

1. Definitions

- 1.1. **“Contract”** means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.2. **“Wrapid Man”** means Wrapid Man Limited T/A Wrapid Man, its successors and assigns or any person acting on behalf of and with the authority of Wrapid Man Limited T/A Wrapid Man.
- 1.3. **“Customer”** means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Wrapid Man to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
 - (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
 - (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
 - (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
 - (d) includes the Customer’s executors, administrators, successors and permitted assigns.
- 1.4. **“Goods”** means all Goods or Services supplied by Wrapid Man to the Customer at the Customer’s request from time to time (where the context so permits the terms ‘Goods’ or ‘Services’ shall be interchangeable for the other).
- 1.5. **“Confidential Information”** means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party’s intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, **“Personal Information”** such as: name, address, D.O.B, occupation, driver’s license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.6. **“Cookies”** means small files which are stored on a user’s computer. They are designed to hold a modest amount of data (including personal information) specific to a particular client and website, and can be accessed either by the web server or the client’s computer. **If the Customer does not wish to allow Cookies to operate in the background when using Wrapid Man’s website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to making enquiries via the website.**
- 1.7. **“Price”** means the Price payable (plus any Goods and Services Tax (“GST”) where applicable) for the Goods as agreed between Wrapid Man and the Customer in accordance with clause 6 below.

2. Acceptance

- 2.1. The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts Delivery of the Goods.
- 2.2. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3. Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4. The Customer acknowledges that the supply of Goods on credit shall not take effect until the Customer has completed a credit application with Wrapid Man and it has been approved with a credit limit established for the account.
- 2.5. In the event that the supply of Goods requested exceeds the Customer’s credit limit and/or the account exceeds the payment terms, Wrapid Man reserves the right to refuse Delivery.
- 2.6. Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

3. Errors and Omissions

- 3.1. The Customer acknowledges and accepts that Wrapid Man shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
 - (a) resulting from an inadvertent mistake made by Wrapid Man in the formation and/or administration of this Contract; and/or
 - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by Wrapid Man in respect of the Services.
- 3.2. In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of Wrapid Man; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.

4. Authorised Representatives

- 4.1. Unless otherwise limited as per clause 4.2 the Customer agrees that should the Customer introduce any third party to Wrapid Man as the Customer’s duly authorised representative, that once introduced that person shall have the full authority of the Customer to order any Services or Goods on the Customer’s behalf and/or to request any variation to the Services on the Customer’s behalf (such authority to continue until all requested Services have been completed or the Customer otherwise notifies Wrapid Man in writing that said person is no longer the Customer’s duly authorised representative).
- 4.2. In the event that the Customer’s duly authorised representative as per clause 4.1 is to have only limited authority to act on the Customer’s behalf then the Customer must specifically and clearly advise Wrapid Man in writing of the parameters of the limited authority granted to their representative.
- 4.3. The Customer specifically acknowledges and accepts that they will be solely liable to Wrapid Man for all additional costs incurred by Wrapid Man (including Wrapid Mans’ profit margin) in providing any Goods, Services, or variation/s requested by the Customer’s duly authorised representative (subject always to the limitations imposed under clause 4.2 (if any)).

5. Change in Control

- 5.1. The Customer shall give Wrapid Man not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer’s details (including but not limited to, changes in the Customer’s name, address and contact phone or fax number/s, change of trustees or business practice). The Customer shall be liable for any loss incurred by Wrapid Man as a result of the Customer’s failure to comply with this clause.

6. Price and Payment

- 6.1. At Wrapid Man’s sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by Wrapid Man to the Customer; or

Wrapid Man Limited T/A Wrapid Man – Terms & Conditions of Trade

- (b) the Price as at the date of Delivery of the Goods according to Wrapid Man's current price list; or
(c) Wrapid Man's quoted price (subject to clause 6.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 6.2. Wrapid Man reserves the right to change the Price:
- (a) if a variation to the Goods which are to be supplied is requested or required (such as plain unbranded wrap due to local regulations); or
 - (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
 - (c) if during the course of the Services, the Goods are not or cease to be available from Wrapid Mans' third party suppliers, then Wrapid Man reserves the right to provide alternative Goods; or
 - (d) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, prerequisite work by any third party not being completed etc.) which are only discovered on commencement of the Services; or
 - (e) in the event of increases to Wrapid Man in the cost of labour or materials (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to Wrapid Man in the cost of taxes, levies, freight and insurance charges, or delays in shipment etc.) which are beyond Wrapid Mans' control.
- 6.3. Variations will be charged for on the basis of Wrapid Mans' quotation, and will be detailed in writing, and shown as variations on Wrapid Mans' invoice. The Customer shall be required to respond to any variation submitted by Wrapid Man within ten (10) working days. Failure to do so will entitle Wrapid Man to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 6.4. At Wrapid Man's sole discretion a non-refundable deposit may be required.
- 6.5. Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by Wrapid Man, which may be:
- (a) on Delivery of the Goods;
 - (b) by way of instalments/progress payments in accordance with Wrapid Man's payment schedule;
 - (c) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
 - (d) the date specified on any invoice or other form as being the date for payment; or
 - (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by Wrapid Man.
- 6.6. Payment may be made by electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and Wrapid Man.
- 6.7. Wrapid Man may in its discretion allocate any payment received from the Customer towards any invoice that Wrapid Man determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Wrapid Man may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Wrapid Man, payment will be deemed to be allocated in such manner as preserves the maximum value of Wrapid Man's Purchase Money Security Interest (as defined in the PPSA) in the Goods.
- 6.8. The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Wrapid Man nor to withhold payment of any invoice because part of that invoice is in dispute, unless the request for payment by Wrapid Man is a claim made under the Construction Contracts Act 2002.
- 6.9. Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Wrapid Man an amount equal to any GST Wrapid Man must pay for any supply by Wrapid Man under this or any other contract for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 7. Delivery of Goods**
- 7.1. Subject to clause 7.2 it is Wrapid Man's responsibility to ensure that the Services start as soon as it is reasonably possible.
- 7.2. The Services' commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Wrapid Man claims an extension of time (by giving the Customer written notice) where completion is delayed by an event beyond Wrapid Man's control, including but not limited to any failure by the Customer to:
- (a) make a selection; or
 - (b) have the site ready for the Services; or
 - (c) notify Wrapid Man that the site is ready,
- 7.3. Delivery ("**Delivery**") of the Goods is taken to occur at the time that Wrapid Man (or Wrapid Man's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
- 7.4. At Wrapid Man's sole discretion the cost of Delivery is either included in the Price or is in addition to the Price.
- 7.5. Wrapid Man may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 7.6. Any time specified by Wrapid Man for Delivery of the Goods is an estimate only and Wrapid Man will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. However both parties agree that they shall make every endeavour to enable the Goods to be delivered at the time and place as was arranged between both parties. In the event that Wrapid Man is unable to supply the Goods as agreed solely due to any action or inaction of the Customer, then Wrapid Man shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 8. Dimensions, Plans and Specifications**
- 8.1. Wrapid Man shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer.
- 8.2. If the giving of an estimate or quotation for the supply of Goods involves Wrapid Man estimating measurements and quantities, it shall be the responsibility of the Customer to verify the accuracy of Wrapid Mans' estimated measurements and quantities, before the Customer places an order based on such estimate or accepts such quotation.

Wrapid Man Limited T/A Wrapid Man – Terms & Conditions of Trade

- 8.3. Should the Customer require any changes to Wrapid Mans' estimated measurements and quantities, the Customer shall request such changes in writing, in the case of an estimate before placing an order based on that estimate and in the case of a quotation before acceptance of that quotation.
- 8.4. The Customer acknowledges that:
- (a) all descriptive specifications, illustrations, drawings, data, dimensions, ratings and weights stated in Wrapid Mans' or manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, unless expressly stated as such in writing by Wrapid Man;
 - (b) while Wrapid Man may have provided information or figures to the Customer regarding the performance of the Goods, the Customer acknowledges that Wrapid Man has given these in good faith, and are estimates based on industry prescribed estimates.
- 8.5. The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use.

9. Risk

- 9.1. Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- 9.2. If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Wrapid Man is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Wrapid Man is sufficient evidence of Wrapid Man's rights to receive the insurance proceeds without the need for any person dealing with Wrapid Man to make further enquiries.
- 9.3. If the Customer requests Wrapid Man to leave Goods outside Wrapid Man's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.
- 9.4. Where Wrapid Man gives any advice, recommendation, information, assistance or service provided by Wrapid Man in relation to Goods or Services supplied is given in good faith to the Customer, or the Customer's agent and is based on Wrapid Mans' own knowledge and experience and shall be accepted without liability on the part of Wrapid Man. Where such advice or recommendations are not acted upon then Wrapid Man shall require the Customer or their agent to authorise commencement of the Services in writing. Wrapid Man shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.
- 9.5. The Customer acknowledges that the installation conditions that Wrapid Man can install in the wind is less than eighteen kilometres per hour (18km/hr) on top of the structure and no rain conditions during opening and securing the Goods as the rain / moisture cools down the fusing process to weld the two shrink-wrap pieces together.
- 9.6. Wrapid Man is unable to guarantee that the Goods can withstand:
- (a) wind and wind gusts greater than sixty kilometres per hour (60 km/hr);
 - (b) any adverse weather that the New Zealand Weather Bureau or other similar service deems severe; and
 - (c) cyclones, tornados or other irregular weather condition.
- 9.7. Wrapid Man shall not be liable for any defect, deterioration and/or damage to the Goods:
- (a) if the Customer does not follow Wrapid Mans' recommendations; and
 - (b) should the Customer observe any water ingress or damage to the integrity of the Goods and fails to inform Wrapid Man immediately; and
 - (c) where Goods are stored off site for extended periods of time as a result of any action/inaction by the Customer; and
 - (d) resulting from incorrect use and/or installation of the Goods by the Customer or any other third party; and
 - (e) where there are any modifications of any parts of the Goods carried out by any person or persons not contracted or employed by Wrapid Man; and
 - (f) if any damage is the result of vandalism, negligence or interference by third party contractor's.
- 9.8. Should the Customer or Customer's representative request the removal of the Goods, and subsequently requires re-installation of the same, this will be charged as a variation in accordance with clause 6.2

10. Customer's Responsibilities

- 10.1. The Customer shall:
- (a) provide and have erected scaffolding to enable the Services to be undertaken (where in Wrapid Mans' opinion it is deemed necessary). It is also agreed that all scaffolding erected will comply with industry safety standards and that any person erecting the scaffolding shall be suitably qualified to ensure its safe and proper erection and where necessary shall hold a current certificate of competency and/or be fully licensed; and
 - (b) use the Goods safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by Wrapid Man or posted on the Goods; and
 - (c) ensure that all persons erecting the Goods are suitably instructed in its safe and proper use and where necessary hold a current Certificate of Competency and/or are fully licensed to operate the Goods; and
 - (d) comply with all WorkSafe guidelines relating to the Goods and its operation.
- 10.2. Where the Customer has provided scaffolding:
- (a) the Customer shall provide access for Wrapid Mans' employees or contractors to any roof area as and to provide any work platforms as requested by Wrapid Man.
 - (b) all scaffold or roof structures are to support the installed Goods at no less than twelve (12) degree pitch and roof spans of more than fifteen metres (15m).
 - (c) the scaffolding with purlins are to be spaced greater than one and a half metres (1.5m).
 - (d) the Customer accepts all liability of the scaffolding structure and to indemnify Wrapid Man against any claims, including, but not limited to, damage to the scaffold or to third-party property.
 - (e) Wrapid Man reserves the right to request changes to the scaffolding structure before the installation of the Goods at the expense of the Customer.
 - (f) the Customer accepts the scaffold erected shall support the wind loading once the Goods are installed.
 - (g) Wrapid Man will not be responsible for any damage to roof areas, including, but not limited to, broken tiles and damage to roofing iron.
- 10.3. The Customer acknowledges and accepts that:

Wrapid Man Limited T/A Wrapid Man – Terms & Conditions of Trade

- (a) where wrap is deemed unsuitable for recycling, it shall be the responsibility of the Customer for the clean-up of the site. Where Wrapid Man is requested to remove any rubbish, this shall be charged for as a variation in accordance with clause 6.2; and
 - (b) the removal of wrap shall be carried out on one site visit. Where Wrapid Man is requested to remove wrap on multiple site visits, this shall be charged for as extras.
- 10.4. Where Wrapid Man has provided the scaffolding, it shall be the responsibility of the Customer to protect the scaffold from vandalism or theft. The Customer agrees to replace any damaged or missing scaffold.
- 11. Access**
- 11.1. The Customer shall ensure that Wrapid Man has clear and free access to the site at all times to enable them to undertake the Services. Wrapid Man shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved areas, gardens or lawns) unless due to the negligence of Wrapid Man.
- 12. Compliance with Laws**
- 12.1. The Customer and Wrapid Man shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including any WorkSafe guidelines regarding health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
- 12.2. Notwithstanding clause 12.1 and pursuant to the Health & Safety at Work Act 2015 (the “HSW Act”) Wrapid Man agrees at all times comply with sections 29 and 34 of the “HSW Act” with meeting their obligations for health and safety laws in the workplace regardless of whether they may be the party in control of the site or if in the event that they may be acting as a subcontractor for the Customer’s where the Customer has engaged a third party head contractor.
- 12.3. The Customer shall obtain (at the expense of the Customer) all licenses, approvals, applications and permits that may be required for the Services.
- 13. Title**
- 13.1. Wrapid Man and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid Wrapid Man all amounts owing to Wrapid Man; and
 - (b) the Customer has met all of its other obligations to Wrapid Man.
- 13.2. Receipt by Wrapid Man of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 13.3. It is further agreed that until ownership of the Goods passes to the Customer in accordance with clause 13.1:
- (a) the Customer is only a bailee of the Goods and must return the Goods to Wrapid Man on request;
 - (b) the Customer holds the benefit of the Customer’s insurance of the Goods on trust for Wrapid Man and must pay to Wrapid Man the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
 - (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for Wrapid Man and must pay or deliver the proceeds to Wrapid Man on demand;
 - (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of Wrapid Man and must sell, dispose of or return the resulting product to Wrapid Man as it so directs;
 - (e) the Customer irrevocably authorises Wrapid Man to enter any premises where Wrapid Man believes the Goods are kept and recover possession of the Goods;
 - (f) Wrapid Man may recover possession of any Goods in transit whether or not Delivery has occurred;
 - (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Wrapid Man; and
 - (h) Wrapid Man may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.
- 14. Personal Property Securities Act 1999 (“PPSA”)**
- 14.1. Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - (b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to Wrapid Man for Services – that have previously been supplied and that will be supplied in the future by Wrapid Man to the Customer.
- 14.2. The Customer undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Wrapid Man may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, Wrapid Man for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
 - (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of Wrapid Man; and
 - (d) immediately advise Wrapid Man of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 14.3. Wrapid Man and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 14.4. The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.
- 14.5. Unless otherwise agreed to in writing by Wrapid Man, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 14.6. The Customer shall unconditionally ratify any actions taken by Wrapid Man under clauses 14.1 to 14.5.

Wrapid Man Limited T/A Wrapid Man – Terms & Conditions of Trade

14.7. Subject to any express provisions to the contrary (including those contained in this clause 14), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

15. Security and Charge

- 15.1. In consideration of Wrapid Man agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 15.2. The Customer indemnifies Wrapid Man from and against all Wrapid Man's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Wrapid Man's rights under this clause.
- 15.3. The Customer irrevocably appoints Wrapid Man and each director of Wrapid Man as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the Customer's behalf.

16. Defects

- 16.1. The Customer shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify Wrapid Man of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Wrapid Man an opportunity to inspect the Goods within a reasonable time following Delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Wrapid Man has agreed in writing that the Customer is entitled to reject, Wrapid Man's liability is limited to either (at Wrapid Man's discretion) replacing the Goods or repairing the Goods.
- 16.2. Goods will not be accepted for return other than in accordance with 16.1 above, and provided that:
- (a) Wrapid Man has agreed in writing to accept the return of the Goods; and
 - (b) the Goods are returned at the Customer's cost within seven (7) days of the Delivery date; and
 - (c) Wrapid Man will not be liable for Goods which have not been stored or used in a proper manner; and
 - (d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 16.3. Wrapid Man will not accept the return of Goods for credit.

17. Warranty

- 17.1. For Goods not manufactured by Wrapid Man, the warranty shall be the current warranty provided by the manufacturer of the Goods. Wrapid Man shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

18. Consumer Guarantees Act 1993

- 18.1. If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 ("CGA") do not apply to the supply of Goods by Wrapid Man to the Customer.

19. Intellectual Property

- 19.1. Where Wrapid Man has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Wrapid Man. Under no circumstances may such designs, drawings and documents be used without the express written approval of Wrapid Man.
- 19.2. The Customer warrants that all designs, specifications or instructions given to Wrapid Man will not cause Wrapid Man to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Wrapid Man against any action taken by a third party against Wrapid Man in respect of any such infringement.
- 19.3. The Customer agrees that Wrapid Man may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Wrapid Man has created for the Customer.

20. Default and Consequences of Default

- 20.1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Wrapid Man's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 20.2. If the Customer owes Wrapid Man any money the Customer shall indemnify Wrapid Man from and against all costs and disbursements incurred by Wrapid Man in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Wrapid Man's collection agency costs, and bank dishonour fees).
- 20.3. Further to any other rights or remedies Wrapid Man may have under this Contract, if a Customer has made payment to Wrapid Man, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Wrapid Man under this clause 20 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
- 20.4. Without prejudice to Wrapid Man's other remedies at law Wrapid Man shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Wrapid Man shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Wrapid Man becomes overdue, or in Wrapid Man's opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer has exceeded any applicable credit limit provided by Wrapid Man;
 - (c) the Customer 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
 - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

21. Cancellation

Wrapid Man Limited T/A Wrapid Man – Terms & Conditions of Trade

- 21.1. Without prejudice to any other remedies Wrapid Man may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Wrapid Man may suspend or terminate the supply of Goods to the Customer. Wrapid Man will not be liable to the Customer for any loss or damage the Customer suffers because Wrapid Man has exercised its rights under this clause.
- 21.2. Wrapid Man may cancel any contract to which these terms and conditions apply or cancel Delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Wrapid Man shall repay to the Customer any money paid by the Customer for the Goods. Wrapid Man shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 21.3. In the event that the Customer cancels Delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by Wrapid Man as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 21.4. Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

22. Privacy Policy

- 22.1. All emails, documents, images or other recorded information held or used by Wrapid Man is Personal Information as defined and referred to in clause 22.3 and therefore considered confidential. Wrapid Man acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 ("the Act") including Part II of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant in a European Economic Area "EEA" under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Wrapid Man acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by Wrapid Man that may result in serious harm to the Customer, Wrapid Man will notify the Customer in accordance with the Act and/or the GDPR. Any release of such personal information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
- 22.2. Notwithstanding clause 22.1, privacy limitations will extend to Wrapid Man in respect of Cookies where the Customer utilises Wrapid Man's website to make enquiries. Wrapid Man agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Wrapid Man when Wrapid Man sends an email to the Customer, so Wrapid Man may collect and review that information ("collectively Personal Information")
- If the Customer consents to Wrapid Man's use of Cookies on Wrapid Man's website and later wishes to withdraw that consent, the Customer may manage and control Wrapid Man's privacy controls via the Customer's web browser, including removing Cookies by deleting them from the browser history when exiting the site.
- 22.3. The Customer authorises Wrapid Man or Wrapid Man's agent to:
- (a) access, collect, retain and use any information about the Customer;
 - (i) (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Customer.
 - (b) disclose information about the Customer, whether collected by Wrapid Man from the Customer directly or obtained by Wrapid Man from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 22.4. Where the Customer is an individual the authorities under clause 22.3 are authorities or consents for the purposes of the Privacy Act 1993.
- 22.5. The Customer shall have the right to request (by e-mail) from Wrapid Man, a copy of the Personal Information about the Customer retained by Wrapid Man and the right to request that Wrapid Man correct any incorrect Personal Information.
- 22.6. Wrapid Man will destroy Personal Information upon the Customer's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.
- 22.7. The Customer can make a privacy complaint by contacting Wrapid Man via e-mail. Wrapid Man will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Customer is not satisfied with the resolution provided, the Customer can make a complaint to the Information Commissioner at <http://www.privacy.org.nz/comply/comptop.html>.

23. Service of Notices

- 23.1. Any written notice given under this Contract shall be deemed to have been given and received:
- (a) by handing the notice to the other party, in person;
 - (b) by leaving it at the address of the other party as stated in this Contract;
 - (c) by sending it by registered post to the address of the other party as stated in this Contract;
 - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
 - (e) if sent by email to the other party's last known email address.
- 23.2. Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.

24. Trusts

- 24.1. If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not Wrapid Man may have notice of the Trust, the Customer covenants with Wrapid Man as follows:
- (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;

Wrapid Man Limited T/A Wrapid Man – Terms & Conditions of Trade

- (b) the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity;
- (c) the Customer will not without consent in writing of Wrapid Man (Wrapid Man will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events:
 - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
 - (ii) any alteration to or variation of the terms of the Trust;
 - (iii) any advancement or distribution of capital of the Trust; or
 - (iv) any resettlement of the trust property.

25. Suspension of Services

- 25.1. Where the Contract is subject to section 24A of the Construction Contracts Amendment Act 2015, the Customer hereby expressly acknowledges that:
- (a) Wrapid Man has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Customer, and:
 - (i) the payment is not paid in full by the due date for payment in accordance with clause 6 and/or any subsequent amendments or new legislation and no payment schedule has been given by the Customer; or
 - (ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or
 - (iii) the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to Wrapid Man by a particular date; and
 - (iv) Wrapid Man has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction Contract.
 - (b) if Wrapid Man suspends work, it:
 - (i) is not in breach of Contract; and
 - (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and
 - (iii) is entitled to an extension of time to complete the Contract; and
 - (iv) keeps its rights under the Contract including the right to terminate the Contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with.
 - (c) if Wrapid Man exercises the right to suspend work, the exercise of that right does not:
 - (i) affect any rights that would otherwise have been available to Wrapid Man under the Contract and Commercial Law Act 2017; or
 - (ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of Wrapid Man suspending work under this provision;
 - (d) due to any act or omission by the Customer, the Customer effectively precludes Wrapid Man from continuing the Services or performing or complying with Wrapid Man's obligations under this Contract, then without prejudice to Wrapid Man's other rights and remedies, Wrapid Man may suspend the Services immediately after serving on the Customer a written notice specifying the payment default or the act, omission or default upon which the suspension of the Services is based. All costs and expenses incurred by Wrapid Man as a result of such suspension and recommencement shall be payable by the Customer as if they were a variation.
- 25.2. If pursuant to any right conferred by this Contract, Wrapid Man suspends the Services and the default that led to that suspension continues un-remedied subject to clause 21.1 for at least ten (10) working days, Wrapid Man shall be entitled to terminate the Contract, in accordance with clause 21.

26. Dispute Resolution

- 26.1. Any dispute or difference arising as to the interpretation of these terms and conditions or as to any matter arising hereunder, shall be submitted to, and settled by, either adjudication in accordance with the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s).

27. General

- 27.1. The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 27.2. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 27.3. Except to the extent permitted by law "CGA", Wrapid Man shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Wrapid Man of these terms and conditions (alternatively Wrapid Man's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
- 27.4. Wrapid Man may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.
- 27.5. The Customer cannot licence or assign without the written approval of Wrapid Man.
- 27.6. Wrapid Man may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of Wrapid Man's sub-contractors without the authority of Wrapid Man.
- 27.7. The Customer agrees that Wrapid Man may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for Wrapid Man to provide Goods to the Customer.

Wrapid Man Limited T/A Wrapid Man – Terms & Conditions of Trade

- 27.8. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 27.9. Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.