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Terms of Use

1. OVERVIEW AND ACCEPTANCE

(a) ConPac Trading Limited will contract on these terms only unless agreed otherwise in writing.

(b) Receipt of an order from the Buyer will be deemed to be an acceptance by the Buyer of these terms, notwithstanding anything that may be stated to the contrary in the Buyer's inquiries or on the Buyer's orders. The Goods are offered subject to all conditions and warranties implied by law being expressly negated.

2. DEFINITIONS

(a) "Buyer" means the person buying the Goods from ConPac Trading Limited.

(b) "Goods" means the products being purchased by the Buyer from ConPac Trading Limited.

(c) "GST" means goods and services tax payable under the Goods and Services Tax Act 1985. (d) A reference to a "person" includes any individual, firm, company, corporation, government or local body or other legal entity.

3. PRICE AND ORDERS

(a) The price quoted for Goods is based on rates and charges in effect at the date of quotation. All Goods will be charged at the price actually in effect at the time of delivery. Any difference between the rates and charges quoted and those actually in effect at the time of delivery will be to the Buyer's account, unless specifically agreed otherwise in writing at the date of quotation.

(b) All prices are exclusive of GST (if applicable). Orders under \$300 (exclusive of GST) will incur a \$15.00 administration fee.

(c) ConPac Trading Limited may alter the prices of Goods without notice.

(d) ConPac Trading Limited reserves the right to refuse cancellation of any order.

(e) The Buyer shall advise ConPac Trading Limited in writing of any special requirements or unusual uses in respect of the Goods.

4. PAYMENT

(a) Unless ConPac Trading Limited has agreed in writing to extend credit to the Buyer, the terms of payment are: (i) Remittance of cleared funds prior to delivery to a bank account nominated by ConPac Trading Limited, or (ii) Establishment of a confirmed irrevocable letter of credit at sight of bill of lading, drawn on a recognised international banking establishment (applicable to international transactions only).

(b) Invoiced amounts are strictly net unless a specific written agreement to the contrary exists.

(c) ConPac Trading Limited reserves the right to treat each separate delivery of Goods as a separate contract to be paid for as if it were a separate order.



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Terms of Use (Continued)

(d) Payment by cheque or any type of bank transfer will not be considered payment until the payment has been fully cleared through the banking system into ConPac Trading Limited's bank account.

(e) If the Buyer fails to make any payment due to ConPac Trading Limited by the due date the Buyer shall be liable to pay ConPac Trading Limited default interest on the unpaid overdue amount at the then current National Bank of New Zealand Limited overdraft rate for the period (but not less than 15% per annum) during which the amount remains unpaid which interest shall accrue on a daily basis until payment is received by ConPac Trading Limited.

(f) The Buyer shall be liable to pay all expenses and legal costs incurred by ConPac Trading Limited in relation to obtaining a remedy for the Buyer's failure to pay.

(g) The Buyer will make all payments due to ConPac Trading Limited in full without deduction or set-off and will pay goods and services tax and any other government duties, levies or taxes in respect of the Goods.

(h) Where ConPac Trading Limited has agreed in writing to extend credit to the Buyer, payment is to be made by the 20th of the month following date of invoice or delivery of the Goods, whichever is the earlier.

(i) Where ConPac Trading Limited has agreed to extend credit to the Buyer, the credit limit will be as advised by ConPac Trading Limited. ConPac Trading Limited may vary the credit limit from time to time. If ConPac Trading Limited extends further credit beyond the credit limit the Buyer may be required to execute further documentation.

(j) ConPac Trading Limited may at any time or from time to time without assigning any reason, refuse to extend any further credit or require further guarantees.

(k) Notwithstanding clauses 4(h) and 4(i) above, all payments shall immediately become due to ConPac Trading Limited and ConPac Trading Limited may immediately terminate the Buyer's account and this contract if the Buyer refuses to accept delivery of any ConPac Trading Limited, PO Box 22,653, Otahuhu, Auckland, New Zealand Phone +64 9 270 2870, Facsimile +64 9 270 2873 Goods, becomes insolvent, commits an act of bankruptcy, or if a receiver, liquidator or statutory manager is appointed in relation to the Buyer or if the Buyer makes or attempts to make an arrangement or composition with creditors or if ConPac Trading Limited believes on reasonable grounds that the Buyer cannot pay for the Goods

5. RISK AND DELIVERY

(a) Risk in the Goods will pass to the Buyer at the time of delivery.

(b) Goods are offered subject to availability from ConPac Trading Limited suppliers.

(c) Freight and transit insurances for the Goods are to be arranged by the Buyer at the Buyer's cost, unless specified to the contrary.

(d) The Buyer shall be responsible for the cost of delivery of the Goods, unless otherwise agreed in writing.