

General Terms and Conditions of Trade for the Supply of Services by Parallaxx Limited

1. Parties And Definitions To This Agreement

- 1.1. "Parallaxx" for the purposes of this agreement, shall mean Parallaxx Limited, any person or entity acting for or on behalf of Parallaxx Limited or with the permission or authority of Parallaxx Limited.
- 1.2. "Client" shall mean the entity named as organisation on this form, any person or entity acting for or on behalf of the Client or with the permission or authority of the Client as detailed on any quotation, estimate, Engagement Agreement or notation as provided by Parallaxx to the Client.
- 1.3. "Guarantor" shall mean any person (or persons), or entity, who agrees to be held liable for the debts incurred by the Client in the course of business between the Client and Parallaxx Limited on a principal debtor basis.
- 1.4. "Services" shall mean all services supplied by Parallaxx to the Client and includes (but is not limited to) any recommendations or consultancy advice, client interaction, document review, or preparation, traffic services, procurement support drawing services or administrative support.
- 1.5. "Price" shall mean the price payable for services as agreed between Parallaxx and the Client in accordance with clause 4 of this contract.
- 1.6. "Confidential Information" means Information disclosed by or on behalf of the Client except to the extent the Information is in the public domain otherwise than as a result of unauthorised disclosure of which Parallaxx is aware or ought reasonably to be aware and any reproduction, excerpt, notes or compilation by Parallaxx of, based on, or incorporating, any Confidential Information.
- 1.7. "Information" includes in whatever stage of development, any information, concept, idea, documentation, drawing, design, specification, technique, model, data, source code, development, methodology, algorithm, user manual, flow chart, research, development, process, procedure, diagram, plan, note, pattern, sample, software, "know-how", trade secrets, marketing and development plan, market analysis, information relating to clients or projects, contract fees, pricing policy and financial information, including margin, method of production, use, operation and application, or computer outputs; any improvement, enhancement or modification to other information; whether in written, verbal or electronic form, an original or a copy, considered alone or incorporating any other information, or of a financial, business, commercial, technical or other nature.
- 1.8. "Owner" shall mean the legal owner of any hired equipment.

2. Services

- 2.1. The Services provided shall be described on our invoices, quotation, and/or Engagement Agreement, or any other such correspondence, including verbal, as provided by Parallaxx to the Client.

3. Service & Conduct

- 3.1. Where Parallaxx performs work for you, it will ensure that competent and suitably experienced personnel carry out all work, in a professional manner and in accordance with appropriate standards.
- 3.2. While Parallaxx will make every endeavour to ensure a fully professional approach to all work carried out, it cannot guarantee the results of recommendations as many factors are outside our control. Consequently Parallaxx shall not be liable for any consequences of the provision of services to you, except for consequences arising as a direct result of the proven negligence on the part of Parallaxx.
- 3.3. Parallaxx agrees to act in good faith and deal exclusively with the Client in respect of this work and that neither it nor any of its affiliates will be engaged or involved (whether solely or jointly, directly or indirectly, with any other person or persons, including in a joint venture, a partnership, as a shareholder in a corporate body, as director in a corporate body or as external advisor or consultant) in negotiations or discussions or the supply of any services with any third party in respect of this work, without the prior written consent of the Client.

4. Price And Payment

- 4.1. The price shall be at Parallaxx Limited's sole discretion, one or more of the following:
 - 4.1.1 The price as quoted by Parallaxx to the Client in this quotation. The quoted price or rates shall not alter providing the Client accepts Parallaxx's quote in writing 7 days following the date the quote was provided.
 - 4.1.2 Parallaxx's price as per Parallaxx's current rates as when the service is provided.
 - 4.1.3 Travel may be charged for travel in excess of 40 km road travel per day from the Parallaxx Office of the relevant office. Kilometres travelled in excess of this daily maximum are charged at 77c per km. Time spent traveling in excesses of 30 minutes per day is charged at the current hourly rate.
 - 4.1.4 The use of external suppliers on your behalf will be charged to you at the suppliers prevailing rates including Parallaxx margin.

5. Payment Terms

- 5.1. Payment shall be at Parallaxx Limited's sole discretion one or more of the following:
 - 5.1.1 All invoices shall be paid no later than the 20th day of the following month of the invoice date.
 - 5.1.2 Payment to approved Clients shall be made by instalments in accordance with Parallaxx Limited's payment schedule.
 - 5.1.3 Payments will be made as agreed between Parallaxx and the Client. If no payment arrangement is made or payment terms agreed then payment shall be due as stated on the Invoice in cash, cheque, or by direct credit to Parallaxx Limited's nominated account.
- 5.2. Payment shall not be deemed to have been received unless the payment is made in cash or cleared funds are deposited in Parallaxx Limited's nominated account. Any other form of payment will not be receipted as paid until the transaction is deemed to be honoured.
- 5.3. GST and other taxes and duties that may apply will be added to the Price unless they are expressly included in the Price.

6. Acceptance Of Terms Of Trade

- 6.1. Any engagement of Parallaxx Limited's Services shall constitute acceptance of the Terms and Conditions of Trade of Parallaxx Limited by the Client. Should more than one Client or representative of the Client enter into this agreement the Clients shall be jointly and severally liable for payment in full of the Price.
- 6.2. The terms and conditions of this agreement can only be amended with the written consent of Parallaxx Limited and shall be binding on the Client.

- 6.3. In the event that the Client proposes any change to the structure of the Client's business, a change in Shareholding, Name, Directors, and Premises, postal address, registered office or Sale of the business the Client shall give no less than fourteen (14) days written notice of the proposed change or changes. If any loss is incurred by Parallaxx Limited the Client shall be liable for any loss suffered by Parallaxx Limited due to the Client not complying with this provision.

7. Default and Consequences of Non Payment

- 7.1. If the Client defaults in payment of any invoice when due, the Client shall pay all costs and disbursements incurred by Parallaxx Limited in pursuing the debt including legal costs on a solicitor and own Client basis and Parallaxx Limited's collection agency costs. Disbursements incurred by Parallaxx Limited in pursuing the debt including legal costs on a solicitor and own Client basis and Parallaxx Limited's collection agency costs.
- 7.2. Interest on overdue or unpaid invoices shall accrue from the date when payment becomes due daily until the date payment is received at a rate of 2.5% per calendar month and all interest shall compound monthly before and after any judgement until payment is received in full.
- 7.3. Parallaxx Limited at its discretion may suspend or terminate the supply of goods and/or services should the Client, at any time be in breach of any obligation to Parallaxx Limited (including those relating to payment). Parallaxx Limited will not be liable for any loss or damages the Client has deemed to have suffered because Parallaxx Limited has exercised their rights under this clause.
- 7.4. If any account remains overdue after thirty (30) days then an amount of \$20.00 or 10.00% of the amount overdue (up to a maximum of \$200) whichever is the greater, shall be charged for administration fees and shall become immediately due and payable.
- 7.5. Without prejudice to Parallaxx Limited's other remedies at law, Parallaxx Limited shall be entitled to cancel all or any part of any supply agreement with the Client which remains unfulfilled and all amounts owing to Parallaxx Limited shall, whether or not due for payment, become immediately payable in the event that:
 - 7.5.1 any money payable to Parallaxx Limited becomes overdue of payment, or in Parallaxx Limited's opinion the Client will be unable to meet his payments as they become due; or
 - 7.5.2 the Client 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
 - 7.5.3 a receiver, liquidator, manager (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

8. Right of Cancellation

- 8.1. Parallaxx Limited may cancel any contract to which these Terms and Conditions apply or cancel the delivery of materials products or goods or service at any time before the materials, products or goods and the like are delivered by giving written notice to the Client. On giving notice Parallaxx Limited shall repay to the Client any sums paid in respect of the Price. Parallaxx Limited shall not be liable for any damages or losses arising from such cancellation.
- 8.2. Should the Client cancel any contract with Parallaxx Limited the Client shall be liable for any loss incurred by Parallaxx Limited (including but not limited to loss of profits) up to the time of Cancellation.

9. Intellectual Property

- 9.1. Where Parallaxx Limited has designed, drafted or supplied written Works for the Client, then the copyright in those works and documents shall remain vested in Parallaxx Limited, and shall only be used by the Client. The Client shall not distribute or sell any works or documents to any third party as supplied to the Client by Parallaxx Limited without the written consent of Parallaxx Limited.

10. Confidentiality

- 10.1. Parallaxx agrees:
 - 10.1.1 to take all reasonable steps to preserve and protect the confidentiality of any Confidential Information;
 - 10.1.2 to use and reproduce the Confidential Information solely for the purpose of any services performed in relation to this work, or as the Client may otherwise authorise ("Permitted Purpose"); and
 - 10.1.3 not to disclose the Confidential Information to any other person, except on a need to know basis for the Permitted Purpose (and provided the person to whom the information is disclosed agrees to be bound by confidentiality obligations set out in this document), or as required by law.

11. Privacy Act 1993

- 11.1. The Client and the Guarantor/s (if separate to the Client) authorises Parallaxx Limited to:
 - 11.1.1 collect, use and retain any information about the Client, for the purpose of assessing the Client's creditworthiness or marketing products and services to the Client; and
 - 11.1.2 Disclose information about the Client, whether collected by Parallaxx Limited from the Client directly or obtained by Parallaxx Limited from any other party, 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 Client.
- 11.2. Where the Client and/or Guarantors are an individual the authorities under clause 11.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 11.3. The Client and/or Guarantors shall have the right to request Parallaxx Limited for a copy of the information about the Client and/or Guarantors retained by Parallaxx Limited and the right to request Parallaxx Limited to correct any incorrect information about the Client and/or Guarantors held by Parallaxx Limited.

12. Dispute Resolution

- 12.1. All disputes and differences between the Client and Parallaxx Limited touching and concerning this agreement shall be referred to arbitration 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

13. Damage Waiver on Hired Equipment

- 13.1. If any equipment is hired through Parallaxx, and the hirer has their own insurances relevant to hired fleet, no damage waiver is to be charged.
- 13.2. If any equipment is hired through Parallaxx, where the hirer does not have their own

insurance, damage waiver must be purchased with the hire. This is 12.5% of the hire value + GST.

- 13.3. If the hirer has purchased the damage waiver, the owner agrees to waive its rights to claim against the hirer, except the hirer is liable to pay the owner \$500 or 20% replacement costs of the equipment. Whichever is greater.
- 13.4. The decision as to whether to replace or repair the equipment, is at the owners sole discretion.
- 13.5. Damage waiver will not apply unless the hirer is able to establish to reasonable satisfaction that no exclusions in clause 13.6 applies.
- 13.6. Damage waiver will not apply if the close or damage is caused by the below exclusions:
 - i Physical loss of the equipment;
 - ii Theft of the equipment;
 - iii Misuse, abuse or overloading of the equipment;
 - iv Wrongful conversion of the equipment;
 - v A contravention of these conditions;
 - vi Use of the equipment in violation of any Statutory Laws and Regulations, and/or contrary to any instructions for use of the equipment;
 - vii A lack of maintenance or care of the equipment, whilst in possession of the hirer;
 - viii Transporting to or by the hirer; including loading and unloading;
 - ix Electrical faults;
 - x Events for which the hirer has accepted liability;
 - xi The neglect, recklessness or wilful conduct by the hirer; and/or
 - xii A vehicle is involved in the damage or loss of equipment hired.
- 13.7. The hirer agrees to provide any information required to establish cause of the loss or damage, in the purpose for the owner to assess cause as accurately as possible.

14. General

- 14.1. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the existence, validity legality and enforceability of the remaining provisions shall not be prejudiced, affected or impaired.
- 14.2. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand or as otherwise directed by the Court.
- 14.3. Parallax Limited shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Parallax Limited of these terms and conditions.
- 14.4. In the event of any breach of this contract by Parallax Limited the remedies of the Client shall be limited to damages which under no circumstances shall exceed the contract price for Services provided and limited to the amount of monies paid to Parallax Limited by the Client in part or full whichever is the lesser amount.
- 14.5. The Client shall not be entitled to set off against or deduct from the price any sums owed or claimed to be owed to the Client by Parallax Limited.
- 14.6. Parallax Limited may license or sub-contract all or any part of their rights and obligations without the Client's consent.
- 14.7. Parallax Limited reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Parallax Limited notifies the Client of such change.
- 14.8. The provisions of the Contractual Remedies Act 1979 shall apply to this contract as if section 15(d) were omitted from the Contractual Remedies Act 1979.
- 14.9. Neither party shall be liable for any default due to any act of God, war, terrorism, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 14.10. The failure by Parallax Limited to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Parallax Limited's right to subsequently enforce that provision.