It is the client's responsibility to review and comply with these terms where relevant.

Ashburton Powder Coating Ltd will not be held liable for any breaches or penalties resulting from non-compliance with third-party requirements.

21.0 USE AND OWNERSHIP OF VISUAL CONTENT

Any photos, videos, or inspection reports of completed goods produced by Ashburton Powder Coating Ltd remain the property

of Ashburton Powder Coating Ltd unless otherwise agreed in writing. Such materials may be used for quality assurance, record-keeping, or promotional purposes unless you specifically request in writing that they not be used for marketing.

22.0 TERMINATION OF SERVICES

22.1 Initial Commitment Period

Where the work is part of an ongoing service agreement (e.g., regular coating contracts), the agreed minimum commitment period will apply. Early termination by the client during this period will result in the immediate cessation of work on the date notice is received, and the remaining balance for the committed period will become payable in full on the client's next invoice.

22.2 Post-Commitment Termination

Following any initial commitment period, either party may terminate this agreement with a minimum of thirty (30) days' written notice. Upon receiving notice, Ashburton Powder Coating Ltd will cease work on the agreed date—either immediately or at the conclusion of the 30-day notice period.

22.3 Client Responsibilities Upon Termination

It is the client's responsibility to collect any goods held by Ashburton Powder Coating Ltd at the conclusion of the engagement. Any uncollected goods may be subject to storage fees and/or disposal after 30 days.

22.4 No Performance Guarantees

While Ashburton Powder Coating Ltd follows strict quality processes, powder coating and sandblasting results may vary due to the condition of the substrate, prior coatings, and environmental factors. No specific performance guarantees are provided unless expressly stated in writing.

23.0 USE OF PROCESSES AND FINISHES POST-TERMINATION

23.1 Retention of Technical Data

Upon completion or termination of services, all technical specifications, colour formulations, and coating processes developed by Ashburton Powder Coating Ltd remain the intellectual property of Ashburton Powder Coating Ltd unless otherwise agreed in writing.

23.2 Restrictions on Use

Clients may not replicate, disclose, or provide to third parties any proprietary coating methods, blasting techniques, or other trade knowledge obtained during the course of services without express written permission.

23.3 Licensing and Reuse

If a client wishes to continue using specific coating specifications, colour matches, or finishing processes developed by Ashburton Powder Coating Ltd after the engagement ends, a licence for such use may be granted subject to agreed terms and fees.

23.4 Acknowledgement of Process Ownership

The preparation techniques, application methods, curing processes, and finishing approaches used by Ashburton Powder Coating Ltd are considered proprietary and confidential, even when applied to client-owned goods.

24.0 USE OF MEETING NOTES OR PROJECT DOCUMENTATION

As part of our commitment to providing an efficient and high-quality service, Ashburton Powder Coating Ltd may keep written or photographic records of discussions, inspections, and job progress. This allows us to accurately track project requirements, decisions, and quality outcomes. These records are securely stored and used solely for internal reference, project management, and service improvement.