

Intaks NZ Limited - Terms of Sale, Hire and Trade (Version 2017.01)

1. Terms

1.1 These terms shall apply to and govern the supply by Intaks NZ to the customer of all goods whether for purchase, rental or otherwise and any services provided by Intaks NZ. If there is any conflict or inconsistency between these terms and the terms of any order submitted by the customer or any price list, invoice, schedule or delivery docket issued by Intaks NZ, these terms shall prevail unless otherwise agreed in writing by Intaks NZ.

1.2 Intaks NZ may at any time amend these terms by notice in writing to the customer, which may be by email. Such amendments will take effect from the date of acceptance of the first order for sale and/or hire of goods or provision of services by the customer following the date of the amended terms being sent to them. Intaks NZ's current terms and conditions are available for viewing at www.intaks.co.nz.

2. Quotes and Acceptance of Orders

2.1 All quotes for sale or hire or services are valid for 30 days. Intaks NZ reserves the right to correct any errors or omissions in any quotation, invoice or schedule it provides to the customer.

2.2 All orders for goods or services are subject to their acceptance by Intaks NZ and, in the case of goods not held in stock by Intaks NZ, confirmation by Intaks NZ. Intaks NZ reserves the right to change any quoted price before confirmation is received. Notwithstanding any arrangement granting credit to the customer, Intaks NZ reserves the right to accept or decline any order in its absolute discretion.

2.3 Any acceptance of an order shall only be conditional acceptance and be subject to Intaks NZ considering the customer's credit status with Intaks NZ. If Intaks NZ considers that the creditworthiness of the customer is unsatisfactory, it shall be entitled to cancel any order without in any way being liable to the customer.

2.4 After acceptance by Intaks NZ no order may be cancelled or amended without the prior approval of Intaks NZ and then only on the terms specified by Intaks NZ.

3. Rental of Hired Goods

3.1 Intaks NZ may agree to hire out hired goods and the customer shall hire the hired goods and be entitled to use the hired goods on the terms set out herein (the "rental agreement").

3.2 The hire period (the "hire period") starts on the day the hired goods are dispatched by Intaks NZ and ends on the day the hired goods are received in full back at Intaks NZ's premises (or such other location as directed by Intaks NZ).

3.3 At the beginning of the hire period:

(a) Intaks NZ will send the hired goods requested to the customer's nominated delivery location. The customer shall be responsible for the cost of dispatching and transporting the hired goods from Intaks NZ's premises.

(b) Intaks NZ will send the customer a schedule itemising the hired goods that have been dispatched. If the customer, within 2 working days of receipt of the hired goods, does not provide Intaks NZ with written notice that any hired goods in the schedule were not delivered to them, then the hired goods as listed in that schedule will be deemed to have been delivered to the customer.

(c) Hired goods will be hired and delivered in minimum lot sizes as specified by Intaks NZ.

3.4 At the end of the hire period:

(a) The customer will deliver the hired goods back to Intaks NZ's nominated delivery location, at the customer's cost, together with an itemised list of the hired goods that are being returned. The customer shall return the hired goods in a clean condition and in good working order and repair (fair wear and tear excepted).

(b) When Intaks NZ receives the returned hired goods, it will check the goods against the schedule(s) sent at the beginning of the hire period(s) for those hired goods. Any hired goods returned to Intaks NZ which are:

(i) not in a clean condition, then Intaks NZ will arrange cleaning and the cost of such cleaning shall be payable by the customer;

(ii) not in good working order and repair (fair wear and tear excepted), then Intaks NZ may elect (in its sole discretion) to repair, recondition or renew such goods and the repair, reconditioning or renewal costs shall be payable by the customer; and

(iii) in Intaks NZ's opinion (in its sole discretion), in an unrepairable condition or not returned when checked against the schedule(s), then the customer shall pay Intaks NZ for such goods at the then-current retail value advised by Intaks NZ.

Payments for the above shall be due immediately upon written notice from Intaks NZ to the customer and clause 6 (*Payment*) of these terms shall apply.

3.5 The customer acknowledges it is receiving the hired goods in good working order and clean condition and that the hired goods are fit for the purpose for which the customer requires the hired goods. The customer shall maintain the hired goods in good order and repair during the hire period. The customer must not brand or mark in anyway the hired goods by paint or other means.

3.6 The customer shall be responsible in all respects for ensuring that the hired goods are at all times installed and used by competent personnel (whether by the customer or any third party) in accordance with all relevant guidelines including any guidelines or instructions provided by Intaks NZ and legislative and industry requirements, standards and practice guidelines. The customer will ensure that

the hired goods are only used with other Intaks NZ products. The customer undertakes that it will advise Intaks NZ immediately of any loss or damage to hired goods and it will immediately cease use of any damaged hired goods.

3.7 The hired goods shall be at the sole risk of the customer throughout the hire period and until such time as the hired goods are returned to Intaks NZ's premises (or such other location as directed by Intaks NZ). The customer shall keep the hired goods insured and keep Intaks NZ indemnified for any loss or damage to the hired goods during the hire period. The customer shall hold full replacement insurance for the hired goods with the interest of Intaks NZ as secured party noted, and Public Liability Insurance for not less than \$2,000,000 at all times during the hire period(s), each with a reputable insurance company. The customer shall provide a certificate of currency for such insurance if requested by Intaks NZ.

3.8 Intaks NZ shall be entitled to enter the customer's premises during normal business hours without prior notice to enforce any rights it has under this agreement and to inspect the hired goods. Intaks NZ reserves the right to add additional marking on the hired goods to distinguish the hired goods from the customer's other equipment.

3.9 Intaks NZ may terminate the hire period for any hired goods by giving 20 working days' notice to the customer, and in the event of such termination the provisions of clause 10 (*Default and Termination*) shall apply.

4. Price of Goods and Services

4.1 Subject to clause 4.2, the price of the sale goods (the "price") shall be the price notified to the customer by Intaks NZ at the date of acceptance of the customer's order plus GST and government duties, levies or taxes. The customer shall pay all packing and transport costs.

4.2 Any increases in the cost of supply of the sale goods (including without limitation increases in the price of sale goods not held in stock by Intaks NZ or due to variations in exchange rates, the cost of labour, freight, handling or insurance or any duties or taxes) between the date of acceptance of the order and the date of delivery of the sale goods shall be borne by the customer.

4.3 Any discounts or rebates on the price offered by Intaks NZ are conditional on payment being made in cleared funds on or before due date. If the customer fails to comply with that condition, payment of the full amount of the price shall become immediately due and payable.

4.4 Hire charges on hired goods for the hire period will be at a daily (based on a week of 7 days), weekly, monthly or other periodic rate as specified in the Intaks NZ invoice for hired goods that are supplied (the "hire charges") plus GST and government duties, levies or taxes. There will be no reduction to the hire charges for weekends, holidays, inclement weather, natural disasters or for any other reason beyond Intaks NZ's control including, without limitation, strikes, lockouts, cessation of labour, transport delays and Government interference or control. Intaks NZ may notify the customer of a minimum

- hire period for any hired goods, including by email.
- 4.5 Intaks NZ reserves the right to amend hire charges for hired goods during the term of any rental agreement to which these terms relate by providing notice of revised hire charges. In the event Intaks NZ increases the hire charges the customer shall be entitled to terminate the rental agreement with immediate effect by notice in writing to Intaks NZ. If the customer does choose to terminate the rental agreement in accordance with this clause the provisions of clause 3.4 will apply.
- 4.6 Charges for services shall be the price notified to the customer by Intaks NZ at the date of acceptance of the customer's request for services plus GST and government duties, levies or taxes.
- 4.7 Unless otherwise agreed by Intaks NZ, the customer shall be responsible for payment of all costs of all engineering reports and certifications or other inspections required to be commissioned for the goods supplied to the customer.
5. **Title and Risk**
- 5.1 Title in all sale goods shall pass to the customer when the sale goods are paid for in full in cleared funds. All risk of any loss or damage or deterioration in respect of the sale goods shall pass to the customer upon dispatch to the customer. The customer shall be responsible for obtaining insurance for full replacement of the sale goods from the time they are dispatched until such time as the sale goods are paid for in full and shall, if demanded by Intaks NZ, produce evidence of such insurance cover. Until such time as the sale goods are paid for in full the customer agrees that it will not create any charge, lien or any other encumbrance whatsoever over any of the sale goods or sell or otherwise dispose of the sale goods without the prior written consent of Intaks NZ.
- 5.2 Notwithstanding the above, the customer acknowledges that it has no right, title or interest in any hired goods and that the hired goods will at all times remain the property of Intaks NZ. The customer agrees that it will not create any charge, lien or any other encumbrance whatsoever over any of the hired goods or sell or otherwise dispose of the hired goods without the prior written consent of Intaks NZ. Hired goods must not be shipped or used outside of New Zealand. All risk of the hired goods shall be in accordance with clause 3.7 of these terms.
- 5.3 The customer must at its own cost store the hired goods and the sale goods (until such time as all amounts owing in respect of all sale goods have been paid in full) separately from other equipment in the possession of the customer and must clearly distinguish and identify the hired goods and the sale goods as Intaks NZ's equipment.
6. **Payment**
- 6.1 Payment for sale goods and for services from the customer to Intaks NZ are due in cleared funds on the date of invoice unless credit terms are extended to the customer. Where credit is extended to the customer, payment is overdue if not paid by the 20th day of the month following date of invoice, unless otherwise agreed in writing by Intaks NZ. The customer may be required to pay Intaks NZ a deposit before delivery of sale goods or the provision of services.
- 6.2 Payment of the hire charges for hire goods shall be overdue if not paid in cleared funds by the 20th day of the month following date of invoice, unless otherwise agreed in writing by Intaks NZ. Intaks NZ reserves the right to require the customer to pay hire charges in advance and prior to dispatch.
- 6.3 Time is of the essence in respect of the payment obligations of the customer. If payment is overdue that shall constitute a breach of these terms and the customer will upon demand in writing pay to Intaks NZ interest at the rate of 2.5% per month (or part month) on any amounts due and unpaid from the date that payment was due until payment in full in cleared funds is received by Intaks NZ.
- 6.4 If payment is overdue Intaks NZ may, in addition to its other remedies, cancel or suspend the customer's entitlement to credit and require payment in cash on or before delivery of any goods ordered by the customer under any contract, terminate any rental agreements then in place, or withhold supply of any such goods or the provision of services until the customer has paid or discharged all sums owing to Intaks NZ.
- 6.5 Intaks NZ may at its discretion apply any payments it receives from the customer in and towards the satisfaction of any indebtedness of the customer and it shall not be bound by any terms or qualifications that the customer may make in relation to payments made under this or any other contract with Intaks NZ.
7. **Credit Terms**
- 7.1 Intaks NZ reserves the right at its discretion to grant or decline to grant credit to any customer and to suspend or cancel any credit entitlement with effect from the date of notice to the customer.
- 7.2 Intaks NZ reserves the right to impose a credit limit which may be altered at Intaks NZ's discretion with effect from the date of notification to the customer. If the credit limit is at any time exceeded that shall constitute a breach of these terms. Intaks NZ may, in addition to its other remedies, refuse to accept any further orders from the customer and/or withhold delivery of any goods ordered by the customer under any contract until the breach is remedied to the satisfaction of Intaks NZ.
- 7.3 The customer shall, if required by Intaks NZ, arrange for the customer's liability to be guaranteed by third persons or secured by securities on terms satisfactory to Intaks NZ. This requirement may be imposed by Intaks NZ at any time and Intaks NZ may suspend the customer's entitlement to credit and/or withhold delivery of any goods ordered by the customer under any contract pending its fulfilment to the satisfaction of Intaks NZ.
8. **Repossession**
- 8.1 Until such time as ownership of the goods shall pass from Intaks NZ to the customer, Intaks NZ may give notice in writing to the customer to return the goods to Intaks NZ. Upon such notice the rights of the customer to obtain ownership or any other interest in the goods shall cease.
- 8.2 Intaks NZ may take possession of and sell the goods where any event of default specified in clause 10 (*Default and Termination*) occurs or the goods are at risk (as defined by section 109 of the PPSA) and for that purpose it shall have the irrevocable right or licence by its agents, servants and employees to enter the premises of the customer or any other premises where the goods are situated (including any premises, land and buildings that the customer may enter upon) without being liable in any way to the customer, and the customer shall indemnify Intaks NZ upon demand in writing for all claims by any third party for any losses resulting from Intaks NZ effecting repossession.
9. **Costs**
- 9.1 The customer will upon demand in writing pay all Intaks NZ's expenses and legal costs (on a solicitor/agent/client basis) in or in connection with the registration of a financing statement or financing change statement relating to the security interest created by these terms or obtaining an order under section 167 of the PPSA or the collection of overdue moneys or the exercise, enforcement or preservation of any right or interest under these terms or any other contract with the customer.
10. **Default and Termination**
- 10.1 Intaks NZ shall be entitled to suspend or cancel all or any part of the contract or rental agreement recorded in these terms and/or any other contract or contracts with the customer, in addition to its other remedies, by notice in writing to the customer upon the happening of any of the following events of default:
- (a) if any amounts payable by the customer to Intaks NZ are overdue; or
 - (b) if the customer fails to meet any obligation under these terms or any other contract with Intaks NZ; or
 - (c) if the customer becomes insolvent; or
 - (d) if a receiver is appointed in respect of the assets of the customer; or
 - (e) if an arrangement with the customer's creditors is made or likely to be made; or
 - (f) if the customer ceases or threatens to cease carrying on business; or
 - (g) if the ownership or effective control of the customer is transferred, or the nature of the customer's business is materially altered; or
 - (h) if Intaks NZ (in its sole discretion) believes the customer is using the hired goods inappropriately, illegally, unsafely or in any way other than for their intended purpose.
- 10.2 Upon cancellation of the contract recorded in these terms:
- (a) all sums owing by the customer to Intaks NZ shall become immediately due and payable; and
 - (b) where the customer has hired goods in its possession:
 - (i) the customer shall immediately cease using the hired goods; and
 - (ii) the customer will immediately arrange for the hired goods to be returned to the customer's premises and will take all steps that may be reasonably required by Intaks NZ to return the hired goods to Intaks NZ's premises (or such other location as directed by Intaks NZ).

- 10.3 Where any event of default occurs Intaks NZ may appoint a receiver in respect of all goods (including their proceeds) supplied to the customer and any such receiver may take possession of the goods and sell them and otherwise exercise all rights and powers conferred on a receiver by law.
- 11. Personal Property Securities Act**
- 11.1 If Intaks NZ already holds a perfected security interest in the goods supplied to the customer together with their proceeds, that security interest is continued under these terms. Otherwise, the customer grants a security interest over all present and after-acquired goods supplied by Intaks NZ and their proceeds as security for payment of the price of the sale goods and/or the hire charges for the hired goods and/or the charges for services and any other moneys owing under these terms.
- 11.2 The customer will provide such information and do such acts and execute such further documents as in the opinion of Intaks NZ may be necessary or desirable to enable Intaks NZ to perfect under the PPSA the security interest created by these terms as a first priority interest or with such other priority as Intaks NZ may agree in writing.
- 11.3 Intaks NZ may do all things which it thinks desirable to remedy any default by the customer or otherwise protect the goods or the security interest created by these terms.
- 11.4 The customer irrevocably appoints Intaks NZ to be the customer's attorney to do anything which the customer agrees to do under these terms and anything which the attorney thinks desirable to protect Intaks NZ's interests under these terms and the customer ratifies anything done by an attorney under this clause 11. The customer agrees sections 114(1)(a), 133 and 134 of the PPSA shall not apply to these terms or the security under these terms.
- 11.5 The customer waives the customer's right to receive a copy of the verification statement confirming registration of a financing statement or a financing change statement relating to the security interest created by these terms.
- 11.6 The customer agrees that none of the customer's rights as debtor under sections 116, 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA shall apply to these terms.
- 11.7 The customer also agrees, where Intaks NZ has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.
- 11.8 The customer must advise Intaks NZ immediately of any changes to the information provided to Intaks NZ in respect of the customer, and at least 5 working days before changing the customer's name, company name or trading name.
- 11.9 The customer shall ensure that all third parties who may from time to time hire or lease any of the goods (when hired goods or sale goods sold on credit and not paid for in full) from the customer are advised of Intaks NZ's security interest in such goods.
- 12. Health and Safety**
- 12.1 The customer acknowledges that it has duties under the Health and Safety at Work Act 2015 (HSWA), in respect of use of the hired goods.
- 12.2 The customer will:
- at all times strictly and fully comply with all duties imposed on it and its sub-contractors and employees under the HSWA, including but not limited to its duties as a Person Conducting a Business or Undertaking (PCBU) (as that term is defined in the HSWA);
 - pay particular regard to its duties under s43 HSWA as a PCBU who installs, constructs or commissions plant or structures;
 - if any hazard to people arises in connection with its use of the hired goods, immediately take all reasonably practical steps to eliminate that hazard and, to the extent that the hazard cannot be eliminated, to minimise the risk as far as reasonably practicable; and
 - comply with all reporting requirements and manage every incident that has or may have resulted in harm to any person, property, or the environment.
- 12.3 The customer warrants it will ensure that any hired goods are only used with other Intaks products and are always installed and used (whether by the customer or any third party who sub hires from the Customer) by suitably qualified, competent and experienced installers in accordance with all product guidelines and good industry practice, regulatory requirements, and all relevant product and industry guidelines..
- 13. Intellectual Property**
- 13.1 The customer acknowledges that Intaks NZ owns or is licensed to manufacture the goods which contain patents and copyrighted designs ("IP"). The IP shall remain vested in Intaks NZ and the purchase or hire of the goods does not transfer any right in the IP or right to manufacture goods or otherwise use the IP other than for the use of the goods as supplied. The customer does not acquire any right, title or interest in any copyright, trademarks or other intellectual property rights relating to any of the goods including the hired goods. The customer must not cause, assist or permit anything to occur which may interfere with, damage or endanger the IP.
- 13.2 The customer must not, without the prior written consent of Intaks NZ, use the brand "Intaks NZ" and related intellectual property which belongs to Intaks NZ. Approval must be sought from Intaks for using the "Intaks NZ" brand on the customer's advertising and marketing materials, business cards, websites, vehicles, signage and similar. If consent is given by Intaks NZ, the usage is valid only so long as Intaks NZ supplies the customer. Should Intaks NZ cease to supply the customer, this right ceases automatically, and the customer must immediately cease any usage of the "Intaks NZ" brand and related intellectual property in all of its advertising and marketing materials, business cards, websites, vehicles, signage and similar.
- 13.3 The customer must advise Intaks NZ immediately if it becomes aware of any unauthorised use or attempted use by any person of Intaks NZ's brand or IP or other intellectual property rights.
- 13.4 The customer must ensure that all confidential information it receives from Intaks NZ is protected and kept strictly confidential. Any disclosure to the customer's employees and advisors shall only be on a need to know basis and on the basis that those parties at all times maintain strict confidentiality.
- 14. Defects of Goods**
- 14.1 For all sale goods Intaks NZ will send the customer a schedule itemising the sale goods sent to the customer. The customer shall inspect the sale goods on delivery and shall within 2 working days notify Intaks NZ of any sale goods that were not delivered to them or are not in good condition. The customer shall afford Intaks NZ an opportunity to inspect the goods within a reasonable time following delivery (including, on request and at the cost of Intaks NZ, sending the goods in question to Intaks NZ for inspection) if the customer believes the goods are not in a good condition in any way. If the customer shall fail to comply with these provisions the goods shall be presumed to be delivered in full and in good condition.
- 15. Warranty**
- 15.1 Subject to the conditions of warranty set out in clause 14.2, Intaks NZ warrants that if any defect in any workmanship of Intaks NZ for sale goods supplied becomes apparent and is reported to Intaks NZ within two (2) years of the date of dispatch (time being of the essence) then Intaks NZ will either (at Intaks NZ's sole discretion) repair the defect or replace the sale good.
- 15.2 The conditions applicable to the warranty given by clause 15.1 are:
- The warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - Failure on the part of the customer to properly maintain any sale goods; or
 - Failure on the part of the customer to follow any instructions or guidelines provided by Intaks NZ, or
 - Any use of any sale goods otherwise than for any application specified in guidelines provided by Intaks NZ; or
 - Any use of any sale goods other than with other Intaks NZ products; or
 - The continued use of any sale goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - Fair wear and tear, any accident or act of God.
 - The warranty shall cease and Intaks NZ shall thereafter in no circumstances be liable under the terms of the warranty if the sale goods are repaired, altered or overhauled without Intaks NZ's consent.
 - In respect of all claims Intaks NZ shall not be liable to compensate the customer for any delay in either replacing or repairing the sale goods or in properly assessing the customer's claim.

- 15.3 With respect to hired goods, to the extent permitted by law, Intaks NZ excludes all warranties, conditions, rights and remedies to which the customer may otherwise be entitled in relation to the hired goods.
- 15.4 Intaks NZ shall not be liable for any failure to deliver the goods on a specific date or within a specified time from receipt of the order.
- 15.5 In respect of all goods and services, Intaks NZ shall not be liable for any loss, damage, consequential loss or harm caused to the customer or any third party as a result of the customer's or any third party's use of the goods or services. The customer will release, hold harmless and indemnify Intaks NZ from and against all liabilities, claims, damages, losses, costs and expenses, howsoever occurring which may accrue against or be suffered by Intaks NZ arising in any way from the use of the goods or services.
- 15.6 Any drawings, designs or specifications which Intaks NZ provides to the customer in connection with the goods or services do not constitute a warranty or guarantee on the practicability, effectiveness or safety of those goods or services. Intaks NZ will not be responsible for the cost of any additional work caused by defects in such drawings, designs or specifications.
16. **General**
- 16.1 In these terms
- (a) the following terms shall have the following meanings:
- "customer"** means any person or entity who purchases sale goods and/or hires hire goods from Intaks NZ and, where applicable, includes the employees, contractors, agents and subcontractors engaged by the customer to purchase sale goods and/or hires hired goods from Intaks NZ.
- "goods"** means the hired goods and the sale goods.
- "GST"** means goods and services tax under the Goods and Services Tax Act 1985.
- "hired goods"** means Intaks NZ scaffolding, edge protection and access platform equipment hired by the customer from Intaks NZ pursuant to these terms or other agreement between the customer and Intaks NZ.
- "Intaks NZ"** means Intaks NZ Limited, company number 6007427 and its successors or permitted assigns.
- "PPSA"** means the Personal Property Securities Act 1999.
- "sale goods"** means Intaks NZ scaffolding, edge protection and access platform equipment purchased by the customer from Intaks NZ pursuant to these terms or other agreement between the customer and Intaks NZ.
- "services"** means services provided by Intaks NZ to the customer from time to time.
- "working day"** means a day on which banks are open for business in Tauranga, New Zealand, not being a Saturday, Sunday or public holiday.
- "written notice"** and **"in writing"** shall mean notice in writing, which may be by email, and shall be deemed to have been received when:
- (i) delivered by hand, at the time of delivery
- (ii) delivered by post, two working days following the date of posting; and
- (iii) delivered by email, on the day on which the email is sent,
- 16.2 provided that any communication received or deemed received after 5pm or on a day which is not a working day will be deemed not to have been received until the next working day.
- (a) clause headings are for reference only and do not affect interpretation;
- (b) if the customer comprises more than one person, each person's liability will be joint and several; and
- (c) references to the singular shall include the plural and vice versa.
- 16.3 New Zealand law governs these terms and New Zealand Courts have non-exclusive jurisdiction.
- 16.4 If any provision of these terms shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 16.5 Intaks shall be under no liability whatever to the customer for any indirect loss and/or expense (including loss of profit) suffered by the customers arising out of a breach by Intaks NZ of these terms.
- 16.6 In the event of any breach of this contract by Intaks NZ the remedies of the customer shall be limited to damages. Under no circumstances shall the liability of Intaks NZ exceed the price of the goods or services or, in respect of hired goods, the equivalent of one month's rental for those hired goods.
- 16.7 The customer shall not be entitled to set off against or deduct from the price of the goods or the hire amount or the charges for services any sums owed or claimed to be owed to the customer by Intaks NZ
- 16.8 The failure by Intaks NZ to enforce any provision of these terms shall not be treated as a waiver of that provision, nor shall it affect Intaks NZ's right to subsequently enforce that provision. No waiver shall be effective unless it is in writing.
- 16.9 The customer warrants that it is "in trade" within the meaning of the Consumer Guarantees Act 1993 and undertakes to use the goods and services solely for business and commercial purposes. Where the customer acquires, or holds themselves out as acquiring, the goods and/or services for business purposes, the Consumer Guarantees Act 1993 shall not apply.
- 16.10 The customer may not assign or subcontract any of its rights or obligations under these terms.
- 16.11 These terms (including any attached schedules) together with the payment, goods and services details contained in any invoice(s), sale or hire contract or order form or schedule constitute the entire agreement between the parties relating to the goods and services.