1. **DEFINITIONS AND INTERPRETATION**

1.1 In these Terms unless the context otherwise requires:

"Business Day" means any day other than a Saturday, Sunday or Statutory Holiday.

"Credit Application Form" means the credit application form provided by LHG to the Customer, as varied from time to time by LHG.

"FAF" means the current Fuel Adjustment Factor in New Zealand.

"Force Majeure Event" means any event or circumstances beyond the reasonable control of LHG which impacts on supply or any other obligation of LHG under these Terms. Such event or circumstances include, without limitation: unavoidable delays in its Services; break downs or equipment failures, delays by suppliers; delays or shortages caused by seasonal factors; shortages; delays by the Customer; strikes and labour unrest; shipping delays; delays in procuring any required import/export documentation; sabotage, acts of war; acts of terrorism; government, local authority or regulatory authority intervention, restriction or sanction; fire; flood; drought; accident; natural disaster; epidemic; or any other event commonly referred to as an "Act of God".

"GST" means goods and services tax chargeable, or to which a person may be liable, under the Goods and Services Tax Act 1985, and any penalties, additional tax or interest payable in respect of goods and services tax.

"Order" means an order made under clause 3.1.

"Order Confirmation" means an order confirmation issued under clause 3.1.

"Price" means the prices for the Services as quoted and agreed by LHG.

"Products" means the products and other property owned by the Customer and stored with LHG under these Terms.

"Services" means the storage and transport services to be performed by LHG under these Terms, as may be amended from time to time by agreement in writing between the Customer and LHG.

"LHG's Premises" means any premises whether owned or leased by LHG where LHG will provide some of the Services;

1.2 In these Terms unless the context otherwise requires: (a) the singular includes the plural and vice versa; (b) headings are for ease of reference only and will be ignored in interpreting these Terms; (c) a reference to a clause is to a clause in these Terms; (d) references to currency are to New Zealand currency; (e) references to "written" and "in writing" include any means of permanent visible representation and includes communication via email; (f) references to any document include all modifications and replacement documents from time to time; (hg) references to parties are references to parties to these Terms; (h) references to persons include corporations, unincorporated bodies of persons, government or other body; and (i) month means calendar month.

2. **SUPPLY AND PURCHASE OF SERVICES**

2.1 LHG will supply the Services to the Customer and the Customer will accept supply of the Services from LHG in accordance with these Terms.

2.2 Unless otherwise specified the Customer agrees and acknowledges that: (a) the transportation of the Products to LHG's Premises will be carried out by LHG at the Customer's sole risk; and (b) the transportation of the Products from LHG's Premises to the Customer will be carried out by LHG at the Customer's sole risk, and the Customer will not arrange transportation of the Products either on its own account or with a third party without the prior written consent of LHG.

3. **ORDERING**

3.1 Order Process: Unless otherwise specified, all orders for the Services are to be made by submitting a completed Order to LHG or its subsidiaries nominated email address. An Order made by telephone will be accepted but at the Customer's sole risk as to the accuracy of the information provided. An Order is not binding on LHG unless LHG has accepted the Order. LHG has a right to reject any Order for any reason, in its sole discretion.

3.2 There shall be no minimum order requirements, however the Customer must give notice to LHG of its order requirements by the specified period or timeframe (as specified on LHG' website or otherwise advised by LHG) for the particular Services that the Customer requires before LHG commences supply of the Services. The Customer acknowledges that if it does not give notice as required by this clause 3.2, there may be delays in LHG providing the Services.

3.3 Variation of Order: The Customer may vary or amend an Order at any time. Acceptance of any variation or amendment to an Order will be at the sole discretion of LHG. The Customer shall assume all risks and shall pay all reasonable charges applicable to the variation, amendment or cancellation of an Order. The Customer acknowledges and accepts that any variation or amendment to an Order may cause a delay in LHG's ability to provide the Services.

3.4 If LHG agrees to the terms of a variation or amendment to an Order as requested by the Customer, LHG may do so by imposing any requirements or conditions (including an increase in the Price) as a condition of LHG's agreement to the variation.

3.5

3.6 LHG will notify the Customer as soon as practicable of any circumstance(s) that may have a material effect on LHG's ability to supply the Services in accordance with these Terms.

4. **PRICES**

4.1 The Customer shall purchase the Services from LHG for the Price. Subject to the terms of any Order Confirmation, all Prices are: (a) exclusive of GST (if any) and FAF (if any); and (b) inclusive of all other taxes, duties, or other imposts, whether retroactive or not, levied on the Services and arising in New Zealand or elsewhere on the sale, provision or delivery of the Services (including the supply of materials used in or incidental to the provision of the Services) supplied to the Customer.

5. **INVOICING AND PAYMENT**

5.1 Payment: Subject to clause 5.2, the Customer must pay, without deduction or set-off, the amount set out in the invoice issued by LHG by the due date set out in the invoice.

5.2 Credit Application: If LHG has accepted the Customer's Credit Application Form, the Customer shall pay, without deduction or setoff, the amount set out in the invoice issued by LHG by direct credit to LHG or its subsidiaries nominated bank account on or by the [20th of the month following the month the invoice was issued].

5.3 If a deposit is required, the Customer will ensure payment of a non-refundable deposit of a fixed amount (being an amount advised by LHG to the Customer at the time the Customer requests the Services from LHG).

5.4 Failure to pay: If the deposit or invoiced amount is not paid by the specified due date, then without prejudice to any other rights and remedies available to LHG under these Terms or at law, LHG will be entitled to do any one or more of the following: (a) charge a late payment administration fee; (b) cancel or suspend the Order; (c) charge interest on the amount owing on a daily basis at an interest rate being the aggregate of LHG bank's unsecured overdraft rate plus [5%] until payment is received in full by LHG; and/or (d) withdraw any discount applied by LHG for the Services so that the Customer is liable for the full amount of the Services without the discount.

5.5 The Customer will be responsible for all losses, costs and disbursements (including legal costs on a solicitor/client basis) incurred by LHG in recovering any amount owing by the Customer to LHG.

5.6 Disputed invoices: If the Customer in good faith disputes the accuracy of any invoice, the Customer must: (a) give notice in writing to LHG within 10 working days of the issue date of the invoice that the Customer disputes the relevant invoice including providing full particulars of the matters in dispute, including any relevant supporting details; (b) pay the invoice in full on the due date for payment of the invoice. The disputed invoice shall be determined in accordance with clause 15.

5.7 LHG reserves the right to increase the Price for the Services if the increase is due to an increase in cost to LHG which is beyond its reasonable control ("Price Increase") including but not limited to increases in Road User Charges, increases as a result of governmental requirements, and increases resulting from third party suppliers increasing their costs or prices to LHG. LHG must give the Customer 30 days' notice of any Price Increase and the date that the Price increase will take effect ("Price Increase Notice"). The Customer will have 10 working days from the date of receipt of the Price Increase Notice to refuse the Price Increase, in which case LHG will no longer be required to provide the Services to the Customer and LHG may terminate arrangements with the Customer.

5.8 The Customer acknowledges that LHG may review pricing on an annual basis and any price increases following that review will apply as from the date 30 days after LHG have served notice on the Customer of such price increase.

6. **TITLE AND RISK**

6.1 Subject to clause 6.2 and 6.3, the Products are and remain at all times the property of the Customer. Risk in the Products will at all times be with the Customer.

6.2 Security: The Customer grants LHG a security interest over the Products to secure the Customer's obligations to LHG under these Terms. The Customer acknowledges that these Terms constitutes a security agreement for the purposes of the Personal Property Securities Act 1999 ("PPSA"), and the Customer will provide LHG with any information that LHG requires to register a financing statement pursuant to the PPSA, including debtor information set out under section 142 of the PPSA. The Customer waives any rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA and waives its right to receive a copy of the verification statement pursuant to section 148 of the PPSA in respect

of any financing statement or financing change statement registered by LHG.

6.3 General Lien: The Customer acknowledges that all Products are subject to a general lien for the Price and any other amounts owing to LHG by the Customer. If the Price or any other sum owing by the Customer under these Terms is not paid in full by the due date, LHG may retain advance payments and/or take possession of any Products in its possession and may, at LHG's sole discretion, do any one or more of the following: (a) Sell the Products by private arrangement or public auction to offset any unpaid Price, or costs associated with collection of the Price and/or disposal of the Products or any other amounts owing by the Customer; and/or (b) Dispose of the Products in any other manner as LHG sees fit, whether for value or not, if the Products are unsalable, remain unsold after being offered for sale, pose a health and safety risk, or are of insufficient value to warrant a formal sale process.

6.4 Unless otherwise agreed by LHG, damaged Products will be stored for a maximum of three months, after which time, LHG will arrange for disposal of the damaged Products in any other manner as LHG sees fit. The Customer will be liable for all costs associated with the storage and disposal of the damaged Products. The Customer acknowledges and agrees that LHG will not be liable for any losses, damages or costs incurred by the Customer or any other party as a result of any disposal in accordance with this clause 6.4.

7. **COMPLIANCE WITH LAW**

7.1 Customers Obligations: Certain laws may apply to the storage of the Products and the Customer acknowledges and agrees to comply with all relevant laws, regulations, by-laws as are or may be applicable to the storage of the Products, including but not limited to the material of the Products, the manner in which the Products are packaged (suitable for road transport), transported or stored, and the disposal of the Products should the Customer be in default of its obligations under these Terms.

7.2 The Customer must ensure that prior to LHG undertaking the Services, LHG is: (a) notified of any requirements (such as licences, product eligibility prior to receipt, market access requirements and all associated document timelines) required by LHG to transport or store the Products, and (b) the Products are provided to LHG in a way that complies with all relevant law, regulations and by-laws, including but not limited to the Health and Safety at Work Act 2015, and the Health and Safety at Work (Hazardous Substances) Regulations 2017. All liability and responsibility under clause 7 rests with the Customer and includes any and all costs incurred by LHG resulting from such a breach.

7.3 If LHG believes at any time (in its sole discretion) that the Customer is not complying or has not complied with this clause 7, LHG may: (a) take any action LHG believes necessary to comply, including inspection and/or termination; (b) immediately dispose of or remove the Products at the Customer's expense; or (c) contact, cooperate with and/or submit the Products to the relevant authorities.

8. **WARRANTIES**

8.1 In supplying the Services, LHG warrants that: (a) all Services will comply with the requirements of these Terms and in particular with the Special Terms; (b) the Products will be stored in compliance with good commercial practice for the safe and hygienic handling of the Products; and (c) it will provide the Services in accordance with the standards imposed by applicable industry standards; and (d) it will hold and maintain all necessary licences, registrations, permits, authorisations, consents and approvals required by or from any governmental, provincial or local department or agency.

8.2 Implied Warranties: The warranties in clause 8.1 of these Terms are in place of all other warranties, conditions, guarantees and representations, whether express or implied. To the maximum extent permitted by law, LHG hereby excludes any express or implied warranty, condition, guarantee or representation (whether contained in legislation or otherwise relating to these Terms) that are not contained in these Terms.

8.3 The Customer warrants that it will not provide Products to LHG to store or transport that are irreplaceable.

9. **CONFIDENTIALITY**

9.1 The Customer acknowledges that from time to time it may have access to certain information (whether written or oral) relating to the Services or the Intellectual Property of LHG or the affairs of LHG or its customers and which information is not generally known to the public including, without limitation, price quotations, lists of the LHG's customers and confidential or commercially sensitive methods and know how. The Customer agrees that it will not, without the prior written consent of the Customer, disclose such information to any third party or use such information for the Customer's own benefit or for the benefit of any other person or in any way exploit such

information, nor will the Customer provide any person with a copy of or disclose to any person the contents of any document containing such information.

10. **PRIVACY**

10.1 Privacy Act: From time to time, LHG may collect and use your personal information for purposes relating to the application for credit, provision of credit, credit assessment and debt recovery (including collecting information from, and disclosing information to, credit reporting agencies, debt collection agencies, trade references and other third parties), registering any security interest and providing you with marketing materials. Under the Privacy Act 1993, individuals have rights of access to, and correction of, their personal information. Personal information collected by the Les Harrison Group Limited will be held at 28 Empire Street, Hamilton. To request access to your personal information email enquiries@lhtgroup.nz. If debt collection is required at any time, all debt collection costs will be added to the debt for collection.

10.2 Authorisation: You authorise LHG and its subsidiaries to collect, use and disclose your personal information to third parties in connection with the purposes specified above.

11. **INSPECTION**

11.1 LHG will allow the Customer, and the Authorised Persons reasonable access to LHG's Premises during LHG's business hours for the purpose of inspection of the Products. Such access will be subject to the prior approval of LHG to be given within 24 hours of notice by the Customer requesting access under this clause (such approval not to be unreasonably withheld). Where access is approved under this clause, the Customer and the Authorised Person's will comply with LHG reasonable entry conditions (including those relating to health and safety) and not interfere with LHG's other operations carried out at LHG Premises that do not relate to the Services or these Terms.

12. **LIABILITY**

12.1 Force Majeure: LHG will not be liable for any failure or delay in complying with any of its obligations to the Customer if such failure or delay results from a Force Majeure Event.

12.2 Consequential loss: Neither party shall be liable to the other for any indirect loss or consequential loss or damage, loss of profit, loss of bargain, loss of business opportunity or exemplary damages or losses suffered by the other party or any other person arising out of or flowing from any pre-contractual misrepresentation, forecast or breach of these Terms, or other dispute arising out of these terms, whether contemplated by these Terms or not, and whether in contract, tort, breach of statutory duty or otherwise.

12.3 Exclusion: Notwithstanding any other provision of these Terms and to the maximum extent permitted by law, under no circumstances will LHG be liable for any loss or damage whether there is a breach of these Terms or negligence by LHG.

12.4 LHG will not be liable for any losses, damages or costs incurred by the Customer or any other party as a result of any delay in providing any documentation or information requested or required by the Customer or any third-party requesting documentation or information on behalf of the Customer.

12.5 Limitation: To the maximum extent permitted at law, LHG's liability for all loss, damage, claims, costs (including full costs between solicitor and client), liabilities, expenses or demands, suffered or incurred, whether in contract, tort, breach of statutory duty or otherwise arising in conjunction with or as a consequence of LHG's failure to comply with its obligations under the Agreement, is limited to the Price paid by the Customer to LHG for the Order to which the liability relates.

12.6 The Customer shall indemnify LHG from and against all costs (including full costs between solicitor and client), losses, claims, liabilities, expenses and demands suffered or incurred by LHG arising out of, in conjunction with or as a consequence of the Customer's failure to comply with its obligations under these Terms or by acts of omission by the Customer.

13. **INSURANCE**

13.1 LHG will hold, at LHG's cost: (a) Bailees Liability insurance; and (b) Public Liability Insurance; and (c) Carrier's liability insurance.

13.2 The Customer acknowledges that LHG is not obliged to obtain insurance cover for any potential liability, in respect of or to the extent that, any matter or thing arising would be an illegal act for which insurance cover is not available.

13.3 Any insurance claim made by the Customer must be notified to LHG as soon as practicable, but otherwise no later than 5 working days after the date of the relevant insurance claim.

13.4 The Customer will effect and maintain and is responsible for ensuring the Products stored with LHG are insured in full with a reputable insurance company and the Customer will supply LHG with all relevant insurance certificates if requested by LHG.

14. **DISPUTE RESOLUTION**

14.1 A party must, as soon as reasonably practicable, give the other party notice of any dispute arising in respect of, or in connection with, these Terms (including the validity, breach or termination of it) ("Dispute").

14.2 The parties' representatives will endeavour to resolve the Dispute within 10 Business Days of receipt of notice of the Dispute.

14.3 If the parties fail to resolve the Dispute within 15 Business Days of the dispute notice, and no further period has been agreed between the parties, either party may elect to submit the Dispute to mediation by notice given by one party to the other, then the parties will mediate the dispute in accordance with the standard mediation agreement of LEADR New Zealand Incorporated.

14.4 Notwithstanding anything in this clause 14, a party may commence court proceedings in relation to any dispute at any time where that party seeks urgent interlocutory relief.

15. **TERM AND TERMINATION**

15.1 Default: LHG may cancel or suspend an Order (in whole or in part) if the Customer: (a) ceases to carry on all or substantially all of its business or operations; (b) is, becomes, or is deemed to be, insolvent or bankrupt; (c) makes an assignment for the benefit of, or enters into or makes any arrangement or composition with, its creditors generally; (d) goes into receivership or has a receiver, trustee and manager (or either of them) (including a statutory manager), or administrator appointed in respect of all or any of its property; or (e) any resolution is passed, or any proceeding is commenced, for the dissolution of that party.

15.2 Effect of Termination: Termination of an Order Confirmation: (a) is without prejudice to any other right, power or remedy under these Terms, at law, or otherwise, that LHG has in respect of a default by the Customer; and (b) shall not terminate clauses 9, 12 or any other clauses which are intended to survive termination of these Terms.

16. **FAIR TRADING ACT AND CONSUMER GUARANTEES ACT**

16.1 The parties agree that the: (a) Services supplied under these Terms are supplied by LHG and acquired by the Customer "in trade" within the meaning of the Fair Trading Act 1986 ("FTA") and the Consumer Guarantees Act 1993 ("CGA"); (b) CGA and sections 9, 12A and 13 of the FTA will not apply to these Terms or any other Services supplied under these Terms or an Order Confirmation; and (c) it is fair and reasonable to exclude the application of those statutes and provisions.

16.2 The Customer acknowledges and agrees that it has had a reasonable opportunity to review these Terms and receive legal advice.

17. **GENERAL**

17.1 Governing law: The formation, validity, construction and performance of these Terms will be governed by and construed in accordance with the laws of New Zealand. The parties irrevocably agree that the Courts of New Zealand will have the non-exclusive jurisdiction to hear and determine all disputes under or in connection with these Terms. The parties irrevocably waive any objections to New Zealand as the forum for proceedings on the grounds of forum non-convenience or any similar grounds.

17.2 Waiver: No delay, failure or forbearance by a party to exercise (in whole or in part) any right, power or remedy under, or in connection with, these Terms will operate as a waiver of such right, power or remedy. A waiver of any breach of any provision of these Terms will not be effective unless that waiver is in writing and is signed by the party against whom that waiver is claimed. A waiver of any breach will not be, or be deemed to be, a waiver of any other or subsequent breach.

17.3 Relationship between the parties: Nothing in these Terms will create, constitute or evidence any partnership, joint venture, agency, trust or employer/employee relationship between the parties, and a party may not make, or allow to be made, any representation that any such relationship exists between the parties. A party will not have the authority to act for, or to incur any obligation on behalf of, any other party, except as expressly provided for in these Terms.

17.4 Entire Agreement: Except as otherwise expressly provided in these Terms, these Terms constitutes the entire agreement, understanding and arrangement (express and implied) between the parties relating to the subject matter of these Terms and supersedes and cancels any previous agreement, understanding or arrangement.

17.5 Severable Agreement: If any provision of these Terms is or becomes unenforceable, illegal or invalid for any reason it will be deemed to be severed from these Terms without affecting the validity of the remainder of these Terms and will not affect the enforceability, legality, validity or application of any other provision of these Terms.

17.6 Health and Safety: If a party ("Party A") is present on the other party's premises, Party A must comply with, and must procure that its employees, agents, and contractors comply

with, all health and safety laws and regulations and the other party's health and safety policies.

17.7 Products: The Products must not include any: (a) dangerous, illegal, explosive or stolen Products; or (b) unless otherwise agreed by LHG in writing, any hazardous, perishable or environmentally harmful Products.

17.8 Counterparts and email exchange: These Terms may be executed in two or more counterparts each of which will be deemed to be an original, but all of which together will constitute one and the same instrument and a party may enter into these Terms by signing any counterpart. The parties acknowledge that these Terms may be executed on the basis of an exchange of emailed copies and confirm that their respective execution of these Terms by such means will be a valid and sufficient execution.

17.9 Remedies: The remedies set out in these Terms will not be exclusive but will be cumulative and in addition to all other rights and remedies provided by law.

17.10 Compliance: Under no circumstances will either party offer or make any payment or give anything of value to another person or entity where such payment or action would violate an applicable law or regulation.

17.11 Variations: Any variation to these Terms from time to time made by LHG will apply from the date 30 days after LHG has given the Customer notice in writing. The Customer may, if it does not accept such variation, terminate the provision of Services by serving notice of termination on LHG within 30 days of LHG serving notice of the variation on the Customer. If the Customer does not serve notice within that timeframe it is deemed to have accepted the variation and will be subject to the terms of the variation from the date 30 days after LHG has served notice of the variation on the Customer.

17.12 Notices: Notices must be in writing and sent to the party's registered office address. Notices are deemed delivered 3 Business Days after posting (if posted), upon receipt by an employee (if hand delivered), or upon confirmation of successful transmission (if sent by facsimile or email). A notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

17.13 Assignment: The Customer shall not assign or attempt to assign or otherwise transfer or subcontract any right or obligation arising out of these Terms without obtaining the prior written consent of LHG. LHG may assign or attempt to assign or otherwise transfer or subcontract all or any part of its rights and obligations under these Terms.

17.14 Acceptance: By submitting a written, verbal or telephone Order to LHG the Customer is deemed to have accepted these Terms.

1.15 Electronic signatures: The Customer acknowledges and agrees that it may confirm its receipt of delivery of Products by way of the application of that Customer's electronic signature (whatever form that electronic signature takes) in accordance with Part 4 of the Contract and Commercial Law Act 2017, and such method of signing is conclusive of that Customer's intention to be legally bound by its confirmation of receipt of delivery as if that Customer had signed by manuscript signature.