

## C&S EVEREST LTD T/A HMR CONTRACTING – TERMS & CONDITIONS OF TRADE

### 1. INTRODUCTION

- 1.1 The following Terms are applicable to the provision of Works by HMR.
- 1.2 These Terms may only be amended with consent of both parties in writing.
- 1.3 Where the Client has entered into a separate agreement with HMR, these Terms shall also apply except to the extent that there is any inconsistency between these Terms and the separate agreement, in which case the relevant provision of the separate agreement shall prevail.

### 2. DEFINITIONS

- 2.1 **"Agreement"** means the Terms contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Agreement.
- 2.2 **"Client"** means the person/s ordering the Works as specified in any invoice, document, or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 2.3 **"Force Majeure"** means any event outside the reasonable control of HMR.
- 2.4 **"HMR"** means C & S Everest Limited, its successors and assigns, or any person acting on behalf of and with the authority of C & S Everest Limited.
- 2.5 **"Personal Information"** means any information that identifies or can be used to identify the Client, directly or indirectly. Examples of Personal Information include, but are not limited to, first and last name, gender, date of birth, email address, physical address, occupation, IP address, or other demographic information.
- 2.6 **"Price"** means the Price payable for the Works as agreed between HMR and the Client in accordance with clause 6 below.
- 2.7 **"Quote"** means a written offer from HMR to the Client to provide the Works for a specified price subject to the terms and conditions of such offer and these Terms.
- 2.8 **"Terms"** means the terms and conditions set out in this Agreement.
- 2.9 **"Works"** means all services or goods provided by HMR to the Client (where the context permits the terms "Work". "Works" or "Materials" shall be interchangeable for the other), including any recommendation or consultancy advice, at the Client's request.

### 3. ACCEPTANCE

- 3.1 The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these Terms if the Client places an order for or accepts delivery or provision of any Works.
- 3.2 HMR may vary these Terms from time to time and will provide the Client with replacement Terms. If HMR makes changes to these Terms, then those changes will take effect from the date on which HMR notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes further request for HMR to provide any Works to the Client.

### 4. CHANGE IN CONTROL

- 4.1 The Client shall give HMR no less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or fax number/s, or business practice). The Client shall be liable for any loss incurred by HMR as a result of the Client's failure to comply with this clause.

### 5. QUOTATION

- 5.1 A Client's acceptance of a Quote constitutes an agreement to purchase Works on the terms and conditions of that Quote and these Terms.
- 5.2 Where a Quote is given by HMR, that Quote shall be valid for the term specified in the Quote. If no term is specified, the Quote is valid for thirty (30) days from the date of the issue.

- 5.3 HMR reserves the right to amend any Quote, by notice to the Client, before acceptance of the Quote by the Client.
- 5.4 HMR reserves the right to amend any Quote, by notice to the Client, at any time prior to the supply of the Works, where the amendment is due to an increase in the cost to HMR that is beyond the control of HMR.
- 5.5 Quotes do not cover unforeseen ground conditions that may incur damages or extra costs for remediation.
- 5.6 Quotes are prepared in accordance with information provided to HMR by the Client. HMR will not be liable, nor will it be bound by a Quote where:
  - (a) The Client provided HMR with inaccurate information, or any information was omitted; and/or
  - (b) the Client makes any variations to the Works quoted for.

### 6. PRICE AND PAYMENT

- 6.1 At HMR's sole discretion the Price shall be either:
  - (a) as indicated on HMR's Quote (subject to clauses 5.3 and 5.4) which shall be binding upon HMR provided that the Client shall accept HMR's quotation in writing within fourteen (14) days; or
  - (b) as indicated on invoices provided by HMR to the Client in respect of the Works provided.
- 6.2 At HMR's sole discretion a non-refundable deposit may be required.
- 6.3 HMR reserves the right to change the Price:
  - (a) if a variation to the Materials which are to be supplied is requested; or
  - (b) if a variation to the Works originally scheduled (including any applicable plans or specifications) is requested; or
  - (c) where additional Works are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, unforeseen or unanticipated ground conditions) which are only discovered on commencement of the Works; or
  - (d) in the event of increases to HMR in the cost of labour or materials which are beyond HMR's control.
- 6.4 Time for payment for the Works being of the essence, the Price will be payable by the Client on the date/s determined by HMR, which may be:
  - (a) on completion of the Works; or
  - (b) before completion of the Works; or
  - (c) by way of progress payments in accordance with HMR's specified progress payment schedule. Such progress payment claims may include the reasonable value of authorised variations and the value of any Materials delivered to the site but not yet installed;
  - (d) the date which is seven (7) days following the date of any invoice given to the Client by HMR; or
  - (e) failing the standard seven (7) days, along with prior arrangement, the date specified on any invoice or other form as being the date for payment.
- 6.5 Payment may be made by cash, electronic/on-line banking, or by any other method as agreed to between the Client and HMR.
- 6.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to HMR an amount equal to any GST HMR must pay for any supply by HMR under this or any other agreement for the sale of the Materials. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

### 7. DEFAULT AND CONSEQUENCES OF DEFAULT

- 7.1 If the Client fails to pay any sum owed to HMR, the Client shall pay interest on the amount outstanding. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of five percent (5%) per

- calendar month (and at HMR's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 7.2 If the Client owes HMR any money the Client shall indemnify HMR from and against all costs and disbursements incurred by HMR in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, HMR's collection agency costs, and bank dishonour fees).
- 7.3 Without prejudice to any other remedies HMR may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these Terms, HMR may suspend or terminate the supply of Works to the Client. HMR will not be liable to the Client for any loss or damage the Client suffers because HMR has exercised its rights under this clause.
- 7.4 Without prejudice to HMR's other remedies at law HMR shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to HMR shall, whether or not due for payment, become immediately payable if:
- any money payable to HMR becomes overdue, or in HMR's opinion the Client will be unable to make a payment when it falls due;
  - the Client becomes insolvent or bankrupt, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.
- 8. PROVISION OF THE WORKS**
- 8.1 Subject to clause 8.2 it is HMR's responsibility to ensure that the Works start as soon as it is reasonably possible.
- 8.2 The Works commencement date will be put back and the completion date extended by whatever time is reasonable in the event that HMR claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond HMR's control, including but not limited to any failure by the Client to:
- make a selection; or
  - have the site ready for the Works; or
  - notify HMR that the site is ready.
- 8.3 Any time or date given by HMR to the Client is an estimate only. HMR shall not be liable for any loss or damage whatsoever due to failure by HMR to deliver the Works (or any part of them) promptly or at all, where due to circumstances beyond the reasonable control of HMR.
- 8.4 The Works shall be deemed to be completed when:
- the Works carried out under this Agreement and any other separate agreement, have been completed in accordance with these Terms and the terms of the separate agreement; and
  - The Client is issued a Notice of Practical Completion.
- 9. LICENSING AND SUB-CONTRACTING**
- 9.1 HMR may licence and/or assign all or any part of its rights and/or obligations under the Agreement without the Client's consent.
- 9.2 The Client cannot licence or assign without the written consent of HMR.
- 9.3 HMR can sub-contract out all or any part of the Works without the Client's consent but shall not be relieved from any responsibility or obligation under this Agreement by doing so.
- 10. RISK**
- 10.1 Risk of damage to the Works or loss of the Materials passes to the Client on delivery and the Client must insure the Materials on or before delivery.
- 10.2 If any of the Materials are damaged or destroyed following delivery but prior to ownership passing to the Client, HMR is entitled to receive all insurance proceeds payable for the Works.
- 10.3 If HMR retains ownership of the Materials under clause 13 then:
- where HMR is supplying Materials only, all risk for the Materials shall immediately pass to the Client on delivery and the Client must insure the Materials on or before delivery. Delivery of the Materials shall be deemed to have taken place immediately at the time that either:
    - the Client or the Client's nominated carrier takes possession of the Materials at HMR's address; or
    - the Materials are delivered by HMR or HMR's nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address).
  - where HMR is to both supply and install Materials then HMR shall maintain a contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall immediately pass to the Client.
- 11. WORKSITE ACCESS AND CONDITIONS**
- 11.1 The Client shall ensure that HMR has clear and free access to the worksite at all times to enable them to undertake the Works. HMR shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of HMR.
- 11.2 It is the intention of HMR and agreed by the Client that it is the Client's responsibility to provide HMR, while at the site, with adequate access to available water, electricity, toilet and washing facilities.
- 11.3 It shall be the Client's responsibility (where applicable) to ensure that, prior to commencement of the Works:
- all gas and electricity be cancelled or disconnected (from the main supply at the street);
  - [a safety fence is erected around the perimeter of the worksite to ensure public safety;
  - the Client will supply access to toilet, waste disposal amenities, eating and first aid facilities, if required; and
  - the Client must advise HMR of the precise location of all underground services on the worksite and clearly mark the same:
    - the underground mains and services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connection, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on the worksite.
- 11.4 Whilst HMR will take all reasonable care to avoid damage to any underground services, the Client agrees to indemnify HMR in respect of all and any liability claims, loss, damage, costs, and fines as a result of damage to services not precisely located and notified as per clause 11.4 (d)(i).
- 12. COMPLIANCE WITH LAWS**
- 12.1 The Client and HMR shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Works.
- 12.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Works.
- 12.3 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
- 13. RETENTION OF TITLE**
- 13.1 HMR and the Client agree that ownership of the Materials shall not pass until:
- the Client has paid HMR all amounts owing to HMR; and
  - the Client has met all of its other obligations to HMR.
- 13.2 Receipt by HMR of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared, or recognised.
- 13.3 It is further agreed that:

- (a) until ownership of the Materials passes to the Client in accordance with clause 13.1 that the Client is only a bailee of the Materials and unless the Materials have become fixtures must return the Materials to HMR on request.
  - (b) the Client holds the benefit of the Client's insurance of the Materials on trust for HMR and must pay to HMR the proceeds of any insurance in the event of the Materials being lost, damaged, or destroyed.
  - (c) the production of these Terms by HMR shall be sufficient evidence of HMR's rights to receive the insurance proceeds direct from the insurer without the need for any person dealing with HMR to make further enquiries.
  - (d) the Client must not sell, dispose, or otherwise part with possession of the Materials other than in the ordinary course of business and for market value. If the Client sells, disposes, or parts with possession of the Materials then the Client must hold the proceeds of any such act on trust for the HMR and must pay or deliver the proceeds to HMR on demand.
  - (e) the Client should not convert or process the Materials or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of HMR and must sell, dispose of or return the resulting product to HMR as it so directs.
  - (f) unless the Materials have become fixtures the Client irrevocably authorises HMR to enter any premises where HMR believes the Materials are kept and recover possession of the Materials.
  - (g) HMR may recover possession of any Materials in transit whether or not delivery has occurred.
  - (h) the Client shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of HMR.
  - (i) HMR may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials has not passed to the Client.
- 14. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")**
- 14.1 Upon assenting to these Terms in writing the Client acknowledges and agrees that:
- (a) these Terms constitute a security agreement for the purposes of the PPSA; and
  - (b) a security interest is taken in all Materials previously supplied by HMR to the Client (if any) and all Materials that will be supplied in the future by HMR to the Client.
- 14.2 The Client undertakes to:
- (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which HMR may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
  - (b) indemnify, and upon demand reimburse, HMR for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Materials charged thereby;
  - (c) not register a financing change statement or a change demand without the prior written consent of HMR; and
  - (d) immediately advise HMR of any material change in its business practices of selling Materials which would result in a change in the nature of proceeds derived from such sales.
- 14.3 HMR and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms.
- 14.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 14.5 Unless otherwise agreed to in writing by HMR, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 14.6 The Client shall unconditionally ratify any actions taken by HMR under clauses 14.1 to 14.5.
- 15. SECURITY AND CHARGE**
- 15.1 In consideration of HMR agreeing to supply the Materials, the Client charges all of its rights, title, and interest (whether joint or several) in any land, realty, or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these Terms (including, but not limited to, the payment of any money). The Client acknowledges that HMR can register a mortgage and/or caveat against the title to any land owned by the Client.
- 15.2 The Client indemnifies HMR from and against all HMR's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising HMR's rights under this clause.
- 15.3 The Client irrevocably appoints HMR and each director of HMR as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 15 including, but not limited to, signing any document on the Client's behalf.
- 16. DEFECTS IN MATERIALS**
- 16.1 The Client shall inspect the Materials and/or completed Works (as applicable) on delivery and shall within seven (7) days of delivery (time being of the essence) notify HMR of any alleged defect, shortage in quantity, damage, or failure to comply with the description or quote. The Client shall afford the HMR an opportunity to inspect the Materials and/or completed Works (as applicable) within a reasonable time following delivery if the Client believes the Materials are defective in any way. If the Client shall fail to comply with these provisions the Materials and/or completed Works (as applicable) shall be presumed to be free from any defect or damage. For defective Materials, which HMR has agreed in writing that the Client is entitled to reject, HMR's liability is limited to either (at HMR's discretion) replacing the Materials or repairing the Materials.
- 16.2 Materials will not be accepted for return other than in accordance with 16.1 above.
- 17. WARRANTIES**
- 17.1 Subject to the conditions of warranty set out in clause 17.2 HMR warrants that if any defect in any workmanship of HMR becomes apparent and is reported to HMR within twelve (12) months of the date of delivery (time being of the essence) then the HMR will either (at HMR's sole discretion) replace or remedy the workmanship.
- 17.2 The conditions applicable to the warranty given by clause 17.1 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
    - (i) failure on the part of the Client to properly maintain any Materials; or
    - (ii) failure on the part of the Client to follow any instructions or guidelines provided by HMR; or
    - (iii) any use of any Materials otherwise than for any application specified on a quote or order form; or
    - (iv) the continued use of any Materials after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
    - (v) fair wear and tear, any accident or act of God.
  - (b) the warranty shall cease and HMR shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered, or overhauled without HMR's consent.
  - (c) in respect of all claims HMR shall not be liable to compensate the Client for any delay in either replacing or remedying the workmanship or in properly assessing the Client's claim.
- 17.3 For Materials not manufactured by HMR, the warranty shall be the current warranty provided by the manufacturer of the Materials. HMR shall not be bound by nor be responsible for any term, condition, representation, or warranty other than that which is given by the manufacturer of the Materials.

## **18. INTELLECTUAL PROPERTY**

- 18.1 Where HMR has designed, drawn, written plans or a schedule of Works, or created any products for the Client, then the copyright in all such designs, drawings, documents, plans, schedules, and products shall remain vested in HMR, and shall only be used by the Client at HMR's discretion. HMR shall also be entitled to destroy the same at any time.
- 18.2 The Client warrants that all designs, specifications, or instructions given to HMR will not cause HMR to infringe any patent, registered design, or trademark in the execution of the Client's order and the Client agrees to indemnify HMR against any action taken by a third party against HMR in respect of any such infringement.
- 18.3 The Client agrees that HMR may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or products which HMR has created for the Client.

## **19. CANCELLATION OF WORKS**

- 19.1 Without prejudice to any other rights or remedies HMR may have, if at any time the Client is in breach of any obligation (including those related to payment and/or failure to remedy any breach in respect of this Agreement within fourteen (14) days of receipt by the Client of such notice(s)) then HMR may terminate the supply of the Works. HMR will not be liable to the Client for any loss or damage the Client may suffer because HMR has exercised its rights under this clause.
- 19.2 HMR may cancel any contract to which these Terms apply or cancel supply of the Works at any time before the Works are commenced by giving written notice to the Client. On giving such notice HMR shall repay to the Client any sums paid in respect of the Price, less any amounts owing by the Client to HMR for Works already performed. HMR shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 19.3 In the event that the Client cancels the Works the Client shall be liable for any and all loss incurred (whether direct or indirect) by HMR as a direct result of the cancellation (including, but not limited to, any loss of profits).

## **20. SUSPENSION OF WORKS**

- 20.1 Where the Agreement is subject to section 24A of the Construction Contract Act 2002 ("CCA"), the Client hereby expressly acknowledges that:
- (a) HMR has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client, and:
- (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client; or
  - (ii) a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or
  - (iii) the Client has not complied with an adjudicator's notice that the Client must pay an amount to HMR by a particular date; and
  - (iv) HMR has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.
- (b) if HMR suspends work, it:
- (i) is not in breach of contract; and
  - (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and
  - (iii) is entitled to an extension of time to complete the contract; and
  - (iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an

adjudicator's determination has not been complied with.

- (c) if HMR exercises the right to suspend work, the exercise of that right does not:
- (i) affect any rights that would otherwise have been available to HMR under the Contract and Commercial Law Act 2017; or
  - (ii) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of HMR suspending work under this provision.

## **21. PRIVACY ACT 2020 ("PA")**

- 21.1 HMR acknowledges its obligations and responsibilities in relation to the handling, use, disclosure, and processing of the Client's Personal Information in accordance with the New Zealand Privacy Principles and the PA.
- 21.2 Pursuant to clause 21.1, the Client authorises HMR to:
- (a) access, collect, retain, and use any Personal Information about the Client:
- (i) (including name, physical address, date of birth, occupation, email address, previous credit applications, credit history, or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or
  - (ii) for the purpose of marketing products and services to the Client.
- (b) disclose information about the Client, whether collected by HMR from the Client directly or obtained by HMR from any other source to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
- 21.3 Where the Client is an individual the authorities under clause 21.1 are authorities or consents for the purposes of the PA.
- 21.4 The Client shall have the right to request HMR for a copy of the information about the Client retained by HMR and the right to request HMR to correct any incorrect information about the Client held by HMR.
- 21.5 HMR will destroy Personal Information upon the Client's request or if it is no longer required unless it is required in order to fulfil the obligations of this Agreement or is required to be maintained and/or stored in accordance with the law.

## **22. CONSUMER GUARANTEES ACT 1993 ("CGA")**

- 22.1 If the Client is acquiring Materials for the purposes of a trade or business, the Client acknowledges that the provisions of the CGA do not apply to the supply of Materials by HMR to the Client.
- 22.2 Where the CGA does apply, the Client agrees that the maximum extent permitted by law, HMR's liability for breach of any implied warranty or conditions which cannot be excluded is limited, at HMR's option, to:
- (a) supplying the Work again; or
  - (b) replacing the Work; or
  - (c) supplying the equivalent Work; or
  - (d) where the Work consists of goods, repairing such goods; or
  - (e) paying the cost of the above.

## **23. FORCE MAJEURE**

- 23.1 No claim or liability will arise against HMR under these Terms, if and to the extent that HMR's failure or omission to carry out or observe any provision of these Terms arises by reason of Force Majeure.

## **24. INDEMNITY**

- 24.1 Under no circumstances shall HMR be liable for any incidental, special, indirect, consequential, or punitive damages, including loss or profits, loss of revenues, loss of business, loss of operations, injury to reputation or loss of goodwill.

- 24.2 Where HMR has followed plans and specifications provided by the Client, the Client shall indemnify HMR against all damages, penalties, costs, and expenses in respect of which HMR may become liable though the utilisation of those plans and specifications.
- 24.3 The Client agrees to indemnify HMR against all liability costs, expenses and losses incurred by HMR arising from the Client's breach of these Terms.
- 24.4 The maximum aggregate amount payable, whether in contract, tort or otherwise, in relation to claims, damages, liabilities, losses or expenses, shall be five times the Price (exclusive of GST and disbursements) with a minimum limit of \$NZ10,000 and a maximum limit of \$NZ100,000.
- 24.5 If either HMR or the Client is found liable to the other (whether in contract, tort or otherwise), and the claiming Party and/or a Third Party has contributed to the loss or damage, the liable Party shall only be liable to the proportional extent of its own contribution.

## **25. DISPUTE RESOLUTION**

- 25.1 In the event of a dispute or agreement arising between HMR and the Client, the party with a grievance must notify the other party in writing, detailing the relevant dispute. An attempt in good faith to resolve the issues must be made by both parties.
- 25.2 Should a resolution not be achieved, the matter shall be settled in accordance with section 26 of the CCA and/or by arbitration in accordance with the provisions of the Arbitration Act 1996.

## **26. SEVERABILITY**

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

## **27. GOVERNING LAW**

- 27.1 This Agreement and any separate agreement shall be governed by the laws of New Zealand, and the parties agree to submit to the exclusive jurisdiction of the New Zealand Courts.