

## Schedule 1 – Standard Terms and Conditions

### 1. Applicability

- 1.1 These terms and conditions apply when Purchaser decides to purchase products and/or services from Supplier.
- 1.2 These terms and conditions apply to all quotations and orders for Supplier's products and/or services.
- 1.3 Any instruction received from Purchaser to supply Supplier's products and/or services, will be deemed to be an acceptance by Purchaser of these terms and conditions.
- 1.4 If any of these terms and conditions conflict or are at variance with any order, instruction or contractual term (written or otherwise) subsequently imposed by Purchaser and agreed to by Supplier, then it is also agreed that these terms and conditions shall prevail.

### 2. Information about Purchaser

- 2.1 Purchaser agrees that the Supplier may obtain information to assess Purchaser's credit worthiness, enforce any rights under this contract and market any of Supplier's products or services to any other entity. Purchaser agrees that Supplier may give that information to any person for the above purposes, but Purchaser may withdraw its consent at any time.
- 2.2 Purchaser may access any information that Supplier holds about it and ask Supplier to correct any mistakes in it.

### 3. Products and Services

- 3.1 In these terms and conditions "products and/or services" includes without limitation the supply of artificial turf, shockpad, adhesive, joining tape and other associated materials and any related services.

### 4. Price

- 4.1 The price is the cost of the products and services as agreed between Purchaser and Supplier.
- 4.2 If no price is stated in writing, the products and services will be deemed to be supplied at the current prices applicable at the time of the contract.

### 5. Quotation

- 5.1 When Supplier gives a quotation for products and/or services:
  - Unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
  - When products or services are required in addition to the quotation, Purchaser agrees to pay for the additional cost of such products or services.

### 6. Payment

- 6.1 Purchaser agrees to pay Supplier on or before the 20th day of the month following the date of Supplier's invoice or payment claim ("the due date").
- 6.2 Interest may be charged on any amount Purchaser owes to Supplier after any due date at the rate of 14% per annum.
- 6.3 Any costs, including debt collection and legal costs, which Supplier may incur as a consequence of having to enforce any of its rights shall be payable by Purchaser.
- 6.4 Purchaser agrees that invoices or payment claims may be validly served on Purchaser by way of email.

### 7. Security for payment

- 7.1 Until Purchaser has paid Supplier in full for all products and services supplied, Supplier retains ownership of all products supplied.
- 7.2 Until Purchaser has paid Supplier in full for all products and services supplied, it is agreed that pursuant to the Personal Properties Security Act 1999, Supplier has a security interest in all of the products supplied.
- 7.3 Until Purchaser has paid Supplier in full for the products and services supplied, Supplier shall be entitled to lawfully repossess from Purchaser all products supplied, and Purchaser grants Supplier an irrevocable lawful authority and licence to enter any premises for that purpose.

### 8. Title and Risk

- 8.1 Supplier is responsible for the products until they are delivered to Purchaser.
- 8.2 Delivery is complete when Supplier gives the products it is supplying directly to Purchaser or leaves them on site. Thereafter, Purchaser is responsible for the care and protection of the products, including insurance.
- 8.3 The time stated for delivery of products (supply chain) is an estimate only. Supplier is not responsible or liable for any loss incurred by Purchaser due to any delay by Supplier in delivering the products and services to Purchaser.

## **9. Intellectual property rights**

- 9.1 Supplier owns all existing and new intellectual property rights that are connected with the products and services supplied including owning copyright in all work, designs, concepts, drawings, systems, solutions, specifications, electronic data and documents that Supplier has produced in connection with the products and services supplied.
- 9.2 Purchaser further agrees and undertakes that anything Purchaser instructs Supplier to do will not cause Supplier to infringe any patent, registered design or trademark. Purchaser indemnifies Supplier against any loss or damage (including legal costs) incurred by Supplier as a consequence of any action taken by a third party against Supplier in respect of any such infringement.

## **10. Limitation on liability**

- 10.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986, the Sales of Goods Act 1908 and other statutes may imply warranties or conditions or impose obligations upon Supplier which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed, Supplier's liability shall, where allowed, be excluded or if not able to be excluded, only apply to the minimum extent required by the relevant statute.
- 10.2 Subject to condition 10.1, if Supplier is deemed to be liable to Purchaser for any loss or damage of any kind whatsoever, arising from the supply of products and services, including indirect or consequential loss, whether arising in contract or tort (including negligence), then the Supplier's liability is limited in the aggregate to the price of the products and services supplied.

## **11. Cancellation**

- 11.1 In addition to any other cancellation or suspension entitlements, Supplier has the right by notice to suspend or cancel any part of any contract for the supply of products and services to Purchaser if the Purchaser fails to pay any money owing after the due date.
- 11.2 Any cancellation or suspension will not affect Supplier's claim for money due at the time of cancellation or suspension, damages for any breach of Purchaser's obligations under these terms and conditions or any other legal rights.

## **12. Warranty**

- 12.1 Supplier will provide a warranty for its products as set out in Schedule 2.
- 12.2 Any written warranty that Supplier provides also forms part of these terms and conditions.

## **13. General**

- 13.1 Supplier shall not be liable for delay or failure to perform its obligations, if the cause of the delay or failure is beyond Supplier's control.
- 13.2 If Supplier fails to enforce any of the terms and conditions contained in this contract it shall not be deemed to be a waiver of any of the rights or obligations Supplier has under this contract.
- 13.3 If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.
- 13.4 If any dispute should arise about the products and services supplied, Supplier and Purchaser agree to firstly pursue an informal resolution in good faith (including alternative dispute resolution methods such as mediation).
- 13.5 However, with the exception of emergency conditions, Purchaser agrees that no repairs, replacements or alterations to any products in dispute shall be made before the parties have the opportunity to inspect the said products.
- 13.6 Any failure to notify Supplier of an alleged failure, error, omission or discrepancy within 7 days of the discovery thereof, will constitute a waiver by Purchaser of any claim for liability against Supplier.