

CHAIN SCAFFOLDING TERMS AND CONDITIONS OF TRADE

Nothing in these Terms and Conditions of Trade will restrict, negate, modify or limit any of your rights under the Consumer Guarantees Act 1993 where the goods and services acquired are of a kind ordinarily acquired for personal, domestic or household use or consumption and you are not acquiring the goods or services for the purpose of a business or in trade.

DEFINITIONS

"Equipment" means any scaffolding equipment as well as any tools, parts and materials used in the erection, dismantling or cartage of scaffolding equipment that is owned by Us and hired by You. "Goods and Services" shall mean all Equipment, goods, products, services and advice provided by Us to You and shall include without limitation the provision of scaffolding and related services, hireage and sales and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Goods and Services by Us to You. "Quote" means a quote provided by Us for the Hire of Equipment or provision of Goods and Services. "Terms" means these Terms and Conditions of Trade. "We", "Us", "Our" and "Chain Scaffolding" means Chain Scaffolding Limited, its agents, successors or assigns. "NZSA" means NZ Scaffolding Assets Limited. "You" "Your" and "the Client" means the person(s) or entity(ies) named as the customer on the Quote.

CONTRACT

These Terms apply and are incorporated into any contract for the hire of Equipment or provision of services between Us and You. All other terms and conditions are expressly excluded unless otherwise agreed in writing.

A binding contract is deemed to be formed between Us and You when You accept our Quote in person or by telephone or email or instruct Us to provide the Goods and Services.

We may terminate this and/or any other hire agreement between us immediately if You do not make payment of any amounts due to Us on or before the due date for payment, intimate you will not pay any sum by the due date, fail to comply with your obligations under the Terms or suffer an event of insolvency. In such a case we may immediately take steps to recover the Equipment.

If on termination of hire, the Equipment is not returned or made available to Us in good order and condition then hire will continue until the Equipment is cleaned and/or repaired so that it can be hired to other customers. Cleaning and/or repairing of any such Equipment will be at Your expense and immediately payable by You.

If You are more than one legal person or entity then Your liability is joint and several. Any person holding himself or herself out as an agent or employee of Yours is authorised by You to sign for delivery or collection tallies of the Equipment and request moves, dismantling or alteration of the Equipment. You authorise Us to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract, or marketing any Goods and Services provided by Us to any other party.

Without prejudice to any other remedies available to Us and notwithstanding any period of hire specified, We may terminate the hire contract at any time.

QUOTING / PRICING

The price for the Goods and Services shall be as specified in the Quote. Unless otherwise agreed by Us, the Quote shall be valid for thirty (30) days from the date of issue, and the price specified in the Quote shall be exclusive of GST unless specifically stated otherwise.

We reserve the right to alter the Quote because of circumstances beyond Our control.

Hire charges for the Equipment are calculated daily, with a week being charged as seven (7) days.

Unless otherwise agreed by Us, or specifically stated otherwise in the Quote, a Minimum Hire period of 7 days will apply, and Erection, Dismantle & Cartage Costs will be invoiced in full immediately upon completion of scaffold erection.

Where Goods and Services are required by You in addition to those specified in the Quote, You agree to pay for the additional cost of such Goods and Services. If no rate has been agreed for additional work required by You, it will be charged at \$60 per person per hour + travel + GST. Additional work includes all services, modification, moves, repairs or adjustments which are not itemised in the Quote. Any additional Equipment will be charged at Our standard rates of hire.

If engineering or other professional advice is required for the transport, erection, dismantling or use of the Equipment then, unless specifically included in the Quote, any fees or expenses in relation to such advice are payable by You.

PAYMENT

Cash Sales Terms: You must pay the amounts owing to Us without set off or deduction as specified in the Quote. You must pay in full within 3 days of the date of Our invoice.

On Account Terms: You must have completed an Account Application in full, and that application be accepted by Us. Once an Account has been opened, You must pay the amounts owing to Us without set off or deduction as specified in the Quote. You must pay in full on or before the 20th day of the month following the date of Our invoice.

We are entitled to progress payments on contracts running past the end of the calendar month, calculated in accordance with the default provisions for progress payments set out in sections 15-18 of the Constructions Contracts Act 2002.

Payment can be made by Direct Banking, or Cheque, or Credit Card (subject to facility being available). Payments by Credit card will incur a 3% surcharge on the invoiced amount.

You may not withhold "retentions" without prior consent from Us.

Without prejudice to Our other rights and remedies under these Terms or at law if You fail to make payment of any amount due to Us, We may refuse to remove the Equipment and/or charge interest on the amount owing at the rate of 2% per month or part month from the due date for payment until payment is received in full. Any expenses, disbursements and legal costs incurred by Us in the enforcement of any rights contained in the Terms shall be paid by You, including Our reasonable solicitor's fees or debt collection agency fees.

TITLE AND SECURITY

The Equipment is owned by NZSA and leased by Us from NZSA and You will not deal or allow any other person to deal with the Equipment that is in any way inconsistent with the ownership rights of NZSA or Our rights as lessee of the Equipment. You will not sell, transfer, sub-hire, mortgage, pledge, grant any security interest over, deal or part with possession of the Equipment. You will not remove the Equipment from the site where it was originally delivered or erected without Our consent. You will not remove or obscure any identifying marks on the Equipment.

You give Us irrevocable authority to enter any premises occupied by You at which the Equipment is situated, at any time after a default of the Terms by You (or before default if We believe a default is likely) to remove and repossess any equipment and any other property we own to which

Equipment is affixed, attached or annexed to, or to which Equipment is incorporated or installed. We shall not be liable for any costs, damages, expenses or losses incurred by You or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded.

You indemnify Us, Our employees, directors and agents, and will keep Us, Our employees, directors and agents indemnified against liability incurred in connection with repossessing Equipment in accordance with this clause.

PERSONAL PROPERTY SECURITIES ACT

You acknowledge that the hire of the Equipment may create a security interest in the Equipment in favour of Us and NZSA. If so, these terms and conditions constitute a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA"). Such security interest is enforceable by each of Us and NZSA in accordance with section 4 of the Contracts (Privity) Act 1982 and/or the PPSA. All terms in this clause have the meaning given in the PPSA and section references are sections to sections of the PPSA.

At Our request You shall promptly execute any documents, provide all necessary information and do anything else We require to ensure that the security interest created under these Terms constitutes a perfected security interest in the equipment and its proceeds, which will have priority over all other security interests in the Equipment. You will pay to Us all fees and expenses incurred in relation to filing a financing statement in connection with the Equipment. You waive your rights under sections 114(1) (a), 116, 120(2), 121, 125, 126, 127, 129, 131, 132, 133, and 148 of the PPSA.

LIABILITY

We will use our reasonable endeavours to supply and dismantle the Equipment at the time You require it, however, We will not be liable for any costs, losses, damages or claims in relation to any failure or delay in supply or dismantling of the Equipment.

Despite anything else contained in these Terms:

the parties agree and acknowledge that if the Goods and Services supplied by Us and hired or acquired by You are supplied and hired or acquired in trade within the meaning of the Fair Trading Act 1986, that sections 9, 12A, and 13 of the Fair Trading Act 1986 will not apply to the agreement between the parties, and that it is fair and reasonable to exclude their application;

the parties agree and acknowledge that if they are both in trade, and that the Goods and Services supplied by Us and hired or acquired by You are supplied and hired or acquired in trade, that the provisions of the Consumer Guarantees Act 1993 will not apply to the agreement between the parties, and that it is fair and reasonable to exclude their application;

unless these Terms expressly provide otherwise, to the fullest extent permissible by law all warranties, conditions or other terms implied by law are excluded; and

for the purposes of this clause the Client acknowledges that it had a reasonable opportunity to review these Terms, discuss them with Us, and receive advice from its legal advisor, if it wished to do so.

Except as otherwise provided in these Terms, neither We nor NZSA shall be liable for any loss or damage of any kind whatsoever, arising from the supply of Goods and Services by us to You, including consequential loss whether suffered or incurred by You or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods and Services provided by Us to You. You indemnify Us and NZSA against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Us, NZSA or otherwise, brought by any person in connection with any matter, act, omission, or error by Us, NZSA or our respective agents, directors or employees in connection with the Services.

HIRE OF EQUIPMENT

You agree to use the Equipment for the purpose of access only. You agree to: (i) use the Equipment in compliance with all applicable laws and regulations; and (ii) not alter or make any addition or modification to the Equipment. We accept no responsibility for unsafe or improper use, adjustment, erection, dismantling or modification of the Equipment. You agree to advise Us immediately of any damage, vandalism or unauthorised modification to the Equipment and You will not use the Equipment until we have checked, replaced or repaired the damaged or modified items.

If You erect or dismantle the Equipment You agree to do so in accordance with the law and with the services of a qualified scaffolding ticket holder. If You erect or dismantle the Equipment You do so entirely at Your own risk. You are responsible for determining the legal requirements for the erection and dismantling of the Equipment and You agree not to rely on any information or advice from Us, any of Our employees or subcontractors in relation to the erection or dismantling of the Equipment.

You agree to safeguard the Equipment and keep it in good order and condition. All Equipment must be maintained and cleaned by You and at Your expense. You are responsible for all damage to, loss or theft of the Equipment howsoever caused while it is on hire to you or in Your possession. You will not damage or deface any markings on the Equipment. We may inspect the Equipment at any time and you agree to provide access for that purpose.

You will pay us the retail or repair cost of all Equipment which is lost, damaged or stolen while on hire to You. Until such payment is received by us you will continue to be liable for all hire charges in relation to that Equipment. If damaged Equipment can be repaired You will pay us an amount which is equivalent to the cost to repair the damage. Such payment is in addition to any hire or repair costs payable by you.

You shall on request by Us advise of the whereabouts of any Equipment and give Us irrevocable licence to enter any premises within its control for the purposes of inspecting, repairing, testing or removing the Equipment.

The hire of Equipment will be deemed to start on the date of delivery of the Equipment to You and continue until You advise an off hire date of the Equipment to Us. The day of hiring and the day of off hire will both be charged as whole days. There will be no reduction to the charge for weekends, holidays and inclement weather or for any other reason beyond Our control (including (without limitation) strikes, lockouts, and cessation of labour, transport delays and Government interference or control).

MISCELLANEOUS

You will at Your expense procure the permission of any landowner, lessee, licensee or occupier of any land upon which the Equipment is to be used, stored or erected. You will at Your expense notify any government or local authority of the erection or use of the Equipment.

If any provision in the Terms shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.

You must not assign or transfer all or any part of Your rights or obligations under these Terms and Conditions without Our prior written consent. We may assign any rights or obligations without your approval as well as subcontract any obligations to third parties.

When appropriate, the parties agree that the Construction Contracts Act 2002 applies.