



## Blueprint Diesel Company Limited Terms and Conditions of Trade

### 1. DEFINITIONS

- 1.1. "Seller" shall mean Blueprint Diesel Company Limited or its agents and employees.
- 1.2. "Buyer" shall mean the buyer or any person acting on behalf of and with the authority of the buyer purchasing Goods from the Seller and shall include any person or entity hiring Goods from the Seller.
- 1.3. "Guarantor" means the person or persons or entity who agrees herein to be liable for the debts of the Buyer.
- 1.4. "Goods" means, where appropriate, either all goods supplied and/or engineering services provided by the Seller to the Buyer.
- 1.5. "Price" shall mean the cost of the Goods as agreed between the Seller and the Buyer subject to clause 3 of these terms and conditions, and, for hired Goods, shall mean the hire charges.
- 1.6. "Quotation" shall mean the document given by the Seller to the Buyer describing primarily the Goods to be supplied by the Seller to the Buyer and the Price thereof.

### 2. ACCEPTANCE

- 2.1. Any instructions received by the Seller from the Buyer for the supply of Goods shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Buyer the terms and conditions are irrevocable and may be varied or cancelled only in accordance with these terms and conditions or with the written consent of the Seller.
- 2.2. None of the Seller's agents or representatives are authorised to make any representations, statements, conditions or agreements not expressed by the Seller in writing nor is the Seller bound by any such unauthorised statements.
- 2.3. These terms and conditions form the basis on which the Seller supplies and sells Goods to the Buyer. Each such supply and sale shall be effected pursuant to these terms and conditions. The Quotation and any other invoice or document evidencing or describing any Goods is incorporated into and forms part of these terms and conditions.
- 2.4. These terms and conditions of sale are paramount and to the extent that there is any conflict between any provision of them and the Quotation and any other invoice or document evidencing or describing any Goods or relating to the supply and sale thereof, these terms and conditions of sale will prevail.
- 2.5. This agreement is personal to the Buyer and is not capable of assignment. This clause shall not prevent employees of the Buyer using hired Goods in conformity with this agreement.

### 3. PRICE AND PAYMENT

- 3.1. At the Seller's sole discretion the Price shall be as indicated on the Quotation and any other invoices provided by the Seller to the Buyer in respect of Goods supplied.
  - 3.2. The Price excludes GST, delivery costs, fuel, cleaning charges, service charges and all saleable and consumable items.
  - 3.3. The Price shall be increased by the amount of any GST and other taxes and duties which may be applicable and any delivery costs.
  - 3.4. The Price may be increased by the amount of any reasonable increase in the cost of the Goods, including any changes in exchange rates, that is beyond the control of the Seller between the date of the Quotation and receipt by the Buyer of the Goods.
  - 3.5. Time for payment for the Goods shall be of the essence. Payment for Goods purchased from the Seller must be on a cash with order basis, following which the Seller will issue a tax invoice to the Buyer. Payment for Goods hired from the Seller shall be payable on completion of the hire period.
  - 3.6. Notwithstanding Clause 3.5, in the event that the Buyer has a trade account with the Seller, the Seller may elect that payment shall be due on the 20th day of the month following the date of the invoice for Goods purchased and the earlier of the 20th of the month following the date of the invoice or completion of the hire period for Goods hired. The Seller reserves the right to interim bill any hire charges at the end of each calendar month in which case each amount owing is payable in accordance with the Seller's credit terms as well as any balance payable at the end of the hire period.
- (a) The Buyer acknowledges that:
- i. The Seller supplies all Goods to the Buyer on condition that all payments made to the Seller from the Buyer are valid and in the ordinary course of business. Any payments are agreed to be received in good faith and in the reasonably held belief that the payments are valid.
  - ii. By accepting payment from the Buyer, the Seller alters its position in reliance on the validity of that payment.
  - iii. The Seller may allocate payments as it sees fit notwithstanding any specific tender by the Buyer.
  - iv. Payment of the amount owing shall be free of any counterclaim, set-off, deduction or any other claim whatsoever.
- 3.7. Interest on overdue invoices shall accrue from the date when payment becomes due daily until the date of payment at a rate of 2.5% compounding per calendar month and shall accrue at such a rate after as well as before any judgement.
  - 3.8. Any expenses, disbursements and legal costs incurred by the Seller in the enforcement of any rights contained in this contract shall be paid by the Buyer, including any reasonable solicitor's fees or debt collection agency fees.
  - 3.9. At the Seller's sole discretion, a deposit may be required. The deposit amount will be stipulated at the time the Goods are ordered and shall become immediately due and payable. Where a deposit is paid by the Buyer to the Seller, such deposit shall be non-refundable.
  - 3.10. All payments (including payments made by electronic funds transfer, direct debit, direct credit or credit card) shall be made to the Seller at its premises in Auckland.
  - 3.11. The provision of engineering services are subject to the Seller carrying out a satisfactory initial inspection of the item requiring services to ascertain its suitability. At the Seller's sole discretion a non-refundable inspection fee may be required which will be immediately due and payable.

### 4. QUOTATIONS

- 4.1. The Seller may from time to time provide Quotations for the supply of Goods. Any Quotations that the Seller may provide are valid for one month from the date of the Quotation. However the Seller reserves the right to modify or withdraw the Quotation at any time and will endeavour to inform the Buyer in respect of any such modifications.
- 4.2. Any Quotation made by the Seller is not an offer to sell and no order given in pursuance of any Quotation shall bind the Seller until accepted by the Seller in writing or by the commencement of the supply of the Goods as subject of the order.

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## 5. SUPPLY AND DELIVERY OF GOODS

- 5.1. Unless otherwise agreed in writing by the parties, supply of the Goods from the Seller to the Buyer shall be completed immediately upon the Seller notifying the Buyer, as appropriate, that either the goods being supplied are available to be uplifted from the Seller's premises or the engineering services have been completed and the serviced item is available to be uplifted from the Seller's premises.
- 5.2. Delivery of the Goods by any means whatsoever including delivery arranged on the Buyer's behalf by the Seller shall be solely at the Buyer's expense and risk. The Buyer acknowledges that the Seller has no responsibility or liability whatsoever in respect of the delivery of Goods to the Buyer.
- 5.3. The Seller has the right to make partial deliveries against the Buyer's purchase order and to invoice each partial delivery separately.

## 6. RISK OF GOODS PURCHASED BY BUYER

- 6.1. Notwithstanding that ownership in the Goods may not have passed to the Buyer risk in the Goods shall pass to the Buyer on supply of the Goods to the Buyer as defined in Clause 5 and the Buyer shall be obliged to insure the Goods from the time of supply to the Buyer and pending payment in full insure the Goods in the name of the Seller and the Buyer for the respective interest.
- 6.2. If any of the Goods are damaged or destroyed prior to property in them passing to the Buyer, the Seller is entitled, without prejudice to any of its other rights or remedies under these terms and conditions, to receive all insurance proceeds payable in respect of the Goods. The production of these terms and conditions by the Seller is sufficient evidence of the Seller's rights to receive the insurance proceeds without the need for any person dealing with the Seller to make further enquiries. The Seller will apply the insurance proceeds as follows:
  - (a) first, in payment of the price of the Goods that are damaged or destroyed, if unpaid;
  - (b) second, in payment of any other sums payable to the Seller by the Buyer on any account or pursuant to these terms and conditions;
  - (c) third, any balance is to be paid to the Buyer.
- 6.3. Notwithstanding any period of credit, legal and beneficial ownership of any and all Goods shall remain with the Seller until payment in full is made for them and for all other Goods supplied by the Seller to the Buyer.
- 6.4. If payment is overdue in whole or in part in respect of any of the Goods the Seller may (without prejudice to any of its other rights) recover and/or resell the Goods or the mixed goods referred to in Clause 6.7 or any of them and may enter upon the Buyer's premises or any other place where the Goods and/or the mixed goods are stored by its servants or agents for that purpose (and the Buyer grants to the Seller an irrevocable right and authority to so recover, re-enter and re-sell), provided that the Seller may only recover and resell for its own account sufficient of the Goods and/or the mixed goods to satisfy all unpaid liability in respect of all Goods and the costs of resale. If any excess is recovered by the Seller, it shall not be liable in damages but shall account for the excess to the Buyer.
- 6.5. Until payment is made in full by the Buyer for the Goods, the Buyer will store the Goods in such a manner that they are clearly identifiable as the property of the Seller and will keep separate records in respect of the Goods.
- 6.6. If the Goods are sold or otherwise disposed of by the Buyer prior to payment in full, the Buyer will have been deemed to have done so as agent for the Seller and the proceeds of such sale will be the property of the Seller. The Buyer will hold the proceeds of such sale on trust, on account for the Seller, and keep them in a separate fund from its own money.
- 6.7. Where the Seller has reasonable cause to believe:
  - (a) The Buyer has not strictly complied with these terms and conditions and, in particular, default of payment; or
  - (b) The Buyer has or will commit an act of bankruptcy or, being a company, has had a receiver appointed or about to be appointed, or is declared insolvent;Despite Section 109 of the Personal Property Securities Act 1999 ("the Act"), and in addition to the rights contained in that section, the Seller may recover any or all of the Goods or the mixed goods and re-sell the Goods or the mixed goods and for such purpose may at any time of the day or night enter by force if necessary upon any premises where such Goods or mixed goods are reasonably thought to be stored (and the Buyer grants to the Seller an irrevocable right and authority to so recover, re-enter and re-sell).
- 6.8. In exercising its rights pursuant to this clause, the Seller shall be entitled to deduct from any sale of Goods or mixed goods recovered from the Buyer all the liabilities and expenses (including legal expenses) incurred by the Seller in enforcing or attempting to enforce its rights pursuant to this clause 6.

## 7. PERSONAL PROPERTY SECURITIES ACT 1999

- 7.1. The Buyer grants to the Seller a security interest in all present and after acquired Goods and their proceeds.
- 7.2. On the request of the Seller the Buyer shall promptly execute any documents and do anything else required by the Seller to ensure attachment and perfection of the security interest over the Goods and their proceeds including providing any information the Seller reasonably requires to complete a financing statement or a financing change statement. The Buyer waives any right to receive a copy of a verification statement under the Act.
- 7.3. The Buyer will pay to the Seller all costs, expenses and other charges incurred, expended or payable by the Seller in relation to the filing of a financing statement or a financing change statement in connection with these terms and conditions.

## 8. CERTAIN PROVISIONS NOT TO APPLY

- 8.1. The Seller and the Buyer agree that nothing in Sections 114(1)(a), 117(1)(c), 133 and 134 of the Act shall apply to these terms and conditions.
- 8.2. The Seller and the Buyer also agree that the following rights of the Buyer as debtor shall not apply:
  - (a) to receive a statement of account under Section 116;
  - (b) to recover surplus under Section 119;
  - (c) to receive notice of a secured party's proposal to retain collateral under Section 120(2);
  - (d) object to a secured party's proposal to retain collateral under Section 121;
  - (e) not to have goods damaged when a secured party removes an accession under Section 125;
  - (f) refuse permission to remove an accession under Section 127;
  - (g) receive notice of the removal of an accession under Section 129;
  - (h) apply to the Court for an order concerning the removal of an accession under Section 131;
  - (i) redeem collateral under Section 132.

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## 9. ACKNOWLEDGEMENT

- 9.1. The Buyer acknowledges that it has received a copy of these terms and conditions and in particular that the terms contained in this agreement constitute a security agreement for the purposes of the Act.

## 10. DEFECTS

- 10.1. Subject to the provisions of clause 12, the Buyer shall inspect the Goods on supply as defined in clause 5 and shall within 24 hours of supply notify the Seller of any alleged defect. Any claim by the Buyer of damage or loss should then be endorsed on the carrier's receipt (if applicable) and a detailed claim in writing for any damage or loss must be received by the carrier (if applicable) and the Seller within 7 working days of supply. All claims and notifications in terms of this clause must be sent by recorded delivery and failure to comply with these conditions may invalidate any claim at the Seller's discretion. The Buyer shall afford the Seller an opportunity to inspect the Goods. If the Buyer fails to initially notify the Seller of any alleged default within 24 hours of supply, the Goods shall be conclusively presumed to be in accordance with the terms and conditions and Quotation and free from any defect.
- 10.2. The Consumer Guarantees Act 1993 and/or the Fair Trading Act 1986 may imply warranties or conditions or impose obligations upon the Seller which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such legally mandatory terms or conditions imposed on the Seller, the Seller's liability shall only apply to the minimum extent required by that statute or provision and those legal obligations shall be restricted and modified so that only the legally essential obligations contained in those statutes apply to any Goods supplied by the Seller. If such statutory provisions nevertheless do not apply, then the Seller's liability under this contract shall be limited at the Seller's sole discretion to:
- (a) replacing or, if appropriate, repairing the defective Goods; or
  - (b) refunding the Price paid by the Buyer to the Seller for the defective Goods.
- 10.3. The Seller may (in its discretion) accept the Goods for credit but this may incur a handling fee of 10% of the value of the returned Goods plus any freight. In this event, the Goods must be 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.
- 10.4. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Buyer acquires Goods from the Seller for the purposes of a business in terms of Section 2 and 43 of that Act.
- 10.5. Subject to the provisions contained in clause 10 above:
- (a) any Goods supplied but not manufactured by the Seller shall be covered only by the express warranty, if any, of the manufacturer of such Goods and any such warranty shall be void if the Buyer replaces any Goods supplied or proposed to be supplied by the Seller with Goods supplied by any other entity;
  - (b) the Seller shall be under no liability to the Buyer in respect of any Goods that have been improperly stored, handled, operated or which have not been installed, operated or maintained according to any instructions given by the Seller to the Buyer or contained in supplier furnished manuals;
  - (c) In no event shall the Seller be responsible for any consequential loss, penalties, expenditure, damages or losses suffered or incurred by the Buyer arising out of any delay in delivery or caused by or arising out of any use of or dealing with the Goods, whether arising from any defect in the Goods, installation of the Goods, finishing works carried out to the Goods, unsuitability for the Buyer's purpose, negligence by the Seller or its employees or agents in any other way;
  - (d) The Buyer acknowledges that the Buyer is fully responsible for installing the Goods or for any completion works carried out by the Buyer on any items that have undergone engineering services provided by the Seller and the Seller has no liability in respect of these Goods or any loss or damage direct or indirect howsoever arising therefrom.

## 11. INTELLECTUAL PROPERTY

- 11.1. Where the Goods are manufactured by the Seller to the Buyer's specification, the Buyer hereby warrants that the manufacture and supply of the Goods by the Seller will not infringe intellectual property rights (including but not limited to a patent, registered design, trademark, copyright or other proprietary right) of any other person. The Buyer indemnifies the Seller against any liability to or action by a third party for infringement or alleged infringement of any intellectual property right.
- 11.2. Copyright in all drawings, specifications and other technical information provided by the Seller under these terms and conditions and all other intellectual property rights including but not limited to trademarks and patents are vested in the Seller.

## 12. SECURITY AND CHARGE

- 12.1. Notwithstanding anything to the contrary contained herein or any other rights which the Seller may have howsoever:
- (a) Where the Buyer and/or the Guarantor (if any) is the owner of land, realty or any other asset capable of being charged, both the Buyer 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 the Seller or the Seller's nominee to secure all amounts and other monetary obligations payable under the terms and conditions. The Buyer and/or the Guarantor acknowledge and agree that the Seller (or the Seller's nominee) shall be entitled to lodge where appropriate a caveat, which caveat shall be released once all payments and other monetary obligations payable hereunder have been met.
  - (b) Should the Seller elect to proceed in any manner in accordance with this clause and/or its sub-clauses, the Buyer and/or Guarantor shall indemnify the seller from and against all the Seller's costs and disbursements including legal costs on a solicitor and own client basis.
  - (c) To give effect to the provisions of clause 12(a) to (b) inclusive hereof the buyer and/or the Guarantor (if any) do hereby irrevocably appoint the Seller as the Buyer's and/or Guarantor's true and lawful attorney to execute mortgages and charges (whether registrable or not) including such other terms and conditions as the Seller shall think fit in its absolute discretion against the joint and/or several interest of the Buyer and/or the Guarantor in any land, realty or asset in favour of the Seller and in the Buyer's and/or Guarantor's name as may be necessary to secure the said Buyer's and/or Guarantor's obligations and indebtedness to the Seller and further to do and perform all necessary and other acts including instituting any necessary legal proceedings, and further to execute all or any documents in the Seller's absolute discretion which may be necessary or advantageous to give effect to the provisions of this clause.

## 13. CANCELLATION

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- 13.1. The Seller may cancel these terms and conditions or cancel supply of the Goods at any time before the Goods are supplied by giving written notice. On giving such notice the Seller shall promptly repay to the Buyer any sums paid in respect of the Price for the Goods. The Seller shall not be liable for any loss or damage whatever arising from such cancellation.
- 13.2. Once placed, no order may be cancelled by the Buyer except in writing and then only with the prior written consent of the Seller which the Seller may withhold at its discretion and without being required to give a reason. In particular, if engineering services have commenced, the item will not be released to the Buyer until the services are completed unless otherwise agreed by the Seller.

#### **14. PRIVACY ACT**

- 14.1. The Buyer authorises the Seller to collect, retain, disclose to any person and use any information about the Buyer, for the purpose of assessing the Buyer's creditworthiness, enforcing any rights under these terms and conditions or marketing the Goods provided by the Seller to any other party.

#### **15. GUARANTORS**

- 15.1. Any personal guarantee made by any third party shall not exclude the Buyer in any way whatsoever from the liabilities and obligations contained in these terms and conditions. The Guarantor(s) and the Buyer shall be jointly and severally liable under the terms and conditions.

#### **16. GENERAL**

- 16.1. If any of the terms and conditions is held by a Court to be ineffective by virtue of non-registration, illegality or otherwise, then such condition, or part of it, shall be severed from all other conditions without affecting the validity or enforceability of all other conditions or part of them.
- 16.2. The law of New Zealand shall govern all contracts and the Buyer hereby submits to the exclusive jurisdiction of the New Zealand courts.
- 16.3. The Seller shall be under no liability whatsoever to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of a breach by the Seller of these terms and conditions.
- 16.4. The Buyer shall not set off against the Price amounts due from the Seller.
- 16.5. The Seller may license or sub-contract all or any part of its rights and obligations without the Buyer's consent.
- 16.6. The Seller is entitled at any time to assign to any other person all or part of the debt owing by the Buyer to the Seller without the prior consent of the Buyer.
- 16.7. The Seller reserves the right to review these terms and conditions at any time from time to time. If, following any such review, there is to be any change in such terms and conditions, that change will take effect from the date on which the seller notifies the Buyer in writing of such change.
- 16.8. The Seller shall not be liable for delay or failure to perform the Seller's obligations under this contract arising from any act of God or if the cause of the delay or failure is beyond the Seller's control.
- 16.9. Non stock items, being Goods not stocked by the Seller and ordered by the Seller from its suppliers to the Buyer's specifications, are not returnable by the Buyer to the Seller.

#### **17. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES**

- 17.1. If the Buyer is a company or trust, the director(s) or trustee(s) signing the Quotation or Application for Trading Account, in consideration for the Seller agreeing to supply Goods and grant credit to the Buyer at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to the Seller the payment of any and all monies now or hereafter owed by the Buyer to the Seller and indemnify the Seller against non-payment by the Buyer. Any personal liability of a signatory hereto shall not exclude the Buyer in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and the Buyer shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

#### **18. UNPAID SELLER'S RIGHTS TO DISPOSE OF GOODS**

- 18.1. In the event that:
- the Seller retains possession or control of the Goods; and
  - payment of the Price is due to the Seller; and
  - the Seller has made demand in writing of the Buyer for payment of the Price in terms of this contract; and
  - the Seller has not received the Price of the Goods, then, whether the title in the Goods has passed to the Buyer or has remained with the Seller, the Seller may dispose of the Goods and may claim from the Buyer the Loss to the Seller on such disposal.

#### **19. SELLER'S LIEN**

- 19.1. Where the Buyer has left any item with the Seller to receive engineering services and Seller has not received or been tendered the whole of the Price, or the payment has been dishonoured, the Seller shall have:
- a lien on the item;
  - the right to retain the item for the Price while the Seller is in possession of them;
  - a right of resale;
  - the foregoing right of disposal; provided that the lien of the Seller shall continue despite the commencement of proceedings or judgement for the Price having been obtained.

#### **20. HIRED GOODS**

- 20.1. Hire Period and Rate of Hire
- Hiring commences at the time shown on the Quotation, which is the time the Goods leave the Seller's premises and shall continue until the return of the Goods to the Seller's premises during normal trading hours, or until the expiry of the minimum hire period, whichever occurs last.
  - Risk of the Goods shall pass to the Buyer upon commencement of the hire period. All Goods are used at the Buyer's risk.

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- (c) In the absence of special arrangement to the contrary, the Goods are hired at the rate detailed on the Quotation. The minimum chargeable period of hire shall be a period of 4 hours irrespective of the length of the hire.
- (d) Conditions which prevent satisfactory operation of the Goods do not relieve the Buyer of its responsibility for hire charges.
- (e) The Seller may at any time and without reason or notice to the Buyer and/or any Guarantor:
  - i. Terminate or suspend any hire agreement or credit arrangement it has with the Buyer (and recover any hired Goods) in which case the amount owing by the Buyer to the Seller shall be immediately due; and
  - ii. In the Seller's sole discretion increase, decrease, suspend or revoke the amount of credit supplied to the Buyer.
- (f) Notwithstanding termination of the hire period, the Buyer shall be obliged to pay the Seller a sum equivalent to hire fees at the rate specified herein in respect of any period from the date of termination of the hire period until the Goods are actually returned to the Seller in a fit condition for rehire.

## 20.2. DELIVERY AND COLLECTION OF GOODS

- (a) Should the Seller agree to deliver and collect the Goods:
  - i. All cartage and delivery charges must be borne by the Buyer;
  - ii. The Buyer authorises the Seller to bring the Seller's vehicle onto the Buyer's property (or the property where the Goods are located) to deliver and/or recover the Goods at the end of hire. The Seller shall not be responsible to the Buyer or any third party for any damage that may be done by the Seller's vehicle or the Seller during the delivery or collection of the Goods; and
  - iii. Requests for collection must be made by telephone when the Buyer has finished with the Goods and not by prior arrangement. The Buyer must give the Seller sufficient notice to allow the Seller to collect and return the Goods to the Seller's premises within the Seller's normal trading hours. Insufficient notice may incur a penalty equivalent to a half day's hire (or a day and a half hire if notice is given on a Saturday afternoon).

## 20.3. CARE OF EQUIPMENT

- (a) The Goods do not purport to be new stock or equal to new stock but all Goods are understood to be in good working order for normal use at their stated capacity at the commencement of the hire period.
- (b) The Buyer shall (and hereby agrees to):
  - i. Determine using the Buyer's sole judgement that the Goods are suitable and in a condition for the work intended.
  - ii. Ensure that the Goods are operated:
    - a. by a suitably qualified operator using sufficient safety equipment (as offered or provided by the Seller);
    - b. in a skilful and proper manner, within the safety and environmental instructions provided by the Seller;
    - c. only for the purpose and within the capacity for which it was designed.
  - iii. Be liable for all consumables and the cost of reconditioning items blunted or deemed unfit for further use (such as blade or stone wear).
  - iv. At the Buyer's expense clean, fuel, lubricate, check water, maintain, keep and return the Goods in good and substantial repair and condition, failing which the Seller may charge the Buyer to reinstate the Goods to their original condition at the time of commencement of the hire period.
  - v. Immediately notify the Seller of any breakdown, damage, destruction, theft or loss of the Goods and assist the Seller's enquiries in regards to the same (including filing a Police report).
  - vi. Be liable for any loss, theft, damage or destruction of any Goods during the hire period. All goods lost or damaged beyond repair will be paid for by the Buyer at the regular replacement price.
  - vii. Breakdowns or damage resulting from negligence or misuse shall not in any circumstances shorten the period of hire.

## 20.4. OWNERSHIP OF GOODS AND THE SELLER'S RIGHT TO RETAKE POSSESSION

- (a) Any Goods supplied for hire by the Seller to the Buyer whether in consideration of rental or free of charge, shall remain the Seller's property. Whilst the Goods are in the Buyer's possession, the Buyer shall:
  - i. Keep the Goods fully insured in the Seller's name against all risks of every usual description and such other risks as the Seller may require from time to time;
  - ii. Not attempt to sell, assign, mortgage, lend or otherwise deal with or part with the possession or control of the Goods or any part thereof;
  - iii. Not alter or make any additions to the Goods, including, but without limitation, alter make any additions to, deface or erase any identifying mark, plate or number or any part thereof, on or in the Goods of any other part of the Goods or in any other manner interfere with the Goods; and
  - iv. Permit the Seller (or the Seller's agents) at any time without notice to enter all premises at which the Seller believes on reasonable grounds the Goods to be stored, to inspect, remove, or repossess the Goods supplied by the Seller.

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