

## Bay Roofing Limited – Terms & Conditions of Trade

<p><b>1. Definitions</b></p> <p>1.1 "Bay Roofing" shall mean Bay Roofing Limited, its successors and assigns or any person acting on behalf of and with the authority of Bay Roofing Limited.</p> <p>1.2 "Client" shall mean the Client (or any person acting on behalf of and with the authority of the Client) as described on any quotation, work authorisation or other form as provided by Bay Roofing to the Client.</p> <p>1.3 "Guarantor" shall mean that person (or persons) who agrees to be liable for the debts of the Client on a principal debtor basis.</p> <p>1.4 "Goods" shall mean all Goods supplied by Bay Roofing to the Client (and where the context so permits shall include any supply of Services as herein defined) and includes Goods described on any invoices, quotation, work authorisation or any other forms as provided by Bay Roofing to the Client.</p> <p>1.5 "Services" shall mean all services supplied by Bay Roofing to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above).</p> <p>1.6 "Price" shall mean the price payable for the Goods as agreed between Bay Roofing and the Client in accordance with clause 3 of this contract.</p> <p><b>2. Acceptance</b></p> <p>2.1 Any instructions received by Bay Roofing from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by Bay Roofing shall constitute acceptance of the terms and conditions contained herein.</p> <p>2.2 Whereas the Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price.</p> <p>2.3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of Bay Roofing.</p> <p>2.4 The Client shall give Bay Roofing not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, tax status, business structure). The Client shall be liable for any loss incurred by Bay Roofing as a result of the Client's failure to comply with this clause.</p> <p>2.5 Goods are supplied by Bay Roofing only on the terms and conditions of trade herein to the exclusion of anything to the contrary in the terms of the Client's order notwithstanding that any such order is placed on terms that purport to override these terms and conditions of trade.</p> <p>2.6 The Client accepts and agrees that in the event that Bay Roofing is required to provide Services outside New Zealand, Bay Roofing reserves the right to charge the Client additional labour costs (penalty rates), unless otherwise agreed between Bay Roofing and the Client.</p> <p><b>3. Price And Payment</b></p> <p>3.1 At Bay Roofing's sole discretion the Price shall be either:</p> <p>(a) as indicated on invoices provided by Bay Roofing to the Client in respect of Goods supplied; or</p> <p>(b) Bay Roofing's quoted Price (subject to clause 3.2) which shall be binding upon Bay Roofing provided that the Client shall accept Bay Roofing's quotation in writing within sixty (60) days.</p> <p>3.2 Bay Roofing reserves the right to change the Price in the event of a variation to Bay Roofing's quotation. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of additional works required due to unforeseen circumstances such as poor weather conditions, limitations to accessing the site, availability of machinery, safety considerations, discovery of asbestos, pre-acute work by any third party not being completed or as a result of any increase to Bay Roofing's in the cost of materials and labour) will be charged for on the basis of Bay Roofing's quotation and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.</p> <p>3.3 At Bay Roofing's sole discretion a deposit may be required being 30% of quoted price inc GST.</p> <p>3.4 At Bay Roofing's sole discretion:</p> <p>(a) payment shall be due on completion of the Services; or</p> <p>(b) detailed progress payment claims may be submitted by Bay Roofing, in accordance with Bay Roofing's specified payment schedule at intervals not less than monthly for work performed up to the end of each month. Such payment claims may include the reasonable value of authorised variations and the value of any Goods delivered to the site but not yet installed.</p> <p>(c) payment for the Goods shall be due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices.</p> <p>3.5 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated then payment shall be due seven (7) days following the date of the invoice.</p> <p>3.6 Payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and Bay Roofing.</p> <p>3.7 All other terms and conditions that may be applicable shall be added to the Price except when they are expressly included in the Price.</p> <p><b>4. Delivery Of Goods</b></p> <p>4.1 At Bay Roofing's sole discretion delivery of the Goods shall take place when the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by Bay Roofing or Bay Roofing's nominated carrier).</p> <p>4.2 The Client shall make arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then Bay Roofing shall be entitled to charge a reasonable fee for redelivery.</p> <p>4.3 The failure of Bay Roofing to deliver shall not entitle either party to treat this contract as repudiated.</p> <p>4.4 Bay Roofing shall not be liable for any loss or damage whatsoever due to failure by Bay Roofing to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of Bay Roofing.</p> <p><b>5. Risk</b></p> <p>5.1 If Bay Roofing retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery.</p> <p>5.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Bay Roofing remains responsible to the Client for the replacement of the Goods. The production of these terms and conditions by Bay Roofing is sufficient evidence of Bay Roofing's rights to receive the insurance proceeds without the need for any person dealing with Bay Roofing to make further enquiries.</p> <p>5.3 The Client acknowledges that Bay Roofing's quotation for repairs to existing roofs shall be based only on the replacement of damaged tiles and shall not include the replacement of tiles with slight imperfections unless authorised by the Client prior to the commencement of the Services. If the Client requests the replacement of tiles that Bay Roofing has not identified but Bay Roofing does not deem to be defective or affect the integrity of the roof then this shall be a variation to the original quotation and clause 3.2 will apply.</p> <p>5.4 The Client acknowledges and agrees that the presence of plant/tree root growth and/or blockages generally indicates damaged pipes. Accordingly the Client agrees that these pipes cannot be fixed by simply removing plant/tree root growth or cleaning the drain, therefore no warranty is provided against this situation arising again in the future and in respect of any work carried out by Bay Roofing.</p> <p>5.5 Bay Roofing shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any such information provided by the Client or the Client's agent is inaccurate then Bay Roofing shall not be responsible for any losses, damages, or costs (howsoever arising) that the Client suffers out of the use of the inaccurate plans, specifications or other information.</p> <p>5.6 The Client acknowledges that any advice or recommendations by Bay Roofing are provided on the basis of Bay Roofing's industry knowledge and experience only and shall not be deemed as specialist advice.</p> <p>5.7 Where the Client or any third party acting on behalf of the Client has supplied materials for Bay Roofing to complete the Services, the Client thereby acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. If in the opinion of Bay Roofing the materials are deemed unsuitable for use, then Bay Roofing reserves the right to halt the Services until such time as the Client authorises Bay Roofing in writing to proceed with the materials supplied and accepts that Bay Roofing shall not be responsible for any defects in the works, any loss or damage to the materials (or any part thereof), howsoever arising from the use of materials supplied by the Client.</p> <p>5.8 The Client acknowledges that Goods supplied may exhibit variations in shade, colour, texture, surface and finish, and may fade or change colour over time. Bay Roofing will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable to match in any way whatsoever where such variations occur.</p> <p>5.9 The Client acknowledges that in the event asbestos or any other toxic substances are discovered at the work site that it is their responsibility to ensure the safe removal of the same. The Client further agrees to indemnify Bay Roofing against any costs incurred by Bay Roofing as a consequence of such discovery. Under no circumstances will Bay Roofing handle removal of asbestos product, unless otherwise agreed between Bay Roofing and the Client.</p> <p><b>6. Site Access and Condition</b></p> <p>6.1 It is the intention of Bay Roofing and agreed by the Client that:</p> <p>(a) it is the Client's responsibility to provide Bay Roofing, while at the site, with adequate access to available water, electricity, toilet and washing facilities; and</p> <p>(b) that it is the responsibility of the Client to provide and have erected scaffolding to enable the Services to be undertaken (where in Bay Roofing's opinion it is deemed necessary). It is also agreed that any scaffolding erected will comply with industry safety standards and that any person erecting the scaffolding shall be suitably qualified to ensure its safe and proper erection. The person erecting the scaffolding shall hold a current certificate of competency and/or be fully licensed; and</p> <p>(c) the Client is entitled to have reasonable access to inspect the Services at all reasonable hours in the presence of Bay Roofing provided that Bay Roofing shall not be responsible for any damage done to the Services by the Client, and the Client does not interfere</p>	<p>with the process of the Services, and the Client complies with all requirements of Health and Safety in Employment Act 1992; and</p> <p>(d) Bay Roofing is not responsible for the removal of rubbish from, or clean up of, the worksite when it has been stated on the quotation/estimate that no allowance has been given for rubbish removal/dump fees. This is the responsibility of the Client or the Client's agent; and</p> <p>(e) Bay Roofing shall not be responsible for the removal of rubbish left by any other contractor or sub-contractor.</p> <p><b>7. Underground Locations</b></p> <p>7.1 Prior to Bay Roofing commencing any work the Client must advise Bay Roofing of the precise location of all underground services on the site and clearly mark the same. The underground mains &amp; services the Client must identify include, and 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.</p> <p>7.2 Whilst Bay Roofing will take all care to avoid damage to any underground services the Client agrees to indemnify Bay Roofing 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 7.1.</p> <p><b>8. Surplus Goods</b></p> <p>(a) Unless otherwise stated elsewhere in this contract:</p> <p>(i) all Goods supplied by Bay Roofing shall be for the Client's use only; and</p> <p>(ii) demised Goods remain the Client's property; and</p> <p>(iii) Goods that Bay Roofing brings to the site which are surplus remain the property of Bay Roofing.</p> <p><b>9. Title</b></p> <p>9.1 Bay Roofing and Client agree that ownership of the Goods shall not pass until:</p> <p>(a) the Client has paid the full amount owing for the particular Goods; and</p> <p>(b) the Client has met all other obligations due by the Client to Bay Roofing in respect of all contracts between Bay Roofing and the Client.</p> <p>9.2 Receipt by Bay Roofing 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 Bay Roofing's ownership or rights in respect of the Goods shall continue.</p> <p>9.3 It is further agreed that:</p> <p>(a) where practicable the Goods shall be kept separate and identifiable until Bay Roofing shall have received payment and all other obligations of the Client are met; and</p> <p>(b) until such time as ownership of the Goods shall pass from Bay Roofing to the Client Bay Roofing may give notice in writing to the Client to return the Goods or any of them to Bay Roofing. Upon such notice being given the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and</p> <p>(c) the Client is only a bailee of the Goods and until such time as Bay Roofing has received payment in full for the Goods or until the Client has paid any proceeds from the sale or disposal of the Goods to or for and including the amount the Client owes to Bay Roofing for the Goods, on trust for Bay Roofing; and</p> <p>(d) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that Bay Roofing will be the owner of the end products; and</p> <p>(e) if the Client fails to return the Goods to Bay Roofing then Bay Roofing or Bay Roofing's agent may (as the invitee of the Client) enter upon the land and premises owned, immediately used by the Client or any premises where the Goods are situated and take possession of the Goods, and Bay Roofing will not be liable for any reasonable loss or damage suffered as a result of any action by Bay Roofing under this clause.</p> <p><b>10. Personal Property Securities Act 1999 ("PPSA")</b></p> <p>10.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:</p> <p>(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and</p> <p>(b) a security interest is taken in all Goods previously supplied by Bay Roofing to the Client (if any) and all Goods that will be supplied in the future by Bay Roofing to the Client.</p> <p>10.2 The Client undertakes to:</p> <p>(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 Bay Roofing may have reasonably requested by the Client in a statement or financing charge statement on the Personal Property Securities Register;</p> <p>(b) indemnify, and upon demand reimburse, Bay Roofing for all expenses incurred in registering a financing statement or financing charge statement on the Personal Property Securities Register or releasing any Goods charged thereby;</p> <p>(c) not register a financing charge statement or a change demand without the prior written consent of Bay Roofing; and</p> <p>(d) immediately advise Bay Roofing 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.</p> <p>10.3 Bay Roofing and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.</p> <p>10.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.</p> <p>10.5 Unless otherwise stated in writing by Bay Roofing, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.</p> <p>10.6 The Client shall unconditionally ratify any actions taken by Bay Roofing under clauses 10.1 to 10.5.</p> <p><b>11. Security And Charge</b></p> <p>11.1 Despite anything to the contrary contained herein or any other rights which Bay Roofing may have, the Client agrees that:</p> <p>(a) where the Client and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Client 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 Bay Roofing or Bay Roofing's nominee to secure all amounts and other monetary obligations payable under these terms and conditions. The Client and/or the Guarantor acknowledge and agree that Bay Roofing (or Bay Roofing's nominee) shall be entitled to lodge a mortgage or charge, which caveat shall be withdrawn once all payments and other monetary obligations payable hereunder have been met;</p> <p>(b) should Bay Roofing elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Client and/or Guarantor shall indemnify Bay Roofing from and against all Bay Roofing's costs and disbursements including legal costs on a solicitor and own client basis;</p> <p>(c) the Client and/or the Guarantor (if any) agree to irrevocably nominate constitute and assign to Bay Roofing or Bay Roofing's nominee as the Client's and/or Guarantor's true and lawful attorney to perform all necessary acts to give effect to the provisions of this clause 11.1.</p> <p><b>12. Client's Disclaimer</b></p> <p>12.1 The Client hereby disclaims any right to rescind, or cancel any contract with Bay Roofing or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by Bay Roofing and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.</p> <p><b>13. Defects</b></p> <p>13.1 The Client shall inspect the Goods on delivery and shall within thirty (30) days of delivery (time being of the essence) notify Bay Roofing of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Bay Roofing an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Bay Roofing has agreed in writing that the Client is entitled to reject, Bay Roofing's liability is limited to either (at Bay Roofing's discretion) replacing the Goods or repairing the Goods.</p> <p>13.2 Goods will not be accepted for return other than in accordance with 13.1 above.</p> <p><b>14. Warranty</b></p> <p>14.1 Subject to the conditions of warranty set out in Clause 14.2 Bay Roofing warrants that if any defect in any workmanship of Bay Roofing becomes apparent and is reported to Bay Roofing within five (5) years of the date of delivery (time being of the essence) then Bay Roofing will either (at Bay Roofing's sole discretion) replace or remedy the workmanship.</p> <p>14.2 The conditions applicable to the warranty given by Clause 14.1 are:</p> <p>(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or as a result of:</p> <p>(i) failure on the part of the Client to properly maintain any Goods; or</p> <p>(ii) failure on the part of the Client to follow any instructions or guidelines provided by Bay Roofing; or</p> <p>(iii) any use of any Goods otherwise than for any application specified on a quote or order form; or</p> <p>(iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or</p> <p>(v) fair wear and tear, any accident or act of God;</p> <p>(b) the warranty shall cease and Bay Roofing shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without Bay Roofing's consent.</p> <p>(c) in respect of all claims Bay Roofing 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.</p> <p>14.3 For Goods not manufactured by Bay Roofing, the warranty shall be the current warranty provided by the manufacturer of the Goods. Bay Roofing 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.</p>	<p>14.4 In the case of second hand Goods, the Client acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by Bay Roofing as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. Bay Roofing shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.</p> <p><b>15. Consumer Guarantees Act 1993</b></p> <p>15.1 If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by Bay Roofing to the Client.</p> <p><b>16. Default &amp; Consequences Of Default</b></p> <p>16.1 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 Bay Roofing's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>16.2 In the event that the Client's payment is dishonoured for any reason the Client shall be liable for any dishonour fees incurred by Bay Roofing.</p> <p>16.3 If the Client defaults in payment of any invoice when due, the Client shall indemnify Bay Roofing from and against all costs and disbursements incurred by Bay Roofing in pursuing the debt including legal costs on a solicitor and own client basis and Bay Roofing's collection agency costs.</p> <p>16.4 Without prejudice to any other remedies Bay Roofing may have, if at any time the Client is in breach of any obligation (including those relating to payment) Bay Roofing may suspend or terminate the supply of Goods to the Client and any of its other obligations under the terms and conditions. Bay Roofing will not be liable to the Client for any loss or damage the Client suffers because Bay Roofing has exercised its rights under this clause.</p> <p>16.5 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.</p> <p>16.6 Without prejudice to Bay Roofing's other remedies at law Bay Roofing shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Bay Roofing shall, whether or not due for payment, become immediately payable in the event that:</p> <p>(a) any money payable to Bay Roofing becomes overdue, or in Bay Roofing's opinion the Client will be unable to meet its payments as they fall due; or</p> <p>(b) the Client 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</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.</p> <p><b>17. Compliance &amp; Consents</b></p> <p>17.1 The Client shall obtain and pay for any licences and consents, approvals required for the Services. Both Bay Roofing and the Client shall comply with the terms and conditions of such consents.</p> <p>17.2 Bay Roofing shall provide the Client upon completion of the Services a Code Compliance Certificate.</p> <p>17.3 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.</p> <p><b>18. Cancellation</b></p> <p>18.1 Bay Roofing 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 Client. On giving such notice Bay Roofing shall repay to the Client any sums paid in respect of the Price. Bay Roofing shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>18.2 In the event that the Client cancels delivery of the Goods the Client shall be liable for any loss incurred by Bay Roofing (including, but not limited to, any loss of profits) up to the time of cancellation.</p> <p>18.3 Cancellation of orders for Goods made to the Client's specifications or non-stockist items will definitely not be accepted, once production has commenced.</p> <p><b>19. Privacy Act 1993</b></p> <p>19.1 The Client and the Guarantor (if separate to the Client) authorises Bay Roofing to:</p> <p>(a) obtain and use information about the Client and/or Guarantors, for the purpose of assessing the Client's and/or Guarantors creditworthiness or marketing products and services to the Client and/or Guarantors; and</p> <p>(b) disclose information about the Client and/or Guarantors, whether collected by Bay Roofing from the Client and/or Guarantors directly or obtained by Bay Roofing 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 and/or Guarantors.</p> <p>19.2 Where the Client and/or Guarantors are an individual the authorities under clause 19.1 are authorities or consents for the purposes of the Privacy Act 1993.</p> <p>19.3 The Client and/or Guarantors shall have the right to request Bay Roofing for a copy of the information about the Client and/or Guarantors retained by Bay Roofing and the right to request Bay Roofing to correct any incorrect information about the Client and/or Guarantors held by Bay Roofing.</p> <p><b>20. Construction Contract Act 2002</b></p> <p>20.1 The Client hereby expressly acknowledges that:</p> <p>(a) Bay Roofing 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:</p> <p>(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</p> <p>(ii) a schedule of amounts 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</p> <p>(iii) the Client has not complied with an adjudicator's notice that the Client must pay an amount to Bay Roofing by a particular date; and</p> <p>(iv) Bay Roofing has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.</p> <p>(b) if Bay Roofing suspends work, it:</p> <p>(i) is not in breach of contract; and</p> <p>(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</p> <p>(iii) is entitled to an extension of time to complete the contract; and</p> <p>(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.</p> <p>(c) if Bay Roofing exercises the right to suspend work, the exercise of that right does not:</p> <p>(i) affect any rights that would otherwise have been available to Bay Roofing under the Contractual Remedies Act 1979; or</p> <p>(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 Bay Roofing suspending work under this provision.</p> <p><b>21. General</b></p> <p>21.1 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.</p> <p>21.2 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 Whakareketa Court in New Zealand.</p> <p>21.3 Bay Roofing shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Bay Roofing of these terms and conditions.</p> <p>21.4 In the event of any breach of this contract by Bay Roofing the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.</p> <p>21.5 The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Bay Roofing nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>21.6 Bay Roofing may license or sub-contract all or any part of its rights and obligations without the Client's consent.</p> <p>21.7 Bay Roofing 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 Bay Roofing notifies the Client of such change.</p> <p>21.8 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.</p> <p>21.9 The failure by Bay Roofing to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Bay Roofing's right to subsequently enforce that provision.</p>
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