

**1. Definitions**

- 1.1 "Spectec" shall mean Spectec New Zealand T/A Spectec its successors and assigns or any person acting on behalf of and with the authority of Spectec New Zealand T/A Spectec.
- 1.2 "Customer" shall mean the Customer (or any person acting on behalf of and with the authority of the Customer) as described on any quotation, work authorisation or other form as provided by Spectec to the Customer.
- 1.3 "Guarantor" shall mean that person (or persons) who agrees to be liable for the debts of the Customer on a principal debtor basis.
- 1.4 "Goods" shall mean all Goods supplied by Spectec to the Customer (and where the context so permits shall include any supply of Services as hereinafter defined) and includes Goods described on any invoices, quotation, work authorisation or any other forms as provided by Spectec to the Customer.
- 1.5 "Services" shall mean all services supplied by Spectec to the Customer and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).
- 1.1 "Monitoring Services" shall mean around-the-clock monitoring of the security alarm system for alarm signals and, if selected by the Customer, opening and closing signals and/or other security services:
- 1.6 "Price" shall mean the price payable for the Goods as agreed between Spectec and the Customer in accordance with clause 4 of this contract.

**2. Acceptance**

- 2.1 Any instructions received by Spectec from the Customer for the supply of Goods and/or the Customer's acceptance of Goods supplied by Spectec shall constitute acceptance of the terms and conditions contained herein.
- 2.2 Where more than one Customer has entered into this agreement, the Customers shall be jointly and severally liable for all payments of the Price.
- 2.3 Upon acceptance of these terms and conditions by the Customer the terms and conditions are binding and can only be amended with the written consent of Spectec.
- 2.4 The Customer shall give Spectec not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer or any change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's address, facsimile number, or business practice). The Customer shall be liable for any loss incurred by Spectec as a result of the Customer's failure to comply with this clause.
- 2.5 Goods are supplied by Spectec only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Customer's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.

**3. Contract Term**

- 3.1 At Spectec's sole discretion or unless otherwise agreed or stated in writing, all new Customer's must commit to a minimum term of twelve (12) months standard alarm monitoring with Spectec (excluding CCTV installations, tendered contract works, non-alarm installations and the like).
- 3.2 Upon expiration of the Contract Term, this agreement will continue on a month-to-month basis, subject to termination by either party with one (1) months prior written notice.
- 3.3 In the event this term is terminated by the Customer prior to expiration of the term, the Customer shall incur a termination fee equal to the remaining expected monitoring fee which would fulfil the twelve (12) month commitment.

**4. Price And Payment**

- 4.1 At Spectec's sole discretion the Price shall be either:
  - (a) as indicated on invoices provided by Spectec to the Customer in respect of Goods supplied; or
  - (b) the Price as at the date of delivery of the Goods according to Spectec's current price list; or
  - (c) Spectec's quoted Price (subject to clause 4.2) which shall be binding upon Spectec provided that the Customer shall accept Spectec's quotation in writing within thirty (30) days.
- 4.2 Spectec reserves the right to change the Price in the event of a variation to Spectec's quotation.
- 4.3 At Spectec's sole discretion:
  - (a) for casual Customers, payment shall be due on delivery/completion of the Goods; or
  - (b) payment for approved Customers, and payment for monitoring Services, shall be due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices.
- 4.4 Payment will be made by cash, cheque, bank cheque, or by direct credit, or by any other method as agreed to between the Customer and Spectec.
- 4.5 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

**5. Delivery Of Goods**

- 5.1 At Spectec's sole discretion delivery of the Goods shall take place when the Customer takes possession of the Goods at the Customer's nominated address (in the event that the Goods are delivered by Spectec or Spectec's nominated carrier).
- 5.2 At Spectec's sole discretion the costs of delivery is in addition to the Price.
- 5.3 The Customer shall provide clear and reasonable access to the premises on the date of agreed installation. Delays to Spectec's technical staff waiting for access and/or clearing of obstacles, or other Customer causes, may result in additional fees to be added to the Price.
- 5.4 The failure of Spectec to deliver shall not entitle either party to treat this contract as repudiated.
- 5.5 Spectec shall not be liable for any loss or damage whatsoever due to failure by Spectec to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of Spectec.

**6. Risk**

- 6.1 If Spectec retains ownership of the Goods nonetheless, all risk for the Goods passes to the Customer on delivery.
- 6.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, Spectec is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Spectec is sufficient evidence of Spectec's rights to receive the insurance proceeds without the need for any person dealing with Spectec to make further enquiries.
- 6.3 The Customer accepts that electronic security systems, smoke, heat and like detectors installed to / at their premises:
  - (a) are for monitoring and detection purposes and should not be seen as a life saving device; and
  - (b) does not guarantee the site will be free from malicious damage or losses caused by attack, break and/or enter.
- 6.4 It shall be the Customer's responsibility:
  - (a) to ensure the security system is tested and maintained to full operational condition; and
  - (b) for all phone calls emanating from the security system panel; and
  - (c) to ensure all electronically protected areas are free from obstacles which may impair the operation of the system.
- 6.5 The Customer acknowledges that in the event asbestos or any other toxic substances are discovered during the installation that it is the Customer's responsibility to ensure the safe removal of the same. The Customer further agrees to indemnify Spectec against any costs incurred by Spectec as a consequence of such discovery. Under no circumstances will Spectec handle removal of any asbestos product.

**7. Access**

- 7.1 The Customer shall ensure that Spectec has clear and free access to the designated area for monitoring all times to enable Spectec to carrying out the prescribed Monitoring Services. The Customer agrees to ensure that the premises shall at all times be a safe working environment and (without limitation) shall not contain asbestos or any other such similar hazard of any infections or building disease.
- 7.2 The Customer shall advise Spectec in the event of any changed circumstances, or planned changes, to the premises which might affect Spectec's ability to provide Services in a safe manner.

**8. Underground Locations**

- 8.1 Prior to Spectec commencing any work the Customer must advise Spectec of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 8.2 Whilst Spectec will take all care to avoid damage to any underground services the Customer agrees to indemnify Spectec 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 8.1.

**9. Provision of Patrol Services**

- 9.1 The Customer acknowledges that Spectec patrol services are shared with other Customers. There may be occasions when individual patrols are late or missed due to the need to respond to high priority events such as break and entering. Other unforeseen circumstances such as storms or vehicle breakdown may also cause individual patrol calls not to be undertaken. This is taken into consideration when setting patrol pricing. Any on-going problems related to Spectec' inability to complete agreed patrols for more than ten (10%) if agreed, Service will be notified to the Customer and adjustments will be negotiated to patrol services and/or credit/refunds given for the undelivered Services exceeding ten percent (10%).
- 9.2 The Customer will inform Spectec if there are any changes to the site being patrolled if these changes have the potential to restrict the provision of the patrol Services or cause any harm to the Patrol Officers.

**10. Spectec's Responsibilities**

- 10.1 Spectec agrees to use due care and skill to provide the Monitoring Services during the Contract Term for alarm signals and/or other recurring services selected by the Customer.
- 10.2 Whilst Spectec shall endeavour to engage a patrol response contractor to provide a timely response to actionable alarm signals, no warranty is given by Spectec that patrol response will be available at any time, if at all. Spectec shall not be liable for any loss or damage the Customer may suffer in connection with any response or the absence of any alarm response.
- 10.3 Whilst Spectec uses due care when contacting and advising emergency services, they cannot guarantee prompt response times or attendance of such services.

**11. Customer's Responsibilities**

- 11.1 The Customer shall, at their own cost, maintain the alarm in good working order and in accordance with the manufacturer's requirements (including, but not limited to, recharging or replacing batteries on a timely basis). The obligation of Spectec to provide the Monitoring Services and to action alarm signals, are conditional upon the alarm being operational, in accordance with the manufacturer's requirements, and to the satisfaction of Spectec.
- 11.2 The Customer shall supply at the Customer's expense keys, swipe cards, alarm codes, electronic access controls to the site, to Spectec to enable Spectec to carry out its response patrols. Spectec's liability for loss or damage of the Customer's keys, swipe cards etc are limited to the costs of obtaining a replacement or \$5,000 whichever is the lesser.

- 11.3 In the event that the Customer does not claim their keys, swipe cards, alarm codes, electronic access controls within thirty (30) days of the termination or expiration of the Monitoring Service Agreement, Spectec shall destroy them.
- 11.4 The Customer shall ensure that all voice codes, passwords, radio keys and other security devices are kept secure and provided only to those persons who reasonably require access to the alarmed premises.
- 11.5 The Customer cannot transfer, or attempt to transfer, the right to receive the Monitoring Services or any other right under this agreement to any other party.
- 11.6 Upon termination of the agreement, it is the Customer's responsibility to ensure that an alternative service is arranged, if required, and the panel is deprogrammed to stop reporting to Spectec.
- 11.7 The Customer agrees that any costs associated with the delivery of services by the Police, Ambulance, Fire or other emergency services to the Customer's monitored premises shall be met by the Customer.

## **12. Monitoring Service**

- 12.1 Spectec shall respond to such signals received in accordance with its normal operating practices and by making such telephone calls as may be required in accordance with the Customer's instructions.
- 12.2 Spectec shall endeavour to action the following alarm system signals generally as described below or as otherwise agreed or interpreted:
  - (a) duress / panic – Spectec shall call the monitored site, as required by the New Zealand Police (NZP) first to verify the event. If deemed necessary Spectec shall contact and advise the NZP; and
  - (b) hold up – Spectec shall notify the NZP, and make a follow up call to the monitored site after thirty (30) minutes (this clause assumes that the Customer's premises comply with NZP's protocols for hold up alarms); and
  - (c) fire / smoke – Spectec shall call the site to verify event, if no answer Spectec will advise Fire Department and contacts (Spectec will dispatch guard if no contacts are available and keys are held); and
  - (d) medical – Spectec shall call the site to verify event, if no answer Spectec will advise Ambulance Service and contacts (Spectec will dispatch guard if no contacts are available); and
  - (e) system events – Spectec shall contact the Customer and contacts and shall advise service department if necessary (this type of event is not necessarily auctioned immediately).
- 12.3 The Customer accepts and acknowledges that in the event Spectec acts as an Agent on behalf of the Customer with a third party, (including but not limited to locksmiths and/or glaziers) the Customer agrees to honour their obligation for payment for such transactions invoiced by Spectec and shall ensure payment is made by the due date, thereby not limiting Spectec in their obligations for payment as Agents acting on behalf of the Customer to third parties.
- 12.4 If the Customer believes that they have any claim in relation to Services undertaken by that third party then said claim must be made against the third party contractor in the first instance.
- 12.5 The Customer acknowledges that independent contractors, where available, may provide patrol response. Accordingly, patrol response fees may vary from area to area and during the course of the Contract Term. The Customer agrees to pay or reimburse Spectec for patrol response fees, which may include an administration fee. Spectec shall advise the Customer of applicable patrol response fees upon request by the Customer.
- 12.6 Spectec may be unable to monitor the system in the event of a communication failure between the alarm panel in the Customer's premises and the monitoring centre, Failures of this nature may be malicious or otherwise. The Customer acknowledges that Spectec's obligation to action alarm events is suspended at any time the communications link is disrupted between the Customer's premises and Spectec's monitoring room.
- 12.7 The Customer agrees that Spectec may record all telephone conversations or other communications with the monitoring station.

## **13. Customer's Acknowledgements**

- 13.1 The Customer acknowledges that the provisions of Monitoring Services Agreement under this agreement may not prevent unlawful entry to the designated site occurring and accordingly the Customer accepts that loss or damage to property and death or injury to persons may occur even though Spectec's obligations under this agreement have been satisfied.
- 13.2 Unless stated otherwise in this agreement the supply of performance records, history or other reports shall only be issued direct to the Customer.
- 13.3 The Customer accepts and acknowledges to Spectec (during the course of the Monitoring Services):
  - (a) that telephone conversations may be recorded between Spectec and the Customer and the Customer hereby authorises Spectec to do so.
  - (b) that Spectec's employees shall not be required to carry out any duties of an illegal or strike breaking nature.
  - (c) that Spectec is not an insurer of the Customer's premises and it is advisable for the Customer to effect and maintain all normal and prudent insurance policies in respect of all usual risks including fire, burglary, theft and consequential loss or damage; and
  - (d) the Goods supplied relating to the security of the premises are deterrents only and Spectec does not represent that the Goods will protect the Customer against theft, burglary and or the break into of any premises; and
  - (e) the Goods supplied relating to fire prevention are detection or fire response devices only and therefore Spectec cannot not guarantee that the Goods will protect the Customer or his property or premises against fire and therefore potential damage or loss.

## **14. Limitation of Liability**

- 14.1 The Customer hereby disclaims any right to rescind, or cancel any contract with Spectec or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by Spectec and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.

- 14.2 Insofar as the Customer, notwithstanding provisions of this clause, may have any claim for damages against Spectec, its servants or agents either in contract or in tort and whether arising from negligence or otherwise (it being the intention of this clause that no such damages may be recovered) the same shall be limited to an amount equal to the sum of three months fees actually paid by the Customer in respect of that portion of the particular Services or Goods which gave rise to such claim.
- 14.3 The Customer accepts and agrees that for all Cash Services provided by Spectec that it is the Customers responsibility to supply the licensed security officer at the time of pick up with written advice of the total funds (including cheques and cash) for transport.
- 14.4 In the event of theft during the provision of Cash Services by Spectec, the Customer agrees that where an insurance claim is involved, Spectec shall be under no obligation to reimburse the Customer any monies before Spectec's insurance claim has been processed and either approved or declined by Spectec's insurer's, notwithstanding which Spectec shall do everything in its powers to ensure the swift resolution of any such insurance claim.

## **15. Title**

- 15.1 Spectec and Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid Spectec all amounts owing for the particular Goods; and
  - (b) the Customer has met all other obligations due by the Customer to Spectec in respect of all contracts between Spectec and the Customer.
- 15.2 Receipt by Spectec 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 and until then Spectec's ownership or rights in respect of the Goods shall continue.
- 15.3 It is further agreed that:
- (a) where practicable the Goods shall be kept separate and identifiable until Spectec shall have received payment and all other obligations of the Customer are met; and
  - (b) until such time as ownership of the Goods shall pass from Spectec to the Customer Spectec may give notice in writing to the Customer to return the Goods or any of them to Spectec. Upon such notice being given the rights of the Customer to obtain ownership or any other interest in the Goods shall cease; and
  - (c) the Customer is only a bailee of the Goods and until such time as Spectec has received payment in full for the Goods then the Customer shall hold any proceeds from the sale or disposal of the Goods, up to and including the amount the Customer owes to Spectec for the Goods, on trust for Spectec; and
  - (d) until such time that ownership in the Goods passes to the Customer, if the Goods are converted into other products, the parties agree that Spectec will be the owner of the end products; and
  - (e) if the Customer fails to return the Goods to Spectec then Spectec or Spectec's agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods are situated and take possession of the Goods, and Spectec will not be liable for any reasonable loss or damage suffered as a result of any action by Spectec under this clause.

## **16. Personal Property Security's Act 1999 ("PPSA")**

- 16.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
- (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
  - (b) a security interest is taken in all Goods previously supplied by Spectec to the Customer (if any) and all Goods that will be supplied in the future by Spectec to the Customer.
- 16.2 The Customer 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 Spectec may reasonably require to register a financing statement or financing change statement on the Personal Property Security's Register;
  - (b) indemnify, and upon demand reimburse, Spectec for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Security's Register or releasing any Goods charged thereby;
  - (c) not register a financing change statement or a change demand without the prior written consent of Spectec; and
  - (d) immediately advise Spectec of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 16.3 Spectec and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 16.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 16.5 Unless otherwise agreed to in writing by Spectec, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 16.6 The Customer shall unconditionally ratify any actions taken by Spectec under clauses 16.1 to 16.5.

## **17. Security And Charge**

- 17.1 Despite anything to the contrary contained herein or any other rights which Spectec may have howsoever:
- (a) where the Customer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Customer and/or the Guarantor agree to mortgage and/or charge all of their joint and/or several interest in the said land, realty or any other asset to Spectec or Spectec's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Customer and/or the Guarantor acknowledge and agree that Spectec (or Spectec's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met.

- (b) should Spectec elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Customer and/or Guarantor shall indemnify Spectec from and against all Spectec's costs and disbursements including legal costs on a solicitor and own Customer basis.
- (c) the Customer and/or the Guarantor (if any) agree to irrevocably nominate constitute and appoint Spectec or Spectec's nominee as the Customer's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 17.1.

## **18. Customer's Disclaimer**

- 18.1 The Customer hereby disclaims any right to rescind, or cancel any contract with Spectec or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by Spectec and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.

## **19. Defects**

- 19.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Spectec of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford Spectec an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Spectec has agreed in writing that the Customer is entitled to reject, Spectec's liability is limited to either (at Spectec's discretion) replacing the Goods or repairing the Goods.

## **20. Returns**

- 20.1 Returns will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 19.1; and
  - (b) Spectec has agreed in writing to accept the return of the Goods; and
  - (c) the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and
  - (d) Spectec will not be liable for Goods which have not been stored or used in a proper manner; and
  - (e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 20.2 Spectec may (in its discretion) accept the return of any uninstalled Goods for credit but this may incur a handling fee of twenty five percent (25%) of the value of the returned Goods plus any freight.
- 20.3 Non-stocklist items or Goods made to the Customer's specifications, or Goods specifically ordered are under no circumstances acceptable for credit or return.

## **21. Warranty**

- 21.1 For Goods not manufactured by Spectec, the warranty shall be the current warranty provided by the manufacturer of the Goods. Spectec 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 Goods.

## **22. Consumer Guarantees Act 1993**

- 22.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by Spectec to the Customer.

## **23. Default & Consequences Of Default**

- 23.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Spectec's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 23.2 In the event that the Customer's payment is dishonoured for any reason the Customer shall be liable for any dishonour fees incurred by Spectec.
- 23.3 If the Customer defaults in payment of any invoice when due, the Customer shall indemnify Spectec from and against all costs and disbursements incurred by Spectec in pursuing the debt including legal costs on a solicitor and own Customer basis and Spectec's collection agency costs.
- 23.4 Without prejudice to any other remedies Spectec may have, if at any time the Customer is in breach of any obligation (including those relating to payment) Spectec may suspend or terminate the supply of Goods to the Customer (including, but not limited to, restricting activation activities and notifications to the Customer and/or any emergency service) and any of its other obligations under the terms and conditions. Spectec will not be liable to the Customer for any loss or damage the Customer suffers because Spectec has exercised its rights under this clause.
- 23.5 If any account remains overdue after thirty (30) days then an amount of the greater of twenty dollars (\$20.00) or ten percent (10%) of the amount overdue (up to a maximum of two hundred dollars (\$200.00)) shall be levied for administration fees which sum shall become immediately due and payable.
- 23.6 Without prejudice to Spectec's other remedies at law Spectec shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to Spectec shall, whether or not due for payment, become immediately payable in the event that:
- (a) any money payable to Spectec becomes overdue, or in Spectec's opinion the Customer will be unable to meet its payments as they fall due; or
  - (b) the Customer becomes insolvent, 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
  - (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

**24. Cancellation**

- 24.1 Spectec may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice Spectec shall repay to the Customer any sums paid in respect of the Price. Spectec shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 24.2 In the event that the Customer cancels delivery of the Goods the Customer shall be liable for any loss incurred by Spectec (including, but not limited to, any loss of profits) up to the time of cancellation.
- 24.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

**25. Privacy Act 1993**

- 25.1 The Customer and the Guarantor/s (if separate to the Customer) authorises Spectec to:
  - (a) collect, retain and use any information about the Customer and/or Guarantors, for the purpose of assessing the Customer's and/or Guarantors creditworthiness or marketing products and services to the Customer and/or Guarantors; and
  - (b) disclose information about the Customer and/or Guarantors, whether collected by Spectec from the Customer and/or Guarantors directly or obtained by Spectec 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 Customer and/or Guarantors.
- 25.2 Where the Customer and/or Guarantors are an individual the authorities under clause 25.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 25.3 The Customer and/or Guarantors shall have the right to request Spectec for a copy of the information about the Customer and/or Guarantors retained by Spectec and the right to request Spectec to correct any incorrect information about the Customer and/or Guarantors held by Spectec.

**26. Unpaid Spectec's Rights**

- 26.1 Where the Customer has left any item with Spectec for repair, modification, exchange or for Spectec to perform any other service in relation to the item and Spectec has not received or been tendered the whole of any moneys owing to it by the Customer, Spectec shall have, until all moneys owing to Spectec are paid:
  - (a) a lien on the item; and
  - (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- 26.2 The lien of Spectec shall continue despite the commencement of proceedings, or judgment for any moneys owing to Spectec having been obtained against the Customer.

**27. General**

- 27.1 If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 27.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 27.3 Spectec shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by Spectec of these terms and conditions.
- 27.4 In the event of any breach of this contract by Spectec the remedies of the Customer shall be limited to damages which under no circumstances shall exceed the Price of the Goods.
- 27.5 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by Spectec nor to withhold payment of any invoice because part of that invoice is in dispute.
- 27.6 Spectec may license or sub-contract all or any part of its rights and obligations without the Customer's consent.
- 27.7 Spectec reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which Spectec notifies the Customer of such change.
- 27.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.
- 27.9 The failure by Spectec to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Spectec's right to subsequently enforce that provision.