

# Archi Imports Limited - General Terms and Conditions of Trade

## 1. Goods

- 1.1 The Goods (including any incidental supply of services) shall be as described on any invoices, quotation, work authorisation, or any other forms which are provided by Archi Imports Limited to the Customer.

## 2. Price And Payment

- 2.1 The Price shall be as indicated on invoices provided by Archi Imports Limited to the Customer in respect of the Goods supplied.
- 2.2 Time for payment for the Goods shall be of the essence and will be stated on the invoice, quotation or any other order forms. If no time is stated then payment shall be on delivery of the Goods.
- 2.3 The Price shall be increased by the amount of any GST and other taxes and duties, which may be applicable, except to the extent that such taxes are expressly included in any quotation given by Archi Imports Limited.

## 3. Default & Consequences Of Default

- 3.1 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 Archi Imports Limited 's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 3.2 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify Archi Imports Limited from and against all costs and disbursements incurred by Archi Imports Limited in pursuing the debt including legal costs on a solicitor and own customer basis and Archi Imports Limited 's collection agency costs.

## 4. Title

- 4.1 It is the intention of Archi Imports Limited and agreed by the Customer that ownership of the Goods shall not pass until:
- (a) the Customer has paid all amounts owing for the particular Goods, and
  - (b) the Customer has met all other obligations due by the Customer to Archi Imports Limited in respect of all contracts between Archi Imports Limited and the Customer; and
  - (c) the Customer is only a bailee of the Goods and until such time as Archi Imports Limited has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to Archi Imports Limited for the Goods, on trust for Archi Imports Limited.

## 5. Cancellation

- 5.1 Archi Imports Limited 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 Archi Imports Limited shall repay to the Customer any sums paid in respect of the Price. Archi Imports Limited shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 5.2 In the event that the Customer cancels delivery of the Goods the Customer shall be liable for any loss incurred by Archi Imports Limited (including, but not limited to, any loss of profits) up to the time of cancellation.
- 5.3 Cancellation of orders for Goods made to the Customer's specifications or non-stocklist items will definitely not be accepted, once production has commenced.

## 6. Personal Property Securities Act 1999 ("PPSA")

- 6.1 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 previously supplied by Archi Imports Limited to the Customer (if any) and all Goods that will be supplied in the future by Archi Imports Limited to the Customer.
- 6.2 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 Archi Imports Limited may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
  - (b) indemnify, and upon demand reimburse, Archi Imports Limited 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 a financing change statement or a change demand without the prior written consent of Archi Imports Limited ; and
  - (d) immediately advise Archi Imports Limited 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.
- 6.3 Archi Imports Limited and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 6.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 6.5 Unless otherwise agreed to in writing by Archi Imports Limited, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 6.6 The Customer shall unconditionally ratify any actions taken by Archi Imports Limited under clauses 6.1 to 6.5.

## 7. Privacy Act 1993

- 7.1 The Customer authorises Archi Imports Limited or Archi Imports Limited's agent to:
- (a) access, collect, retain and use any information about the Customer;
- 7.2 The Customer authorises Archi Imports Limited or Archi Imports Limited'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; or
    - (ii) for the purpose of marketing products and services to the Customer.
  - (b) disclose information about the Customer, whether collected by Archi Imports Limited from the Customer directly or obtained by Archi Imports Limited 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.
- 7.3 Where the Customer is an individual the authorities under clause 7.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 7.4 The Customer shall have the right to request Archi Imports Limited for a copy of the information about the Customer retained by Archi Imports Limited and the right to request Archi Imports Limited to correct any incorrect information about the Customer held by Archi Imports Limited.