



# STANDARD TERMS & CONDITIONS

## WELCOME TO AUCKLAND LAB

Thank you for using our goods and services (“Services”). All services are provided by ACT NZ LIMITED trading as Auckland Lab (“Auckland Lab”) located at

Unit E & H (C3), 1066 Great South Road,

Mount Wellington, Auckland 1060

New Zealand.

By using our goods and services, you are agreeing to these Terms and Conditions (“Terms”). Sometimes additional terms will be available with a specific Services offered and those will also be part of the agreement if you use those Services.

## TERMS OF QUOTATION & PAYMENTS

All quotes provided by Auckland Lab include GST for NZD currency (except for USD and AUD currencies) and do not include other costs (like freight & handling charges, customs clearance etc) which are incurred by the project, such costs will be included in the final or separate invoice.

Any price negotiation must be in writing and authorised before the start of the project. Initial quotation does not include re-testing or compliance review or development work for the project, where product do not meet the relevant standard or specific market regulatory requirements. Such processes will incur additional charges will be included in the final or separate invoice.

We may require a preliminary deposit before beginning our Services. Until the credit history is being established by new customers, 50% or 100% deposit of the quoted fees will be required prior to commence the project or Services.

Customers shall pay full amount owed to Auckland Lab regardless of the results of the project. Invoices shall be issued periodically based on the project status by end of the month.

In the case of testing that is scheduled to require greater than 30 days elapsed time, an invoice will be issued on the last day of each month during the testing until the testing is complete and a final invoice can be prepared or for testing that is placed on hold for the reasons outside the control of Auckland Lab (i.e., waiting for delivery of an updated sample/component/production information).

Customers shall remain liable for all unpaid invoices and agree to pay reasonable collection costs including solicitor’s(legal) fees incurred by the Auckland Lab in the event of late or non-payment recovery.

If the owed amount is not paid by the due date, then Auckland Lab may refuse delivery of further services and stop further credit facilities. At the Company’s sole discretion,



customers bear interest from the date of the invoice at the rate of 1% per month or maximum legal rate until paid in full (or at such rate as shall be in force at the date of purchase).

## CREDIT LIMIT

The Company may cancel orders in respect of any undelivered services or may withhold delivery of future orders if the Customer's accounts are not cleared by due date on the invoices or have specific agreement in written.

## CUSTOMER RESPONSIBILITIES

Our Services are based and quoted assuming certain customer responsibilities as defined below, are met. If any of these responsibilities are not met, we may be unable to perform our Services fully, this may result in non-completion of the project, or project placed on hold for further supporting documentation or sample modification and may incur additional costs which will be reflected in the final or separate invoice.

1. Written authorization must be providing to act on your behalf or consult with your local representative or anyone about the project if necessary.
2. Ensure that supplied data and files about the project are retrievable and made available to Auckland Lab for the project purpose.
3. If requested, provide us with accurate and complete documentation for the project with samples.
4. Approving any expenses related to the specific project like renewal and maintenance fees, including travel and living costs, factory or manufacturing unit visits.
5. Ensure relevant documentation, Bill of materials, Circuit diagrams, Drawings, approval certificates on components, components rating/datasheets, instruction manuals, installation/operating manuals, artwork for rating labels and/or packaging is provided in accordance with the testing/certification scheme.
6. The product is usually required to display a rating label or agreed marking details which are supplied to include in the test report.
7. Testing cannot be commenced until all necessary documentation is provided.
8. Pay for customs clearance and shipping costs for the samples.
9. If the equipment has not complied, then additional testing or assessment may be required. In this case, any additional test or assessment or development work costs are not included within the initial quotation and incur additional charges.
10. Any certification or third-party services are outside the scope of the testing and shall not be liable for any results or outcomes.



11. Auckland Lab shall under no circumstances be liable for any losses or costs incurred during the project.
12. Samples submitted for testing may be damaged during the course of testing and may be unsuitable for further use. Auckland Lab shall not be liable for any damage to test samples or submitted equipment for any reason whatsoever.
13. All samples, will be sent t
14. In no event shall Auckland Lab or its employees, be responsible to anyone for whatever use or non-use is made of the information contained in the test reports and opinion letters. And do not incur any obligation or liability for damages.
15. We shall terminate or cease any Services in the event that customer breach any of these terms and conditions.

#### OWNERSHIP RESERVED

It is expressly agreed that ownership is reserved and legal and equitable title to and property in all services supplied by the Company is and remains vested in the Company until payment in full has been received by the Company.

#### ELECTRONIC ACCEPTANCE

These Services and quotation may be executed and delivered by email, PDF, or by means electronic signature (like XERO quotation). By clicking on the word "ACCEPT" on the XERO quotation will create a valid binding service agreement. Alternatively, clients can also reply to sender via email to ACCEPT the quote or by signing the quote and return to sender.

By accepting the quotation, you have read and agreed to the referenced Terms and authorized us to commence work on the Services mentioned.

#### PERSONAL PROPERTY SECURITIES ACT 1999 ('PPSA')

1. The Customer grants to the Company a purchase money security interest in all present and after-acquired services, supplied by the Company to the

Customer described in any:

- (a) quotation from the Company to the Customer;
- (b) contract between the Company and the Customer including, without limitation, documentation (electronic or otherwise) supplementary to that contract and incorporated into that contract by reference or otherwise;
- (c) purchase order or any other order for goods from the Customer;
- (d) dispatch order, invoice, statement or remittance advice from the Company to the Customer.



2. At the request of the Company, and until all and any amounts due to the Customer have been paid in full, the Customer will promptly execute any documents and do anything else required by the Company to ensure that any security interest created constitutes a perfected security interest over all goods supplied by the Company. This obligation extends to providing the information required by the Company to complete and register a financing statement or financing change statement.

3. The Customer will not, without the prior written consent of the Company, agree to allow any person (including the Customer) to file a financing statement over any services supplied by the Company while the Customer is liable to the Company for any debt.

4. The Customer will notify the Company immediately if the Customer becomes aware of any person taking any steps to file a financing change statement against any services supplied to the Customer by the Company.

5. The terms 'security interest', 'purchase money security interest', 'perfected security interest', 'personal property', 'financing statement' and 'financing change statement' referred to in the above clauses have the meanings given by the PPSA.

## PRIVACY POLICY

1. The Customer authorises the Company:

(a) To collect and retain and use personal information about the Customer the information contained in this document) for the following:

- (i) Assessing the Customer's credit worthiness.
- (ii) Administering the financing, whether directly or indirectly of the Customer contracts(s) and enforcing the Company's rights there under.
- (iii) Marketing goods and services provided by the Company.

(b) To provide the information:

- (i) to any person for the foregoing purposes
- (ii) to employees and agents of the Company and any other person, in the ordinary course of business, for any of the foregoing purposes
- (iii) to credit agencies for the purpose of maintaining effective credit records.



2. The Customer acknowledges:

(a) that the information is held by the Company at the address specified in this document, notwithstanding that it may also be held elsewhere by the Company and other persons for the purposes described above.

(b) that where information can be readily retrieved the Customer shall have access to it, the right to request correction and the right to be notified of action taken in response to any such request, subject to payment of any reasonable charge.

(c) that the aforesaid authorisations are irrevocable.

You authorize us to transmit unencrypted confidential information and other data through the internet or a public network or email address on public network or other locations if necessary for the project to perform our Services. In this case, you acknowledge that we cannot guarantee the privacy and confidentiality of such transmissions and agree that we shall not be liable for any damages resulting from such transmissions. In the event that, Client becomes aware or has a suspicion that a third party is improperly utilizing the information, Client must notify Auckland Lab immediately and necessary actions will be taken.

Auckland Lab collect information from customers, during the registration process to offer our Services. We are committed to protecting the information we receive from customers while interacting with our Services. We take appropriate security measure to protect your information using stringent procedures and guidelines as per IANZ requirements.

We may disclose your information to third party if necessary with your authorization.

While no computer system is completely secure, we believe the measures we have implemented reduce the likelihood of security problems to a level appropriate to the type of data involved.

EMAIL Choice/opt-out

MARKETING

SUBCONTRACTING

If you have any questions or concerns regarding this Privacy Policy please contact us at below or contact the project coordinator:

ACT NZ LTD trading as Auckland Lab

PO Box 64126, Botany, Auckland 2163 NZ

+64 (0)9 972 0866

service@aucklandlab.co.nz



## WARRANTY AND INDEMNITY

We offer our Services to a reasonable professional level of skill and we hope that you will be pleased by using them. But there are certain things that we don't promise about our Services. Some government *Act and Regulations* will always over rules the implications in certain jurisdiction.

We do not guarantee, warranty or provide any assurance that our Services, our opinion, or findings will be recognized or accepted by third parties.

Any results provided by Auckland Lab are applicable only to the sample(s) tested and shall not be liable for any variance between reported results and the characteristics of other samples. Additional verification assessment on the samples to be conducted to check quality, performance and integrity of the product specifications, so this liability is upon manufacturer/suppliers, importers and retailers.

*You will defend, hold harmless, and indemnify us and our officers, directors, trustees, employees, agents, or subcontractors against all claims made by any third party for loss, damage, or expense arising out of the performance or non-performance of any Services, or the Web Services*

To the extent permitted by law, we exclude all warranties.

## RETURNS

Auckland Lab reserves the rights to charge, freight & handling cots on the samples to return to the customers. Samples shall be sent to e-recycle, if they are not returned or collected by the customers after project completion (2 months for testing samples).

## ERRORS OR OMISSIONS

Clerical errors or omissions, whether in computation or otherwise in any quotation or test reports or other documentation or acknowledgements or invoice, shall be subject to correction.

## PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

If the Customer is a company or trust, the director(s) or trustee(s) signing this contract, in consideration of the Company agreeing to supply goods and grant credit to the Customer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to the Company the payment of any and all monies now or hereafter owed by the Customer to the Company and indemnify the Company against non-payment by the Customer. Any personal liability of a signatory hereto shall not exclude the Customer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Customer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.



## LEGAL FORUM

Any disputes or disagreement, except non-payment of invoices, relating to these terms and conditions or Services will be resolved or settled confidentially binding to New Zealand law. An independent person or body officially appointed to settle a dispute will not have authority to add, change or disregard any of these terms and conditions to award judgement to exceed limited liability.

Any dispute or legal obligations between customers and Auckland Lab shall be filled in and be heard at the Dispute Tribunal or New Zealand Courts.

These Terms are subjected to and shall be governed by New Zealand law. Terms shall only be in 'English' language only.

## VALIDITY

If a term or condition herein is held by a Court to be unenforceable then such term or condition shall be severed from all other terms and conditions without affecting the enforceability of those other terms and conditions.

## FORCE MAJEURE

Auckland Lab shall not be liable to the Client for any loss or damaged directly or indirectly arising out of or in connection with any delay in delivery of the goods or failure to perform any term of this contact where such delay or failure is caused directly or indirectly by an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials, facilities, accidents, interruptions of, or delays in transportation of any other cause beyond Auckland Lab control.