Clarks Pipes Limited – Terms & Conditions of Trade

- Definitions "Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract. "Clarks" means Clarks Pipes Umiled, its successors and assigns or any person acting on behalf of and with the authority of Clarks Pipes 1.2
- any person acting on behalt of ano with the automay or second equivalence of the automatical timited. "Client" means the person's, entities or any person acting on behalt of and with the authority of the Client requesting Clarks to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and: (a) if there is more than one Client, is a reference to each Client (b) if the Client is a partnership, it shall bind each partner jointly? At and severally, and (c) if the Client is a partnership, it shall bind each partner jointly? At and severally, and everally, and everally, and (c) if the Client is a part of a Trust, shall be bound in their capacity as a trustee, and (d) includes the Client's executors, administrators, successors and permitted assigns. 1.3

permitted assigns. Goods "means all Goods or Services supplied by Clarks to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for

- Client at the Client's request from time to time (wnere the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other). "Confidential Information" means information of a confidential inature whether oral, written or in electronic form including, but not limited to, this 'Contract, either partys intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not7.5 limited to, "Personal Information" such as: name, address, D.O.B., accupation, driver's license details, electronic contract (mail, facebook or Twitter details), medical insurance details or next of kin7.6 doubtes' means small files which are stored on a user's computer. They are designed hold and prioring details. "Cookies' means small files which are stored on a user's computer. They are designed hold and the client's computer. They are designed hold and they bervier of the client's computer. They are designed hold and they bervier of the client's computer. They are designed hold and they bervier of the client's computer. They are the right to enable / disable the Cookies first by selecting the option to enable / disable iprovided on the website, prior to making enquiries via the website. "Price' means the Price payable (plus any Goods and Services Tar.8 ('GSTT) where applicable) for the Goods as agreed between Clarks and the Client in accordance with clause 0 beiow.
- 1.7

2. 21

- Acceptance The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts Delivery of the Goods. In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this 6.1 Contract may only be amended in writion by the consent of both 2.2
- 2.3
- Contract may only be amended in writing by the consent of both 24
- Any amendment to the terms and conditions contained in this 8.1
 Contract may only be amended in writing by the consent of both parties.
 The Stephy of Goods on credit shall not take effect until the Client acknowledges and accepts that:
 (a) the supply of Goods on credit shall not take effect until the Client acknowledges and accepts that:
 (b) In the event that the supply of Goods requested exceeds the Client's credit limit eadlor the account.
 (c) In the event that the supply of Goods requested exceeds the Darks reserves the right to reluse Delivery.
 (c) Clarks (at their sole discretion) reserves the right not to supply Goods right or the limit of the limit of the account suppliery. Clarks shall not be liable to the Client's any their suppliers). Clarks shall not be liable to the Client's any their suppliers. Clarks shall not be liable to the Client to any tops or damage the Client suffers due to Clarks exercising its rights and accept the Client's any their suppliers', Clarks shall not be liable to the Client's any tops or Services supplied is given in good faith to the Client's shall be accepted without liability on the part of Clarks. Where such 9. shall be accepted without liability on the part of Clarks shall require the Client or ther agent to atthorise.
 Evervices in writing. Clarks shall not be liable to the any wuy whatsever for any damages or losses that occur after any subsequent commencement of the Services.
 Electronic signatures shall be deemed to be accepted by either approximation that Act or any Regulations referred to in that Act.
 Authorised Representatives
- 26

3. 3.1

- Authorised Representatives 9.4 Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to Clarks as the Client's should the Client introduce any third party to Clarks as the Client's should have the full authority of the Client to order any Goods or shall have the full authority of the Client to order any Goods or shall have the Client's behalf (such authority to continue until all 10. requested Services have been completed or the Client otherwise 10.1 notifies Clarks in writing that said person is no longer the Client's duly authorised representative). In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority or act on the Client's behalf then the Client must specifically and clearly advise Clarks in writing of the parameters of the limited authority granted to their representative.
- 3.2
- Withing to the positioned of the presentative presentative presentative. The Client specifically acknowledges and accepts that they will be solely liable to Clarks for all additional costs incurred by Clarks (including Clarks' profit margin) in providing any Services, Goods or variation/s requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)). 3.3
- Errors and Omissions
 10.3
 The Client acknowledges and accepts that Clarks shall, without
 prejudice, accept no liability in respect of any alleged or actual
 error(s) and/or comission(s):
 (a) resulting from an inadvertent mistake made by Clarks in the 11.
 formation and/or administration of this Contract; and/or
 11.1
 (b) contained in/omitted from any literature (hard copy and/or
 electronic) supplied by Clarks in respect of the Services.
 In the event such an eror and/or comission occurs in accordance
 with clause 4.1, and is not atributable to the negligence and/or willui 11.2
 Contract as repudated nor render it invalid.
 11.3 42

Change in Control The Client shall give 5. 5.1 Change in Control The Clent shall give Clarks not less than fourteen (14) days prior written notice of any proposed change of ownership of the Clent and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address and contact phone or fax number's, change of trustees or business practice). The Client shall be liable for any loss incurred by Clarks as a result of the Client's failure to comply with this clause.

6.

- Credit Card Information Clarks will: (a) keep the C"

- Clarks will: (a) keep the Client's personal details, including credit card details for only as long as is deemed necessary by Clarks; (b) not disclose the Client's credit card details to any third party; (c) not unnecessarily disclose any of the Client's Personal Information, except is accordance with the Privacy Policy (clause 20) or where required by law. The Client expressly agrees that, if pursuant to this Contract, there are: 6.2
- are: (a) any unpaid charges; (b) other amounts due and outstanding by the Client; or (c) any Cooks supplied on trial that are lost or damaged; Clarks is entitled to immediately charge the Client's nominated credit card for these amounts, and is irrevocably authorised to complete any documentation and take any action to recover from the credit card issuer any and all amounts which may be due by the Client pursuant to the terms of this Contract. 6.3

- Price and Payment At Clarks' sole discretion the Price shall be either: (a) as indicated on any invoice provided by Clarks to the Client; or 12. (b) the Price as at the date of Delivery of the Goods according to 12.1
- Clarks current price list; or Clarks queted price (subject to clause 7.2) which will be valid for the period stated in the quotation or otherwise for a period of (c)

Clarks reserves the right to change the Price if a variation to Clarks quotation is requested. Any variation from the specifications of the Goods (including, but not limited to, any variation as a result of 12.2 increases to Clark in the cost of Goods, taxes, levies, or fluctuations Increases to Clark in the cost of Goods, taxes, leves, or fluctuations in currency exchange rates, or where the Goods cease to be available, etc) will be charged for on the basis of Clark's quotation, and will be detailed in writing, and shown as variations on Clark's invoice. The Client shall be required to respond to any variation submitted by Clarks within ten (10) working days. Failure to do so will entitle Clarks to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion. At Clarks' sole discretion a non-refundable deposit may be required

Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Clarks, which

- be payable by the uners on the amplies.
 (a) on Delivery of the Goods;
 (b) by way of instalments/progress payments in accordance with Clarks' payment schedule;
 (c) for certain approved Clients, due twenty (20) days following the 12.3 and of the month in which a statement is posted to the Client's address or ondoes;
 (d) the date specified on any invoice or other form as being the date for payment; or days following the date of any notices;
 (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by 2.6 Clarks.

days following the date of any invoice given to the Client by Clarks. Payment may be made by electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as 12.7 agreed to between the Client and Clarks. Clarks may in its discretion allocate any payment received from the Client towards any invoice that Clarks determines and may do so at the time of receipt or at any time afterwards. On any default by the Client Clarks may re-allocate any payments previously received and 13. allocated. In the absence of any payments previously received and 13. allocated. In the absence of any payments previously received and 13. Interest (as defined in the PPSA) in the Goost. The Client shall not be entitled to set of against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Clarks nor to withhold payment of any invoice because part of that invoice 13.2 is in dispute.

is in dispute. Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Clarks an amount equal to any13.3 GST Clarks must pay for any supply by Clarks under this or any other contract for the sale of the Goods. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition, the Client must pay any other taxeous the Price. In addition, the didition to the Price except where they are expressly included in the 14.1 Price.

Delivery of Goods Delivery ("Delivery") of the Goods is taken to occur at the time that: (a) the Client or the Client's nominated carrier takes possession of the Goods at Clarks address; or (b) Clarks (or Clarks' nominated carrier) delivers the Goods to the Client's nominated address even if the Client is not present at

the address. At Clarks' sole discretion the cost of Delivery is either included in the 14.2

At Clarks' sole discretion the cost of Delivery is either included in the Price or is in addition to the Price. Any time specified by Clarks for Delivery of the Goods is an estimate only. The Client must take Delivery by receipt or collection of the Goods whenever they are tendered for Delivery. Clarks will not be liable for any loss or damage incurred by the Client as a result of Delivery being late. In the event that the Client is unable to take Delivery of the Goods as arranged then Clarks shall be entited to charge a reasonable fee for redelivery and/or storage. Clarks may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and pair alianemts. Each the provisions in these terms and conditions.

Risk 14.3 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery. If any of the Goods are damaged or destroyed following Delivery but 14. If the Client Client must insure the Goods. The production of these terms and conditions by Clarks is sufficient evidence of 15. Clarks' rights to receive the insurance proceeds without the need for 15.1 any person dealing with Clarks to make further enquiries. If the Client requests Clarks to make further enquiries. If the Client requests Clarks to make further enquiries. Where the Client has supplied Clarks with any design specifications (including, but not limited to CAD drawings) the Client shall be 16. responsible for providing accurate data. Clarks shall not be fable 16. or any errors of eavy errors in the Goods that are caused by incorrect or inaccurate data being supplied by the Client. 14.3

- or inaccurate data being suppress or the second Specifications The Client acknowledges that: (a) all descriptive specifications, illustrations, drawings, data, 17.1 dimensions and weights stated in Clarks' fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Client shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the Contract, 17.2 unless expressly stated as such in writing by Clarks; (b) while Clarks may have provided information or figures to the Client regarding the performance of the Goods, the Client acknowledges that Clarks has given these in good faith, The Client shall be responsible for ensuring that the Goods ordered are suitable for their intended use. Clarks reserves the right to substitute comparable Goods (or components of the Goods), and in all such cases Clarks will notify 18. the Client in advance of any such substitution. THA

Title Clarks and the Client agree that ownership of the Goods shall not

s until: the Client has paid Clarks all amounts owing to Clarks; and 18.2

- (a) the Client has paid Clarks all amounts owing to Clarks, and 18.2 (b) the Client has metal of its other obligations to Clarks. Receipt by Clarks 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. It is further agreed that until ownership of the Goods passes to the 18.3 Client in accordance with clause 11.1: (a) the Client is only a bailee of the Goods and must return the Goods to Clarks on request; (b) the Client is not clarks on request; (c) the Client is not return for Clarks on must net to Client's insurance of the Cover on the for Client's networks for the short of the shor
- 18.4
- the Client holds the benefit of the Client's insurance of the Goods on trust for Clarks and must pay to Clarks the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed; the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client etails, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Clarks and must pay or deliver the proceeds to Clarks on demand; the Client should not convert or process the Goods or intermix (c)
- or usiver the proceeds to Clarks on demand; the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Clarks and must sell, dispose of or return the resulting product to Clarks as is ordirect: (d)
- (e)
- (f)
- must sell, dispose of or return the resulting product to Clarks as its odirects; the Client irrevocably authorises Clarks to enter any premises where Clarks believes the Goods are kept and recover possession of the Goods; Clarks may recover possession of any Goods in transit whether or not Delivery has occurred; the Client shall not charge or grant an encumbrance over the **19**. Goods nor grant nor otherwise give away any interest in the 19.1 Goods while they remain the property of Clarks; and Clarks may commence proceedings to recover the Price of the Goods solid bruthitstanding that ownership of the Goods has not passed to the Client. (q) (h)

- Personal Property Securities Act 1999 ("PPSA") Upon assenting to these terms and conditions in writing the Client 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 and/or collateral (account) being a monetary obligation of the Client to Clarks
- Carcellation Without prejudice to any other remedies Clarks may have, if at any 23.7 time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Clarks may suspend or terminate the supply of Goods to the Client. Clarks will not be liable to the Client for any loss or damage the Client suffers because Clarks has exercised its rights under this clause. Clarks has exercised its rights under this clause. Clarks has exercised its rights under this clause. Clarks has exercised its rights under these terms and conditions 23.8 apply or cancel Delivery of Goods at any time before the Goods are clarks shall repay to the Client any money paid by the Client for the 23.9 Goods. Clarks shall not be liable for any loss or damage whatsoever arising from such cancellation.
- Please note that a larger print version of these terms and conditions is available from Clarks on request.

for Services – that have previously been supplied and that will 19.3 be supplied in the future by Clarks to the Client. The Client undertakes to:

for Services – that have previously been supplied and una with the supplied in the future by Clarks to the Client.
The Client undertakes to:

(a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-19.4 to date in al respects) which Clarks may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register.
(b) indemnify, and upon demand reimburse, Clarks for all 20. expenses incurred in registering a financing statement or financing statement or 20.1 financing change statement on the Personal Property Securities Register.
(c) not register, or permit to be registered, a financing statement or 20.1 financing change statement in relation to the Code and or collateral (account) in favour of a third party without the prior written consent of Clarks; and
(d) immediately advise Clarks 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.
Clarks and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA. Shall apply to these terms and conditions.
The Client waves its rights as debtor under sections 114(1)(a), 134 and 134 of the PPSA.
The Client sale 12.1 to 12.5.
Subject to any express provisions to the contrary (including these contained in this clause 2), provisions to the contrary (including these contained in this clause 12.1 to 12.5.
Subject to any express provisions to the contrary (including these contained in this clause 12.1 to 12.5.
Subject to any express provisions to the contrary (including these contained in this clause 12.1 to 12.5.
Subject to any express provisions to the contrary (including these contained in this clause 12.1 to 12.5.
Subject to any express provisions to the contrary (including these contained in this clause 12.1 to 12.

In the event that the Client cancels Delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Clarks as a direct result of the cancellation (including, but not limited to, any loss of profis). Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

Privacy Policy

Privacy Policy All emails, documents, images or other recorded information held or used by Clarks is Personal Information as defined and referred to in clause 20.3 and therefore considered confidential. Clarks acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy At 1993 ('the AC') including Part II of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant in a European Economic Area "EEA" under the EU Data Privacy Laws (including the General Data Protection Regulation "GOPR") (collectively, "EU Data Privacy Laws). Clarks acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Client's Personal Information, held by Clarks that may result in serious harm to the Client, Clarks will notify the Client in accordance with the Act and/or the GDPR. Any release of such personal information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.

accordance with the Act and the GDPR (where relevant) and must be approved by the Client by written consent, unless subject to an operation of law.
 Notwithstanding clause 20.1, privacy limitations will extend to Clarks in respect of Cookies where the Client utilises Clarks' website to make enquires. Clarks agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Client's:

 (a) IP address, horwser, email client type and other similar details;
 (b) Tracking website usage and traffic; and
 (c) reports are available to Clarks' usen Clarks website to Clarks by Personal Information;
 (c) reports are available to Clarks' usen Clarks website and web client, so Clarks' usen of Cookies on Clarks' website to advise the Client's and later wishes to withdraw that consent, the Client townsing cookies by deleting them from the browser history when exiting the site.

 The Client cultar, law clarks or Clarks' agent to:

 (a) cacess, collect, retain and use any information about the Client;
 (i) fording, name, address, D.O.B, occupation, driver's license details, electronic contact lealls or next of kin and other contact information (where applicable), previous credit applications, such worthow there sing, or any overcue finess balance information hold by the Ministry of Justice) for the purpose of assessing the Client, averiable to the Client.
 (b) disclose information about the Client, whether collected by Clarks from any Clients with the Client, whether collected by Clarks from any the client's credit by constant web clients; or any overcle to the Client.
 (b) clarks from the Client directlify or obtained by Clarks from any

(i) Client, a boot or individual product and existing a function of the client of t

and the right to request that Clarks correct any incorrect Personal information. Clarks will destroy Personal Information upon the Client's request (by e-mail) or if is no longer required unless its required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law. The Client can make a privacy compliant by contacting Clarks via e-mail. Clarks will respond to that compliant within seven (7) days of receipt and will take all reasonable steps to make a decision as to the compliant within twenty (20) days of receipt of the compliant. In the event that the Client is not satisfied with the resolution provided, the Client can make a compliant to the Information Commissioner at http://www.privacy.org.nz/comply/comptop.html_

Any written notice given under this Contract shall be deemed to have been given and received: (a) by handing the notice to the other party, in person; (b) by leaving it at the address of the other party as stated in this Contract.

(c) by normal to the backets of the backet of the backe

Durise of post, the mass reaction of subsequent to entering in to the fir the Client at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Irust") then whether or not Clarks may have notice of the Trust, the Client covenants with Clarks as follows: (a) the Contract extends to all rights of indemnity which the Client now or subsequently may have against the Trust and the trust fund:

now or subsequently may have against the rust and the trust fund; (b) the Client has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Client against the Trust or the trust fund. The Client will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity; (c) the Client will not without consent in writing of Clarks (Clarks will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events: (i) the removal, replacement or retirement of the Client as trustee of the Trust; (ii) any alteration to variation of the terms of the Trust; or (iii) any advancement or distribution of capital of the Trust; or

(iii) any advancement or distribution of capital of the Trust; or (iv) any resettlement of the trust property.

The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's night to subsequently enforce that provision. If any provision of these terms and conditions shall be invaid, void, ligged or unenforceable the validity, existence, legality

and enforceability of the remaining provisions shall not be affected

Internet informative of the remaining provisions shall not be artevee, and addied of impained. 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 Audiand Courts of New Zealand. Except to the extent permitted by law 'CGA'. Clarks shall be under no liability whatsoever to the Client for any indirect andfor consequential loss and/or expresse (induring loss of profit) suffered by the Client arising out of a breach by Clarks of these terms and conditions (alternative) Clarks liability shall be limited to damages which under no circumstances shall exceed the Price of the Coost). Clarks may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Client's consent. The Client canol licence or assign without the written approval of Clarks.

Duligeons bines were available to a single without the written approval of Clarks may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this contract by so doing. Furthermore, the Clark agrees and understands that they have no authority to give any of Clarks. The client agrees that Clarks may amend their general terms and conditions for subcontractors without the authority of Clarks. The Client agrees that Clarks may amend their general terms and conditions for subcount future contracts with the Client scores such changes, or otherwise at such time as the Client makes at further request for Clarks to provide Codots to the Client makes at further request for Clarks to provide Codots to the Client makes at under starks, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party. Both parties warrant that they have the power to enter the this Contract and have obtained all necessary authorisations to allow them to do so, they are not involvent and that this Contract creates

them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.

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Service of Notices

21. 21.1

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General The failur

Security and Charge In consideration of Clarks agreeing to supply the Goods, the Client charges all of is rights, tille and interest (whether joint or several) in any land, really or other assets capable of being charged, owned by the Client either now or in the thure, to secure the performance by the Client internow or in the payment of any money). The Client indemnifies Clarks from and against all Clarks' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Clarks' rights under this clause. The Client's true and lawful attorney's to perform all necessary acts to give effect to the provisions of this clause 13 including, but acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.

The Client shall inspect the Goods on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify Clarks of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Clarks 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 all to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Clarks has agreed in writing that the Client is entitled to reject, Clarks liability is limited to either (at Clarks Goods will not be accepted for return other than in accordance with 14.1 above, and provided that: (a) Clarks has agreed in writing to accept the return of the Goods; and 20.4 20.5

- (a) and a second at the client's cost within seven (7) days of the Delivery date; and
 (c) Clarks will not be liable for Goods which have not been stored
- (c) Clarks will not be liable for Jourds within have not seen succes or used in aproper manner; and (d) the Goods are returned in the condition in which they were delivered and with all packaging material, trochures and 20.7, instruction material in as new condition as is reasonably possible in the circumstances.
- pussible in the circumstances. Clarks may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of twenty percent (20%) of the value of the returned Goods plus any freight. Subject to clause 14.1, non-stocklist items or Goods made to the Client's specifications are not acceptable for or redit or return.

Warranty For Goods not manufactured by Clarks, the warranty shall be the current warranty provided by the manufacturer of the Goods. Clarks shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the

Consumer Guarantees Act 1993 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 ("CGA") do not apply to the supply

or Goods by Clarks to the Culent. 21.2 Intellectual Property Where Clarks has designed, drawn or developed Goods for the 22. sale to a Client, then the copyright in any designs and 22.3 drawings and documents shall remain the property of Clarks. Under no circumstances may such designs, drawings and documents be used without the express withen approval of Clarks. The Client warrants that all designs, specifications or instructions given to Clarks will not cause Clarks to infinge any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Clarks against any action taken by a third party against Clarks in respect of any such infingment. The Client agrees that Clarks may (al no cost) use for the purposes of markeling or entry into any competition, any documents, designs, drawings or Goods which Clarks has created for the Client.

Default and Consequences of Default 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 celendar month (and at Clark's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. If the Client owes Clark's any money the Client shall indemnify Clarks from and against all costs and disbursements incurred by Clarks in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Clarks collection agency costs, and bank dishonour fees). Further to any other rights or remedies Clarks may have under this 23.1 Contract, if a Client has made payment to Clarks, and the transaction is subsequently reversed, the Client shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Clarks under this dause 18 where it can be proven that such reversal is found to be illegal, faudulent or in

costs incurred by Clarks under this dause 18 where it can be proven that such reversal is found to be illegal, faudulent or in contravention to the Client's obligations under this Contract. Without prejudice to Clarks' other remedies at law Clarks shall be 23.2 entitled to cancel all or any part of any order of the Client which remains unfulfied and all amounts owing to Clarks shall, whether or not due for payment, become immediately payable if. (a) any morey payable to Clarks becomes overdue, or in Clarks optimion the Client will be unable to make a payment when it (b) the Client was payned and payned the interventied the payned and the payned and the server of the anoncontext of the payned and the payned be to the server of the anoncontext of the payned be to the server of the anoncontext of the payned be to the server of the anoncontext of the payned be to the server of the anoncontext of the payned be to the server of the anoncontext of the payned be to the server of the anoncontext of the payned be to the server of the server of the anoncontext of the payned be to the server of the serv

(b) the Client has exceeded any applicable credit limit provided by Clarks: the Client becomes insolvent, convenes a meeting with its 234 creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its 235 creditors; or

creditors; or a receiver, manager, liquidator (provisional or otherwise) or 23.6 similar person is appointed in respect of the Client or any asset of the Client.

ue daily from the date when

of Goods by Clarks to the Client

Default and Consequences of Default Interest on overdue invoices shall accru

reditors

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