Camco Industries Limited – Terms & Conditions of Trade

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 "**Camco**" means Camco Industries Limited T/A Camco Industries, its successors and assigns or any person acting on behalf of and with the authority of Camco Industries Limited T/A Camco Industries.

1.3 "**Customer**" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting Camco 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 (including, but not limited to, any parts, materials or consumables etc) or Services (including consultation and/or installation services) supplied by Camco 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 Camco'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 Camco 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 Where Camco gives any advice, recommendation, information, assistance or service provided by Camco in relation to Services supplied is given in good faith to the Customer or the Customer's agent and is based on Camco's own knowledge and experience and shall be accepted without liability on the part of Camco. Where such advice or recommendations is not acted upon then Camco shall require the Customer or their agent to authorise commencement of the Services in writing. Camco shall not be liable in any way whatsoever for any damages or losses that occur after any subsequent commencement of the Services.

2.5 The Customer acknowledges and accepts that the supply of Goods:
- (a) on credit shall not take effect until the Customer has completed a credit application with Camco and it has been approved with a credit limit established for the account. In the event that the supply of Goods request exceeds the Customers credit limit and/or the account exceeds the payment terms, Camco reserves the right to refuse delivery; and
- (b) for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, Camco reserves the right to vary the Price with alternative Goods as per clause 6.2.

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. Authorised Representative

3.1 Unless otherwise limited as per clause 3.2 the Customer agrees that should the Customer introduce any third party to Camco as the Customer's duly authorised representative, that once introduced that person shall have the full authority of the Customer to order any Goods or Services 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 Camco in writing that said person is no longer the Customer's duly authorised representative).

3.2 In the event that the Customer's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Customer's behalf, then the Customer must specifically and clearly advise Camco in writing of the parameters of the limited authority granted to their representative.

3.3 The Customer specifically acknowledges and accepts that they will be solely liable Camco for all additional costs incurred by Camco (including Camco's profit margin) in providing any Services, Goods or variation/s requested by the Customer's duly
authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).

4. Errors and Omissions

4.1 The Customer acknowledges and accepts that Camco 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 Camco 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 Camco in respect of the Services.

4.2 In the event such an error and/or omission occurs in accordance with clause 4.1, and is not attributable to the negligence and/or wilful misconduct of Camco; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.

5. Change in Control

5.1 The Customer shall give Camco 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 Camco as a result of the Customer's failure to comply with this clause.

6. Price and Payment

6.1 At Camco's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by Camco to the Customer; or
- (b) the Price as at the date of Delivery of the Goods according to Camco's current price list; or
- (c) Camco'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 Camco reserves the right to change the Price:
- (a) if a variation to the Goods which are to supplied is requested; or
- (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or
- (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, work outside normal business hours, obscured/latent defects which require remedial work, change of design, and any variation to materials choice or availability, colour schemes, etc.) which are only discovered on commencement of the Services; or
- (d) where Camco is requested to store the Customer's Goods or vehicle, or where Goods or vehicles are not collected within forty-eight (48) hours of advice to the Customer that they are ready for collection, then Camco (at its sole discretion) may charge a fee for storage; or
- (e) if during the course of the Services, the Goods cease to be available from Camco's third-party suppliers, then Camco reserves the right to provide alternative Goods, subject to prior confirmation and agreement of both parties; or
- (f) in the event of increases to Camco in the cost of labour or Goods (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond Camco's control.

6.3 Variations will be charged for on the basis of Camco's quotation, and will be detailed in writing, and shown as variations on Camco's invoice. The Customer shall be required to respond to any variation submitted by Camco within ten (10) working days. Failure to do so will entitle Camco 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 Camco's sole discretion:
- (a) a fifty percent (50%) of the contract Price is payable up front and considered a non-refundable deposit; and
- (b) the balance payable on completion of the project.

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 Camco, which may be:
- (a) on delivery of the Goods; or
- (b) on completion of the Services;
- (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 Camco.

6.6 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and Camco.

6.7 Camco may in its discretion allocate any payment received from the Customer towards any invoice that Camco determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer Camco may re-allocate any payments previously received and allocated. In the absence of any payment allocation by Camco, payment will be deemed to be allocated in such manner as preserves the maximum value of Camco'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 Camco nor to withhold payment of any invoice because part of that invoice is in dispute.

6.9 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to Camco an amount equal to any GST Camco must pay for any supply by Camco 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 Delivery ("**Delivery**") of the Goods is taken to occur at the time that:
- (a) the Customer or the Customer's nominated carrier takes possession of the Goods at Camco's address; or
- (b) Camco (or Camco's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.

7.2 At Camco's sole discretion the cost of Delivery is in addition to the Price.

7.3 Camco 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.

7.4 Any time specified by Camco for Delivery of the Goods is an estimate only. The Customer must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. Camco will not be liable for any loss or damage incurred by the Customer as a result of Delivery being late. In the event that the Customer is unable to take Delivery of the Goods as arranged then Camco shall be entitled to charge a reasonable fee for redelivery and/or storage.

8. Risk

8.1 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.

8.2 If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Customer, Camco is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Camco is sufficient evidence of Camco's rights to receive the insurance proceeds without the need for any person dealing with Camco to make further enquiries.

8.3 If the Customer requests Camco to leave Goods outside Camco'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.

8.4 Camco shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Customer. The Customer acknowledges and agrees that in the event that any of this information provided by the Customer is inaccurate, Camco accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.

8.5 The Customer warrants that the structure of the vehicle or equipment in or upon which the Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and Camco shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising should the vehicle or equipment be unable to accommodate the installation.

8.6 In the event that the electrical wiring (including but not limited to power banks, cooling fans, air conditioning, lighting and fuse boxes, etc.) is required to be re-positioned and/or installed, then the Customer agrees to indemnify Camco against any additional costs incurred with such a relocation and/or installation of electrical wiring (including but not limited to power banks, cooling fans, air conditioning, lighting, fuse boxes, etc.). All such variances shall be invoiced in accordance with clause 6.2.

8.7 The Customer acknowledges and accepts that:
- (a) Camco is only responsible for Goods that are replaced by Camco, and that in the event that other components subsequently fail, the Customer agrees to indemnify Camco against any loss or damage to the Goods or the Customer's vehicle, or caused by

the components, or any part thereof howsoever arising; and

8.8
- (a) Goods supplied may:
  - (i) exhibit variations in shade tone, colour, texture, surface and finish. Camco will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur; and
  - (ii) fade or change colour over time; and
  - (iii) expand, contract or distort as a result of exposure to heat, cold, weather; and
  - (iv) mark or stain if exposed to certain substances; and
  - (v) be damaged or disfigured by impact or scratching; and
  - (vi) that all descriptive specifications, illustrations, drawings, data, dimensions and weights stated in Camco'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 Camco.

8.9 Camco, its employees, agents or contractors may test drive or carry out tests of the vehicle at Camco's discretion and may, if requested by the Customer, collect or re-deliver the vehicle where nominated by the Customer. Camco will not be liable to the Customer for any damage which occurs to or is caused by the vehicle during such driving, testing, collection or delivery unless it arises from the reckless or wilful conduct of Camco, its employees, agents, or contractors.

8.10 Camco will accept no responsibility for valuables or other items left in the Customer's vehicle. It is the Customer's responsibility to remove any valuables from the Customer's vehicle prior to commencement of the Services.

8.11 It is the Customer's responsibility to ensure that the Customer's vehicle is insured against all possible damage (including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks) whilst stored at Camco's premises. The vehicle is at all times stored at the Customer's sole risk.

9. Compliance with Laws

9.1 The Customer and Camco 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 health and safety laws relating or any other relevant safety standards or legislation pertaining to the Services.

9.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services.

10. Title

10.1 Camco and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid Camco all amounts owing to Camco; and
- (b) the Customer has met all of its other obligations to Camco.

10.2 Receipt by Camco 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.

10.3 It is further agreed that until ownership of the Goods passes to the Customer in accordance with clause 10.1:
- (a) the Customer is only a bailee of the Goods and must return the Goods to Camco on request;
- (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for Camco and must pay to Camco 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 Camco and must pay or deliver the proceeds to Camco 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 Camco and must sell, dispose of or return the resulting product to Camco as it so directs;
- (e) the Customer irrevocably authorises Camco to enter any premises where Camco believes the Goods are kept and recover possession of the Goods;
- (f) Camco 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 Camco; and
- (h) Camco may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

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

11.1 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 Camco for Services – that have previously been supplied and that will be supplied in the future by Camco to the Customer.

11.2 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 Camco may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
- (b) indemnify, and upon demand reimburse, Camco 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 Camco; and
- (d) immediately advise Camco 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.

11.3 Camco and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.

11.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, and 131 of the PPSA.

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

11.6 The Customer shall unconditionally ratify any actions taken by Camco under clauses 11.1 to 11.5.

11.7 Subject to any express provisions to the contrary (including those contained in this clause 11), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

12. Security and Charge

12.1 In consideration of Camco 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).

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

12.3 The Customer irrevocably appoints Camco and each director of Camco as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer's behalf.

13. Defects and Returns

13.1 The Customer shall inspect the Goods on delivery and shall within fourteen (14) days of delivery (time being of the essence) notify Camco of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Camco 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 Camco has agreed in writing that the Customer is entitled to reject, Camco's liability is limited to either (at Camco's discretion) replacing the Goods or repairing the Goods.

13.2 Goods will not be accepted for return other than in accordance with 13.1 above, and provided that:
- (a) Camco has agreed in writing to accept the return of the Goods; and
- (b) the Goods are returned at the Customer's cost within fourteen (14) days of the delivery date; and
- (c) Camco 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.

13.3 Camco may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of fifteen percent (15%) of the value of the returned Goods plus any freight.

13.4 Subject to clause 13.1, non-stocklist items or Goods made to the Customer's specifications are not acceptable for credit or return.

14. Warranty

14.1 Subject to the conditions of warranty set out in clause 14.2 Camco warrants that if any defect in any workmanship of Camco becomes apparent and is reported to Camco within thirty-six (36) months of the date of Delivery (time being of the essence) then Camco will either (at Camco's sole discretion) replace or remedy the workmanship.

14.2 The conditions applicable to the warranty given by clause 14.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
  - (i) failure on the part of the Customer to properly maintain any Goods; or
  - (ii) failure on the part of the Customer to follow any instructions or guidelines provided by Camco; or
  - (iii) any use of any Goods otherwise than for any application specified on a quote or order form; or
  - (iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
  - (v) fair wear and tear, any accident or act of God.
- (b) the warranty shall cease and Camco shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Camco's consent.
- (c) in respect of all claims Camco shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.

14.3 For Goods not manufactured by Camco, the warranty shall be the current warranty provided by the manufacturer of the Goods. Camco 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.

15. Consumer Guarantees Act 1993

15.1 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 do not apply to the supply of Goods by Camco to the Customer.

16. Intellectual Property

16.1 Where Camco has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of Camco. Under no circumstances may such designs, drawings and documents be used without the express written approval of Camco.

16.2 The Customer warrants that all designs, specifications or instructions given to Camco will not cause Camco to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify Camco against any action taken by a third party against Camco in respect of any such infringement.

16.3 The Customer agrees that Camco may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Camco has created for the Customer.

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 Camco'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 Camco any money the Customer shall indemnify Camco from and against all costs and disbursements incurred by Camco in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Camco's collection agency costs, and bank dishonour fees).

17.3 Further to any other rights or remedies Camco may have under this Contract, if a Customer has made payment to Camco, 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 Camco 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 Camco's other remedies at law Camco shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Camco shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Camco becomes overdue, or in Camco'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 Camco;
- (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.

18. Cancellation

18.1 Without prejudice to any other remedies Camco may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions Camco may suspend or terminate the supply of Goods to the Customer. Camco will not be liable to the Customer for any loss or damage the Customer suffers because Camco has exercised its rights under this clause.

18.2 Camco 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 Camco shall repay to the Customer any money paid by the Customer for the Goods. Camco shall not be liable for any loss or damage whatsoever arising from such cancellation.

18.3 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 Camco as a direct result of the cancellation (including, but not limited to, any loss of profits).

18.4 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.

19. Dispute Resolution

19.1 If a dispute arises between the parties to this Contract then either party shall send to the other party a notice of dispute in writing adequately identifying and providing details of the dispute. Within fourteen (14) days after service of a notice of dispute, the parties shall confer at least once, to attempt to resolve the dispute. At any such conference each party shall be represented by a person having authority to agree to a resolution of the dispute. In the event that the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by certified mail to the other party refer such dispute to arbitration. The arbitration should be under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.

20. Privacy Policy

20.1 All emails, documents, images or other recorded information held or used by Camco is Personal Information as defined and referred to in clause 20.3 and therefore considered confidential. Camco 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"). Camco acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by Camco that may result in serious harm to the Customer, Camco 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.

20.2 Notwithstanding clause 20.1, privacy limitations will extend to Camco in respect of Cookies where the Customer utilises Camco's website to make enquiries. Camco 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 Camco when Camco sends an email to the Customer, so Camco may collect and review that information ("collectively Personal Information")

If the Customer consents to Camco's use of Cookies on Camco's website and later wishes to withdraw that consent, the Customer may manage and control Camco's privacy controls via the Customer's web browser, including removing Cookies by deleting them from the browser history when exiting the site.

20.3 The Customer authorises Camco or Camco'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 Camco from the Customer directly or obtained by Camco 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.

20.4 Where the Customer is an individual the authorities under clause 20.3 are authorities or consents for the purposes of the Privacy Act 1993.

20.5 The Customer shall have the right to request Camco for a copy of the Personal Information about the Customer retained by Camco and the right to request Camco to correct any incorrect Personal Information about the Customer held by Camco.

21. Service of Notices

21.1 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.

21.2 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.

22. Trusts

22.1 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 Camco may have notice of the Trust, the Customer covenants with Camco 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;
- (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 Camco (Camco 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.

23. General

23.1 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.

23.2 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 Waikato, New Zealand.

23.3 Camco 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 Camco of these terms and conditions (alternatively Camco's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).

23.4 Camco may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.

23.5 The Customer cannot licence or assign without the written approval of Camco.

23.6 Camco 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 Camco's sub-contractors without the authority of Camco.

23.7 The Customer agrees that Camco 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 Camco to provide Goods to the Customer.

23.8 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.

23.9 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.

Please note that a larger print version of these terms and conditions is available from Camco on request.

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