

Subject to the following terms and conditions:

1. Payment

Payment is required in full on completion of any work, or supply of any product or service, unless an approved credit account is held with Envirostate in which case payment is due on the 20th of the month following the date of invoice. All payments made to Envirostate must be made in full without deduction by way of set-off, counter claim or otherwise. If payment is delayed, Envirostate reserve the right to charge interest at the rate of 3% per month on all outstanding amounts, calculated daily and charged monthly. Envirostate reserve the right to charge the client all legal costs, and any other costs of recovering or attempting to recover any amount due to us. See item 23 for a description of example recovery charges.

2. Credit Account

Envirostate may at any time in its sole discretion without notice to the client terminate the client's credit account with Envirostate and all amounts outstanding become immediately due by the client to Envirostate. Envirostate does not give credit to any organisation that is not an official Envirostate client. All invoices are invoiced directly to the related Envirostate client. No third party arrangements are entered in to.

3. GST

Unless otherwise stated in our quotation, all prices are GST exclusive. GST will be added at the current rate to all quoted prices and must be met by the client. The client must meet any alteration in the rate of GST.

4. Quotations

Quotations are based on information provided by the client at the time of quoting work. Any subsequent changes in client's instructions from originally stated requirements may incur extra charges. Verbal estimates or quotes will not be considered binding in any way whatsoever.

5. Acceptance of Work by Envirostate

Envirostate reserves the right to reject any work or offer of work without stating a reason.

6. Acceptance of Quotation by the Client

A quotation is accepted by the client when a signed work order is sent to Envirostate. If the work is not started within 30 days of the date on which the work order states the quotation does not necessarily hold good.

7. Variations

If a variation to the work order is required the client must supply written notice of the variation to Envirostate. The client will be invoiced for all work undertaken and expenses incurred at the time of receiving the notice of variation. Variations will incur additional expenses that will be agreed with the client before Envirostate undertakes any work that varies from the original work order.

8. Quotation Conditions

Unless otherwise stated in our written proposal, quotations are based on the assumption that all pre-work checklist requirements will be met. Additional work required to meet the checklist requirements may incur extra costs and jeopardise any deadline that may have been agreed upon.

9. Information to be supplied by the client

Envirostate is not to be held responsible for the quality, accuracy or any delay in the information to be supplied by the client.

10. Delay

Envirostate is not to be held responsible for any delay in delivery or any failure to perform any other obligations under this agreement caused directly or indirectly by any act of God, breakages of machinery, labour disputes, severe economic dislocation or any delay arising out of any unexpected or exceptional cause beyond the reasonable control of Envirostate.

11. Client's Property or Property Supplied

a) Client's property and all property supplied to Envirostate by or on behalf of the client will be held by Envirostate at the client's risk. The total liability of Envirostate to the client in contact or tort or otherwise for any loss or damage to clients property whilst stored for or on behalf of the client will not exceed the agreed, or charged price for the intended work or product produced from that property under any circumstances.

b) Every care will be taken to secure the best results where materials, elements or equipment are supplied by the client, but responsibility will not be accepted for imperfect work caused by defects in, or unsuitability of such materials, elements or equipment.

12. Confidentiality

Envirostate maintains the strict confidentiality of all information supplied by the client. When requested by the client, a confidentiality agreement will be drawn up and agreed to before commencing work. Envirostate holds no liability whatsoever for any losses incurred by the client arising from the disclosing of confidential information to Envirostate.

13. Intellectual Property

Envirostate shall retain copyright of all intellectual property prepared by Envirostate. The Client shall be entitled to use them or copy them only for the Works and the purpose for which they are intended. The ownership of data and factual information collected by Envirostate and paid for by the Client shall, after payment by the Client, lie with the Client. The Client may reproduce drawings, specifications and other documents in which Envirostate has copyright, as reasonably required in connection with the project but not otherwise. The Client shall have no right to use any of these documents where any or all of the fees and expenses payable to the Envirostate have not been paid in accordance with this Agreement.

14. Client's Verbal Instructions

No responsibility is accepted for errors or omissions due to oversight or misinterpretation of the client's verbal instructions. Full payment for the work will be required regardless of errors or omissions discussed verbally.

15. Liability

a) Envirostate will not be held liable for indirect or consequential loss or for any loss to a client arising from third party claims occasioned by errors or omissions in carrying out the work or by delay in delivery.

b) Envirostate will not be held liable for direct or consequential loss or for any loss to a client arising from delay in delivery, or failing to meet deadlines unless agreement has been made in writing by us to provide a particular product or service by particular and definite date and time.

c) The total liability of Envirostate to the client in contract or tort or otherwise for any loss, damage or injury directly or indirectly arising from any error, defect or omission in or non-compliance of the product or any other breach by Envirostate under this agreement will not exceed the charged price for the product or service under any circumstance.

d) Envirostate is not liable to the client for any incidental, economic or consequential loss or damage arising from any breach of this agreement.

e) The Client indemnifies Envirostate against any claim, loss or damage Envirostate Limited may suffer arising directly out of the breach of no-observance of any obligation imposed on the client by this agreement.

16. Claims

Any complaint in regard to the service or product provided by Envirostate must be made in writing within 14 days of receipt of product or service, beyond which period no claim will be entertained. Claims for any loss or damage or deterioration of or to any product while in transit must be made by the client to the relevant transport company or in writing to Envirostate.

17. Guarantee

Where the client is a company, the signatories of the credit application jointly and severally personally guarantee the due and punctual observance and performance by the client of these terms of trade and are liable to Envirostate as principal debtors, notwithstanding that the credit application may have not been signed in accordance with the articles of the client's company.

18. Severability

If any part, term or provision of this agreement is illegal, invalid or unenforceable, such part, term or provision is deemed deleted from this agreement.

19. Assignment

Envirostate may assign to any other person any debt or part of a debt owing by the client to Envirostate. Any assignee is entitled to claim full rights of set-off or counter claim against the client, its charge-holders or successors in respect of the debt or part of the debt assigned.

20. Governing Law

This agreement is construed under the laws of New Zealand and is subject to the non-exclusive jurisdiction of the New Zealand Courts.

21. Waiver

No failure, delay or partial exercise by Envirostate in respect of any rights, powers and remedies under this agreement operates as a waiver nor is any waiver in respect of one breach deemed to be a waiver of any other branch.

22. Privacy Act 1993

The information contained in this credit application has been collected and is held by Envirostate for credit enquiry and control purposes. The client acknowledges that under the Privacy Act 1993 it has the rights of access to and correction of this information. The client authorises the collection, disclosure and exchange of information with any other party in relation to this credit application. The client agrees the information gathered may be used to advise him/her of Envirostate's other products.

23. Recovery cost schedule on overdue accounts

\$30 – resending invoice or statement

\$30 – final reminder notice

\$50 – interest charge notice

\$50 – referral to collection agency or lawyer

\$Variable charges - collection agency charges and/or legal fees

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