

1. Definitions

- 1.1 "Company" means Champion Distribution Ltd, who is the provider of the Services and its successors, assigns, agents, employees or any person acting on behalf of and with the authority of Champion Distribution Ltd.
- 1.2 "Customer" means the person/s who purchases, or agrees to purchase, the Services from the Company, as specified in any invoice, document or order, and:
- (a) if there is more than one person requesting the Services is a reference to each person jointly and severally; and
 - (b) includes any person acting on behalf of or with the authority of the Customer.
- 1.3 "Subcontractor" includes any person who, pursuant to a contract or arrangement with any other person (whether or not the Company), provides or agrees to provide the Services, or any part of the Services.
- 1.4 "Services" means all Services or any rights, benefits, privileges, or facilities that are provided or are to be provided, granted, or conferred by the Company to the Customer at the Customer's request from time to time, including:
- (a) the provision of parts and all charges such as insurance charges and or any fee or charge associated with the provision of the Services by the Company to the Customer;
 - (b) anything done or to be done in relation to the Goods, or the provision of Services ancillary to the Goods, such as moving, storing or leaving the Goods at any warehouse, yard, terminal, wharf or other place or area, loading or unloading the Goods from any vehicle, vessel or other conveyance, stowing or packing the Goods, or fumigating, transshipping, inventory control, or otherwise handling the Goods;
 - (c) anything else done in relation thereto including the offering of any advice or recommendations.
- 1.5 "Goods" shall mean Customer's goods or cargo, together with any container, packaging, or pallet(s), to be moved from one address to another by way of the Services, and/or for storage by the Company.
- 1.6 "Dangerous Goods" includes goods which are or may become of a dangerous, inflammable, radio-active or damaging nature and goods likely to harbour or encourage vermin or other pests.
- 1.7 "Price" means the price payable for the Services as agreed between the Company and the Customer pursuant to clause 4 of this contract.
- 1.8 "GST" goods and services tax pursuant to the Goods and Services Tax Act 1985, or any similar or replacement legislation.

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, Services provided by the Company.
- 2.2 These terms and conditions may only be amended with the Company's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Company.
- 2.3 The Customer acknowledges that all Goods are carried or transported, and all storage and other services are performed by the Company, subject only to these terms and conditions, and the Company reserves the right to refuse the provision of Services to any person, corporation or body, and the carriage, transport, storage and handling of any class of Goods at its sole discretion.
- 2.4 The Customer warrants that it is either the owner, or the authorised agent of the person, or persons, owning or having any interest in the Goods, or any part of the Goods, and enters into this contract on its own behalf, or as authorised agent of that person, or those persons. The Customer shall indemnify the Company in respect of any liability whatsoever, and howsoever arising (including negligence, or breach of contract, or wilful act or default of the Company, or others), in connection with the Goods and/ or the provision of the Services to any person (other than the Customer) who claims any interest in the Goods, or any part of the Goods.
- 2.5 The Customer warrants that it has complied with all laws and regulations relating to the nature, condition, packaging, handling, storage and carriage of the Goods, and that the Goods are packed to withstand the ordinary risks of handling, storage and carriage, having regard to their nature, and indemnifies the Company for all liability and for all costs incurred as a result of or arising out of a breach of this warranty. The Customer shall provide to the Company all assistance, information and documentation that may be necessary to enable the Company to comply with such laws and regulations.

3. Change in Control

- 3.1 The Customer shall give the Company 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, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by the Company as a result of the Customer's failure to comply with this clause.

4. Price and Payment

- 4.1 At the Company's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by the Company to the Customer; or
 - (b) unless stated in writing, or agreed to orally, the Price as at the date of provision of the Services according to the Company's current rates schedule; or
 - (c) the Company's quoted price (subject to clause 4.2) which will be valid for a period of thirty (30) days from the date of issue, unless accepted by the Customer, or withdrawn or extended by the Company, prior to the expiry date.
- 4.2 Where the Services are subject to the Company's quotation:
- (a) and the Customer requires services in addition to those listed on such quotation, the Customer shall notify the Company in writing of such additional requirements and shall pay the additional costs of such requirements and any other necessary alterations;
 - (b) the Company may, by giving notice to the Customer, increase the Price to reflect any increase in the cost to the Company beyond the reasonable control thereof (including, without limitation, foreign exchange fluctuations, or increases in taxes, customs duties, insurance premiums, or warehousing costs).
- 4.3 At the Company's sole discretion, a non-refundable deposit may be required.
- 4.4 Time for payment for the Services being of the essence, the Price will be payable by the Customer on the date/s determined by the Company, which may be:
- (a) on, or before, delivery of the Goods; or
 - (b) by way of instalments/progress payments in accordance with the Company's payment schedule;

- (c) twenty (20) days following the end of the month in which any invoice/s and/or statement is furnished to the Customer by the Company; or
- (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/s furnished to the Customer by the Company.

- 4.5 The Company may charge by weight, measurement or value and may at any time reweigh, re-measure or revalue or require the Goods to be reweighed, re-measured or revalued and charge proportional additional charges accordingly. The Customer shall remain responsible to the Company for all its proper charges, whether or not the Goods are delivered, and/or the Services are provided, as instructed, and whether or not they are damaged.
- 4.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking or by any other method as agreed to between the Customer and the Company.
- 4.7 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Company an amount equal to any GST the Company must pay for any provision of Services by the Company under this, or any other, contract for providing the Company's Services. 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.
- 4.8 All customs and/or excise duties, costs, fines or penalties which the Company becomes liable to pay for any reason whatsoever in respect of the Goods, and any documentation relating to the Goods, pursuant to any applicable laws or regulations (whether or not resulting from, or arising out of, the negligence of the Company) shall be paid by the Customer.
- 4.9 Receipt by the Company 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, and until then the Company's ownership or rights in respect of the Services (including any pallets, containers or cartons utilised in the provision of the Services as per clause 9), and this contract, shall continue.

5. Provision of the Services

- 5.1 Any time specified by the Company for provision of the Services is an estimate only, and:
 - (a) shall not be an essential term of this contract, unless the contrary is indicated in writing; and
 - (b) the Company will not be liable for any loss or damage incurred by the Customer as a result of any delay; however
 - (c) both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that the Company is unable to provide the Services as agreed solely due to any action or inaction of the Customer (including where the Customer refuses to take or accept the Goods) then:
 - (i) the Services shall be deemed to be provided when the Company was willing to deliver the Goods; and/or
 - (ii) the Company shall be entitled to charge a reasonable fee for re-providing the Services at a later time and date, and/or reasonable charges for the storage of any Goods.
- 5.2 The Customer authorises any deviation from the usual manner in which the Services are provided, which may, in the absolute discretion of the Company, be deemed reasonable or necessary in the circumstances.
- 5.3 If the Customer expressly or impliedly instructs the Company to use, or it is expressly or impliedly agreed that the Company will use, a particular method of providing the Services, the Company will give priority to that method, but its adoption remains at the sole discretion of the Company, and the Customer authorises the Company to provide the Services by another method.
- 5.4 The Company is not a 'common carrier' and accepts no liability as such. The Company reserves the right to accept or refuse the provision of Services in respect of the Goods at its sole discretion. All Services are provided to the Company only on these terms and conditions, that prevail at all times over the conditions of contract of the Customer. If there is any inconsistency between these terms and conditions and the conditions of any bill of lading, waybill, consignment note or other transport document issued by the Company, these terms and conditions prevail.

6. Delivery

- 6.1 It is the Customer's sole responsibility to address adequately each consignment and to provide written instructions to enable effective delivery. The Company is authorised to deliver the Goods at the address given to the Company by the Customer for that purpose, and (subject to clause 5.1) it is expressly agreed that the Company shall be taken to have delivered the Goods in accordance with this contract if at that address the Company obtains from any person a receipt or a signed delivery docket for the Goods. Delivery to a third party nominated by the Customer is deemed to be delivery to the Customer for the purposes of this contract.

7. Risk

- 7.1 The Customer acknowledges that:
 - (a) the Goods are carried, handled and stored at the Customer's sole risk and not at the risk of the Company; and
 - (b) insurance will not be arranged by the Company, except on the express written instructions of the Customer, and then only at the Customer's expense and on lodgment of a declaration as to value prior to acceptance of the Goods by the Company. The insurance may be on the terms and conditions of a marine open cargo policy held by the Company, and if so the policy wording will be available on request. The Company makes no representations and gives no advice regarding any aspect of any insurance arranged for the Customer, including as to the suitability or appropriateness of the insurance for the Customer's requirements, the policy terms, conditions or exclusions or as to the competitiveness of the cost of the insurance. In the event of a claim, the Customer shall have recourse solely against the insurer and the Company shall not be under any responsibility or residual liability to the Customer for the loss of, or material damage to, the Goods, or the failure of the policy to meet a claim in respect of the same. If the insurance is arranged under the Company's marine open cargo policy, the Customer acknowledges that the Company may pay its insurer an annual or declaration premium, the effect being that the sum charged to the Customer is (a) not directly payable to the insurer, and is therefore not held in trust by the Company for either the insurer or the Customer and (b) includes a fee component for the service the Company provides in securing insurance for the Customer. The Customer acknowledges and agrees that the Company is under no obligation to separately identify the fee component or to disclose the same at any time.
- 7.2 Except as provided by the Carriage of Goods Act 1979, the Maritime Transport Act 1994 and any other legislation compulsorily applicable by New Zealand law to the carriage of goods, the Goods are at the risk of the Customer and not of the Company. The Company shall not, except as

compulsorily required by law, have any liability whatsoever in tort or contract or bailment or otherwise for any, and the consequences of any, loss of or damage to or deterioration of the Goods, miss delivery, failure to deliver or delay in delivery of the Goods (including chilled, frozen, refrigerated or perishable Goods) whether in transit or in storage or failure to provide or delay in providing the Services for any reason whatsoever including negligence, breach of contract or willful act or default of the Company or its servants, agents or Subcontractors. This Clause shall apply whether or not the loss, damage, deterioration, miss delivery, failure to deliver or delay occurs in the course of performance of the Services or in events which are in the contemplation of the Company and/or the Customer or are foreseeable by them or either of them or which could constitute a fundamental breach of the contract for Services.

8. Handling

- 8.1 Where any handling, installation, removal, assembly or erection of any kind whatsoever is required to be undertaken by the Company, the Company shall not be liable for any death, injury, loss or damage which may result from or arise out of the same. The Customer shall indemnify the Company in respect of all such liability whether or not that liability arises from negligence, breach of contract or willful act or default of the Company or the Company's servants, agents or Subcontractors.

9. Packaging

- 9.1 The Company may charge a fee of such amount as it considers reasonable in respect of any pallets, containers or cartons used in the delivery or packaging of the Goods, and such fee shall be payable by the Customer on the date specified by the Company as being the date for payment. The Customer acknowledges that those pallets, containers or cartons shall remain the property of the Company (except where it is agreed that such ownership shall pass to the Customer in accordance with clause 4.9), and the Company shall be bound to refund such fee, less a nominal wear and tear charge, upon return (at the Customer's expense) of those pallets, containers or cartons within a reasonable time of the receipt by the Customer.

10. Carriage of Goods

- 10.1 If the Customer instructs the Company to use a particular method of carriage, whether by road, rail, sea or air, the Company will give priority to the method designated, but if that method cannot conveniently be adopted by the Company the Customer shall be deemed to authorise the Company to carry, or have the Goods carried, by another method or methods.
- 10.2 The Customer shall be deemed to authorise any deviation from the usual route or manner of carriage of Goods that may, in the absolute discretion of the Company, be deemed reasonable or necessary in the circumstances.
- 10.3 The Company's charges shall be considered earned in the case of Goods for carriage as soon as the Goods are loaded and dispatched to the Customer's nominated delivery address.
- 10.4 The Customer will be, and shall remain responsible to, the Company for all its proper charges incurred for any reason. A charge may be made by the Company in respect of any delay in excess of thirty (30) minutes in loading or unloading the Goods occurring other than from the default of the Company. Such permissible delay period shall commence upon the Company reporting for loading or unloading. Labour to load or unload the vehicle shall be the responsibility and expense of the Customer or consignee.

11. Dangerous Goods

- 11.1 Unless agreed in writing, the Customer shall not deliver to the Company, or cause the Company to deal with or handle, Dangerous Goods.
- 11.2 If the Customer is in breach of clause 11.1:
- (a) the Customer, and any person delivering the Goods to the Company, or causing the Company to handle or deal with the Goods, shall be liable for any loss or damage caused to, or by the Goods, or by their nature, and shall indemnify and keep indemnified the Company against all loss, damages, claims and costs (howsoever arising) incurred by the Company in connection therewith; and
 - (b) the Goods may be destroyed or otherwise dealt with as determined by the Company in its absolute discretion at the expense of the Customer (or by any other person in whose custody they may be at the relevant time also at the expense of the Customer), and neither the Company nor any such other person shall incur any liability whatsoever to the Customer in relation to any action taken by them concerning the Goods.
- 11.3 Where the Company agrees to accept Dangerous Goods, if during the provision of the Services, the Company, or any other suitably qualified person or authority, reasonably forms the view that those Goods pose any risk to other goods, property, life or health, then the provisions of clauses 11.2(a) & 11.2(b) shall apply.

12. Personal Property Securities Act 1999 ("PPSA")

- 12.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that these terms and conditions constitute a security agreement for the purposes of the PPSA and creates a security interest in:
- (a) all Goods previously handled, stored or carried by the Company on behalf of the Customer;
 - (b) all Goods that will be handled, stored or carried in the future by the Company on behalf of the Customer; and
 - (c) all the Customer's present and after acquired property being a charge, including anything in respect of which the Customer has at any time a sufficient right, interest or power to grant a security interest in for the purposes of securing repayment of all monetary obligations of the Customer to the Company for Services – that have previously been provided and that will be provided in the future by the Company to the Customer.
- 12.2 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 the Company may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, the Company for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any registration made thereby;
 - (c) not register a financing change statement or a change demand without the prior written consent of the Company.
- 12.3 The Company and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 12.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.

12.5 Unless otherwise agreed to in writing by the Company, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.

12.6 The Customer shall unconditionally ratify any actions taken by the Company under clauses 12.1 to 12.5.

13. Security and Charge

13.1 In consideration of the Company agreeing to provide the Services, 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).

13.2 The Customer indemnifies the Company from and against all the Company's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising the Company's rights under this clause.

13.3 The Customer irrevocably appoints the Company and each director of the Company as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Customer's behalf.

14. Warranty

14.1 No representation, condition, warranty or premise expressed or implied by law applies to the Services provided by the Company to the Customer, except where Services are provided pursuant to the Consumer Guarantees Act 1993 or where expressly stated in this contract.

14.2 Pursuant to section 43 of the Consumer Guarantees Act 1993, the fitness for purpose provision of that Act is excluded from this contract. The Company does not provide any warranty that Services are fit for the purpose for which the Customer requires them and the Company shall not be liable in any way.

14.3 The Company shall have no liability under any warranty for any defect in the Services arising from any contributory negligence by the Customer.

14.4 Where there is a warranty provided in writing at the time the Customer purchases the Services from the Company that warranty shall prevail over any warranty contained herein and the warranty pursuant to clause 14.2 shall be specifically excluded.

15. Agency

15.1 The Customer authorises the Company to contract, on the Customer's behalf, as either principal or agent for the provision of Services that are the subject of this contract.

15.2 Where the Company enters into a contract as referred to in clause 15.1, it shall be read alongside of, and form part of, this contract, and the Customer shall pay any amount due under such a contract.

15.3 The Customer authorises the Company and any Subcontractor to subcontract on any terms the whole, or part, of the Services.

15.4 The Customer undertakes:

(a) that no claim or allegation shall be made, whether by the Customer or any other person who is, or who may at any time be, interested in the Services and/or in the Goods, against any person (other than the Company) by whom the Services, or any part of the Services, are provided which imposes, or attempts to impose, upon such person any liability whatsoever and howsoever arising (including from negligence, breach of contract or willful act or default of the Company, or others) in connection with the provision of the Services and/or the Goods, and if such claim or allegation should nevertheless be made, to indemnify the Company and the person against whom such claim or allegation is made against the consequences of such claim or allegation. For the purpose of this sub-clause (a), the Company shall be deemed to be the agent or trustee on behalf of, and for the benefit of, all such persons who shall to this extent be deemed to be parties to the contract for Services; and

(b) to indemnify the Company against any claim or allegation made against it by any person in connection with any liability arising out of, or relating to the provision of, the Services and/or the Goods.

15.5 Every exemption, limitation, condition and liberty in these terms and conditions, and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Company, or to which the Company is entitled in accordance with these terms and conditions, shall also be available to and extend to protect:

(a) all Subcontractors;

(b) every servant or agent of the Company, or of a Subcontractor;

(c) every other person (other than the Company) by whom the Services, or any part of the Services, are provided; and

(d) all persons who are, or may be, vicariously liable for the acts or omissions of any persons falling within sub-clauses (a), (b) or (c) of this clause 15.5.

15.6 For the purpose of clause 10, the Company shall be deemed to be acting as agent or trustee on behalf of, and for the benefit of, all such persons who shall to this extent be deemed to be parties to the contract for the Services.

16. Liability

16.1 Unless otherwise agreed in writing, the Customer shall indemnify the Company against all claims of any kind, however caused or arising, and without limiting the generality of this clause, whether caused or arising as a result of the negligence of the Company, or otherwise brought by any person in connection with any matter, act, omission, or error by the Company in connection with the provision of Services.

16.2 Except as otherwise provided by statute, the Company shall not be liable for any loss or damage, whether suffered or incurred by the Customer or a person acting on their behalf, either directly or indirectly, from any Services or information provided by the Company to the Customer. Without limiting the generality of the foregoing, the Company shall not be liable for any consequential loss and/or expense of any kind (including loss of profit, goodwill, opportunity, sales, etc.) suffered by the Customer arising out of a breach by the Company of these terms and conditions. Alternatively, the Company's liability either in tort or in contract shall be limited to damages which under no circumstances shall exceed the Price, except as otherwise provided for in this contract.

16.3 The Customer undertakes that no claim or allegation shall be made against any servant or agent of the Company which attempts to impose upon any of them any liability whatsoever in connection with the Goods and, if any such claim or allegation should nevertheless be made, to indemnify the Company and any such servant or agent against all consequences thereof.

16.4 The Company shall not be responsible in negligence, contract or otherwise for loss, damage, costs, fines or penalties incurred by the Customer, or any other person, resulting from, or arising out of or in connection with, any quotation, advice, statement, representation or information given or made by, or on behalf of, the Company to the Customer, or others, as to the classification of or any matter material to the valuation of or the

liability for or the amount, scale or rate of customs and/or excise duty or other impost, tax or rate charged in respect of the Goods or any cargo whatsoever. In giving or making any such quotation, advice, statement, representation or information the Company relies solely on the particulars provided by the Customer which warrants that those particulars accurately and completely describe all aspects of the Goods and the transaction(s) relating to the Goods.

- 16.5 In all cases where the liability of the Company has not been excluded, or limited, by these terms and conditions, statute, international convention or otherwise, all liability of the Company whatsoever and howsoever arising is limited to:
- (a) one hundred dollars (NZ\$100.00), or the value of the Goods the subject of the contract for Services at the time the Goods were received by the Company, whichever is the lesser; or
 - (b) in the case of a proven breach of a warranty implied under the Consumer Guarantees Act 1993, the payment of the cost of having the Services provided again.
- 16.6 Any claim for loss or damage must be notified in writing to the Company within seven (7) days of delivery of the Goods, or of the date upon which the Goods should have been delivered, failing which the Company shall have no liability for any such loss or damage.
- 16.7 In any event the Company shall be discharged from all liability whatsoever in connection with the provision of the Services and/or the Goods unless suit is brought and served within nine (9) months of the provision of the Services, or delivery of the Goods, or when the Services should have been provided, or the Goods should have been delivered. The Company expressly contracts out of section 19 of the Carriage of Goods Act 1974, including, without limitation, the operation of section 19(4) of that Act, which shall be of no application whatsoever.

17. Default and Consequences of Default

- 17.1 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 the Company's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 17.2 If the Customer owes the Company any money the Customer shall indemnify the Company from and against all costs and disbursements incurred by the Company in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, the Company's collection agency costs, and bank dishonour fees).
- 17.3 Further to any other rights or remedies the Company may have under this contract, if the Customer has made payment to the Company by credit card, 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 the Company under this clause 17 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.
- 17.4 Without prejudice to any other remedies the Company may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Company may suspend or terminate the supply of Services to the Customer and/or the Company may after fourteen (14) days' notice to the Customer SELL ALL OR ANY OF THE GOODS as per clause 19. The Company will not be liable to the Customer for any loss or damage the Customer suffers because the Company has exercised its rights under this clause.
- 17.5 The Company may, without any liability and without prejudice to any other rights or remedies it has in law or equity, suspend or cancel (in whole or in part) any contract for the provision of Services to the Customer which remains unfulfilled, and all amounts owing to the Company shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to the Company becomes overdue, or in the Company's opinion the Customer will be unable to make a payment when it falls due;
 - (b) the Customer commits an act of Bankruptcy as defined in section 19 of the Insolvency Act 1967, or becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

18. Conditions of Storage

- 18.1 The Company will prepare an inventory of the Goods received for storage and will have information accessible online via the Company's website (www.championdistribution.co.nz). The Company will endeavour to have this available to the Customer at all times, and variations updated in good time, but may be subject to disruption outside of the Company's control or scheduled maintenance of the website. The Customer will be provided notification of inbound receipt of Goods via notification on the website, IT platform of Customer, or via email address(es) specified by the Customer. It is the responsibility of the Customer to ensure reconciliation of this aforementioned notification. If the Customer fails to object to its accuracy within seven (7) days of receiving it from the Company, then the inbound receipt and inventory will be conclusive evidence of the Goods received.
- 18.2 The Company is authorised to remove the Goods from one warehouse to another, without cost to the Customer. The Company will notify the Customer of the removal, and advise the address of the warehouse to which the Goods are being moved, not less than five (5) days before removal (except in emergency, when such notice will be given as soon as possible).
- 18.3 Subject to payment for the balance of any fixed or minimum period of storage agreed, the Customer may require the Goods to be removed from the store at any time on giving the Company not less than five (5) working days' notice. If the Customer gives the Company less than the required notice, the Company will still use their best endeavours to meet the Customer's requirements, but shall be entitled to make a reasonable additional charge for the short notice.

19. Lien

- 19.1 The Company shall have a security interest in any Goods (and any documents relating to those Goods) in the possession or control of the Company for all sums payable by the Customer to the Company, and the Company shall have the right to sell such Goods by public auction or private treaty after giving notice to the Customer. The Company shall be entitled to retain the sums due to it (in addition to the charges incurred in the detention and sale of such Goods) from the proceeds of sale and shall render any surplus to the entitled person.
- 19.2 The Company shall have a lien on the Goods, and any documents relating to the Goods, and/or any other Goods cargo or documents of the Customer in the possession or control of the Company, for all sums payable by the Customer to the Company, and shall have the right to sell such Goods or cargo by public auction or private treaty without notice to the Customer. The Company shall be entitled to retain the sums due to

it, in addition to the charges incurred in detention and sale of such Goods or cargo, from the proceeds of sale and shall render any surplus to the entitled person. This lien is in addition to and not in substitution for any other charge that may be available to the Company by law or by statute.

20. Cancellation

- 20.1 The Company may cancel any contract to which these terms and conditions apply or cancel provision of the Services at any time before the Services have been provided by giving written notice to the Customer. On giving such notice the Company shall repay to the Customer any money paid by the Customer for the Services, less any amounts owing for Services already provided. The Company shall not be liable for any loss or damage whatsoever arising from such cancellation, and any cancellation hereunder (or any cancellation or suspension under clause 17.5) shall not affect the Company's claim for any monies due at the time of cancellation (or suspension), or for damages for any breach by the Customer of any of the terms and conditions of this contract.
- 20.2 In the event that the Customer cancels provision of the Services, the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Company as a direct result of the cancellation (including, but not limited to, any loss of profits).

21. Privacy Act 1993

- 21.1 The Customer authorises the Company or the Company's agent to:
- (a) access, collect, retain and use any information about the Customer;
 - (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness and enforcing any rights given to either party under this contract;
 - (ii) for the purpose of marketing products and services to the Customer.
 - (b) disclose information about the Customer, whether collected by the Company from the Customer directly or obtained by the Company 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.
- 21.2 Where the Customer is a natural person/individual the authority given in clause 21.1 ensures compliance on the behalf of the Company with the Privacy Act 1993.
- 21.3 The Customer shall have the right to request the Company for a copy of the information about the Customer retained by the Company and the right to request the Company to correct any incorrect information about the Customer held by the Company.

22. Miscellaneous

- 22.1 The failure by the Company to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Company'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.
- 22.2 Unless expressly negated or varied, 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.
- 22.3 The Customer agrees that the Company may amend these terms and conditions at any time. If the Company makes a change to these terms and conditions, then that change will take effect from the date on which the Company notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Company to provide Services to the Customer.
- 22.4 The Customer hereby disclaims any right to rescind, or cancel any contract with the Company or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by the Company and the Customer acknowledges that the Services are bought relying solely upon the Customer's skill and judgment.
- 22.5 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.
- 22.6 The Customer warrants that it has the power to enter into this contract and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this contract creates binding and valid legal obligations on it.
- 22.7 The Customer shall not assign any or all of its rights or obligations under this contract without the prior written consent of the Company.
- 22.8 The Company shall not be liable for any delay or failure to perform its obligations under this contract, if such delay or failure is beyond the control of the Company or due to unforeseen circumstances.
- 22.9 Any personal guarantee made by a third party shall not exclude the Customer in any way from the liabilities and obligations contained in this contract, and such guarantor/s and the Customer shall be jointly and severally liable under the terms and conditions of this contract.
- 22.10 Notwithstanding clauses 7 and 16, in the event that the Customer believes that they have any claim against the Company then they must lodge any notice of claim for consideration and determination by the Company within seven (7) days of the date of provision of the Services, or for non-delivery of the Goods within seven (7) days of the anticipated date of delivery or the removal or destruction thereof. The failure to notify a claim within the time limits hereunder is evidence of satisfactory performance by the Company of its obligations.
- 22.11 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 the Company nor to withhold payment of any invoice because part of that invoice is in dispute.

Champion Distribution Ltd – Terms and Conditions of Trade

I certify that the above information is true and correct. I have read and understand this TERMS AND CONDITIONS OF TRADE of Champion Distribution Ltd and agree to be bound by those conditions. I authorise the use of my personal information as detailed in the Privacy Act clause therein. *I agree that if I am a director/shareholder (owning at least 15% of the shares) of the Customer I shall be personally liable for the performance of the Customer's obligations under this agreement.*

SIGNED (CUSTOMER): _____ Name: _____ Position: _____ ID: _____ (Driver's Licence, Passport, etc.)	SIGNED (WITNESS TO CUSTOMER'S SIGNATURE): _____ Name: _____ Date: _____ Address: _____ Postcode: _____
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SIGNED (COMPANY): _____ Name: _____ Date: _____