



TERMS OF TRADE

1. Terms

- 1.1 All goods and services supplied by Pacific Aero Coatings (2014) Ltd (Pacific Aero Coatings) to the customer will be upon these terms of trade (Terms) unless otherwise agreed in writing. These Terms supersede any previous terms and conditions agreed between the parties and govern the supply of services and or goods by Pacific Aero Coatings to the customer.
- 1.2 The contract between Pacific Aero Coatings and the customer is solely based on these terms and any other terms agreed in writing. Oral representations, statements, warranties, conditions or agreements do not form part of the contract. If there is a conflict between these terms and any other terms agreed in writing by Pacific Aero Coatings and the customer, then the other written terms will prevail.

2. Payment

- 2.1 The price for the goods and services will be as quoted in writing by Pacific Aero Coatings to the customer. In the absence of a written quote, Pacific Aero Coatings standard charges apply. All quotes and charges are expressed as exclusive of GST and GST will be payable by the customer in addition to such payment.
- 2.2 Payment is due on the date specified in Pacific Aero Coatings quote. If no date is specified payment is required on the date specified in writing by notice given by Pacific Aero Coatings. If the customer fails to make payment on the due date specified by Pacific Aero Coatings, the customer will pay interest from the due date until payment at the rate of at 20% per annum on the total balance due by the customer from the due date for payment until payment is received.
- 2.3 If payments are in default Pacific Aero Coatings may stop work and retain possession of the aircraft, component or other item which is being worked on until full payment is received.
- 2.4 Pacific Aero Coatings retains ownership of any goods supplied until full payment is received.
- 2.5 The customer grants Pacific Aero Coatings a security interest in the property of the customer which is being worked on by Pacific Aero Coatings and authorises Pacific Aero Coatings to register a security interest on the Personal Property Securities Register (PPSR) in respect of such property and any goods supplied by Pacific Aero Coatings as security for payment for goods and services supplied by Pacific Aero Coatings.
- 2.6 Any expenses, disbursements and legal costs incurred by Pacific Aero Coatings in the enforcement of any rights contained in these Terms will be paid by the customer, including lawyer's fees or debt collection agency fees.

3. Supply of Services and Goods

- 3.1 Pacific Aero Coatings will:
 - (a) Use reasonable skill and care in providing services.
 - (b) Supply goods and or services in accordance with any specifications or standards that may be set out in any quote issued by Pacific Aero Coatings.
 - (c) Not be liable for any delay or non-performance providing goods or services.
 - (d) Not be obliged to accept any order for goods or services.
- 3.2 Pacific Aero Coatings may withdraw a quotation for the supply of goods and services at any time before it is accepted by the customer. All quotations will lapse without notice 30 days after given.

4. Liability

- 4.1 The liability of Pacific Aero Coatings in respect of the supply of goods and or services and under any contract with the customer will be limited to (at Pacific Aero Coatings discretion) the re-supply of services and or goods or the refund of the contract price paid by the customer.
- 4.2 With the exception of express warranties contained in these Terms, all warranties and in respect of goods and services supplied are excluded to the extent permitted by law. The guarantees in the Consumer Guarantees Act 1993 will not apply unless the customer is acquiring the goods and services as a consumer (as that term is defined in the Consumer Guarantees Act 1993).
- 4.3 Pacific Aero Coatings will not be liable to the customer or any other party for any loss or damage arising directly or indirectly in connection with Pacific Aero Coatings services or goods, their use, misuse or otherwise including (but without limitation) any loss of profit, business, revenue, goodwill or anticipated savings.
- 4.4 Pacific Aero Coatings will not be liable to the customer or any other party for consequential, special, punitive or exemplary loss, damage or liability arising directly or indirectly out of or related to the contact for the supply of goods and or services or failure to supply goods and or services by Pacific Aero Coatings whether in contract, tort, for breach of statutory duty or any other principle of legal liability.

5. Intellectual Property

- 5.1 The customer agrees that Pacific Aero Coatings is the owner and or licensee of intellectual property rights in systems and documentation, know-how and other intellectual property which may be utilised in the services or goods provided to the customer and that the customer obtains no rights and or interest in such intellectual property by virtue of its purchase of the services and or goods from Pacific Aero Coatings.

6. Force Majeure

- 6.1 Pacific Aero Coatings will not be responsible for any failure or delay in complying with the terms of any contract with the customer where such failure or delay results from events beyond its reasonable control.

7. Miscellaneous

- 7.1 Pacific Aero Coatings may use third party contractors in supplying goods or services to the customer.
- 7.2 The customer may not assign any of its rights or obligations under these Terms without the prior written consent of Pacific Aero Coatings.
- 7.3 Every notice given under these Terms will be sufficiently given if delivered personally, posted or successfully emailed to the intended recipient at his/her or their last know address or email address.
- 7.4 These Terms will be governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the Courts of New Zealand.