

# GENERAL TERMS AND CONDITIONS – NEW ZEALAND JEWELLERY FINDINGS

## 1. CUSTOMER'S ACKNOWLEDGEMENTS

- 1.1. **A legally binding Contract is established between the two parties** (based on these terms and conditions contained herein) and **deemed accepted** by the Customer once the Customer placing an order for the supply of the Products or Services or if the Customer accepts delivery of the Products or Services from the Seller. In such events, the Customer will immediately be bound, jointly and severally, by these terms and conditions.
- 1.2. **No amendment of this Contract will be of any force or effect, unless in writing signed by an authorised representative of each party.**
- 1.3. Both parties declare that they have the power to enter this Contract (at the time of signing this Contract) and have obtained all necessary authorisations to allow them to do so (including where the Customer is to act in the capacity as a trustee of any trust ("Trust"). The Customer declares that they are not insolvent and accepts that this Contract creates a binding and valid legal obligation on them, to meet all their debts as and when they fall due.
- 1.4. If the Customer is primarily a Trust entity, the Customer declares that the provisions of the Trust does not imply to exclude or remove the right of indemnity of the Customer against the Trust. The Customer agrees to notify the Seller forthwith, if there are any substantial changes to the Trust that could affect the business relationship and the Customer's obligations under the Contract, such as removal, replacement, or retirement of the Customer as a trustee of the Trust, variations or resettlements of trust assets that may or could be the basis of any security under any contract with the Seller.
- 1.5. The Customer acknowledges and accepts that unless any representation, statement, condition, or agreement is **expressed** in writing, by **New Zealand Findings 2022 Limited trading as New Zealand Jewellery Findings** or its authorised representative, the Seller **shall not be bound** any such unauthorised statements.
- 1.6. The Seller acts always, in the best interest of the Customer, thereby, any advice, recommendations, information, assistance, or service provided by the Seller to the Customer or the Customer's agent/representative, in respect of the Products or Services is based on the Seller's knowledge and experience. Where such advice, recommendations are not acted upon, then the Seller shall require the Customer or their agent/representative to authorise commencement of the Services in writing. The Seller does not accept any liability in any way whatsoever, for any damages or losses that occur, subsequently after the Seller is instructed to re-commence the Services.
- 1.7. If any ordered Products become unavailable, the Seller will notify the Customer and offer alternative products and will advise any changes in the quoted Price, prior to Delivery. Invoicing such changes will be in accordance with clauses 4, where required.
- 1.8. Where the Seller has been provided with an email address from the Customer for e-communications, both parties agree to fully comply with all current requirements by law pertaining to electronic messaging (including but not limited to, Unsolicited Electronic Messages Act 2007).
- 1.9. It is further agreed, where electronic signatures are to form part thereof, the acceptance to this Contract and to be deemed compliant, both parties must consent to same, in accordance with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

## 2. ERROR AND OMISSIONS

- 2.1. The Seller shall have no liability, unless attributed to negligence and/or willful misconduct by the Seller, arising from any typographical, clerical, or other error, mistake or omission in any information, communication or other document or information issued by it.

## 3. PAYMENT TERMS

- 3.1. At the Seller's sole discretion, the Price shall be:
  - (a) As indicated on any invoice/s provided by the Seller to the Customer, at the time of placing an order via the Website and/or with the Seller's sales representative; or
  - (b) The Seller's quoted Price (subject to clause 4) will **only be valid for the period stated in the quotation**, if no date is stated, then the valid period shall be no more than **15 Business Days**.
- 3.2. Deposits due, are at the discretion of the Seller and the deposit amount may vary due to the nature of the Services or Products to be supplied. Any deposit required will be stated at the time of quoting and shall become immediately due and payable upon the Seller's acceptance.
- 3.3. The Price will be payable by the Customer on the date determined by the Seller, which will be:
  - (a) **Prior to dispatch of the Products** (if a credit account is not created); or
  - (b) **Credit Approved Customer's:**
    - (i) By instalments in accordance with the Sellers payment schedule; or
    - (ii) 20<sup>th</sup> of the month following the date of the invoice, which will be provided vial emailed and/or upon delivery to the Customer's address for service; or
  - (c) Failing any notice to the contrary, the due date will be 7 Business Days following the date of any invoice/s furnished by the Seller to the Customer.
- 3.4. Payment is accepted by either electronic bank transfer, credit card (bank-imposed charges may apply per transaction) or by any other method as agreed to between the Customer and the Seller.

## GENERAL TERMS AND CONDITIONS – NEW ZEALAND JEWELLERY FINDINGS

- 3.5. The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Seller nor to withhold payment of any invoice because part of that invoice is in dispute. Where the Customer believes that there has been a mistake made, the Seller requests that the Customer contacts the Seller within 7 Business Days of receipt of the invoice/statement, so that the Seller may investigate any alleged error. If a mistake has occurred, the Customer's subsequent invoice/statement will be adjusted.
- 3.6. Unless otherwise stated, the Price will always be exclusive of GST. In addition, the Customer must pay any other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price.

### 4. VARIATIONS

- 4.1. The Seller reserves the right to amend the Price (upon notice to the Customer):
  - (a) If a variation to the quantity of Products is requested by the Customer; or
  - (b) As a result of increases beyond the Seller's reasonable control in the cost of Products or labour (e.g., third-party suppliers' costs, etc.), or due to currency exchange rate fluctuations and movements in the gold and silver market price; and
  - (c) Any adjustment to the Price due to variation/s shall be allowed for at the time of the final invoicing issued by the Seller.
- 4.2. Any variations to the Customer's original quote, will be described in full as a variation on the invoice. The Customer will be required to respond to any variation invoice presented by the Seller to the Customer within 7 Business Days from the date of receipt of the invoice, failure to comply will permit the Seller to assume that the variation invoice is accepted without dispute. Payment will be due as per the date stated on the said invoice.

### 5. DELIVERY

- 5.1. Business hours are Monday - Friday, 9am – 4.30pm. **The Seller will not dispatch over the weekends or on Public Holidays.** Any orders placed after 12pm, may not be dispatched until the following business day.
- 5.2. Delivery ("**Delivery**") and/or ("**Return**") of the Products is understood to occur when:
  - (a) The designated courier company records a receipt of pick-up of the Products at the Seller's Our address; or
  - (b) The designated courier company records a receipt of pick-up from the Customer and return of the Products to the Seller's address.
- 5.3. Orders will be delivered to the address the Customer provides when an order is placed.
- 5.4. The Seller's business has a set two-week shut down over the Christmas and New Year period when no orders will be dispatched. The Seller will endeavour to meet the Delivery times displayed on their website and/or given at the time the Customer places an order. The Seller cannot, however, be held responsible for the consequences of a late Delivery or the loss of a package caused by a third-party contracted to make Delivery, or by the Customer, or because of a Force Majeure event.
- 5.5. Rural Delivery incurs an additional fee and generally takes an extra 1-2 days for Delivery and for international deliveries, the Seller uses NZ Post tracked courier service for their shipping.
- 5.6. All parcels are tracked. The Seller sends such orders via Signature Required Courier Post Bags, and in most cases, this is an overnight Delivery; however, for obvious reasons the Seller cannot guarantee this.
- 5.7. If the Customer does not receive their package, the Seller will investigate with the carrier contracted for the Delivery upon receipt of the Customer's claim due for non-delivery and will respond to the Customer as soon as they have a reply from NZ Post. Until the investigation is completed, there will be no reimbursement or re-delivery to take place.
- 5.8. All Prices stated by the Seller or displayed on the Seller's Website **DO NOT** include Delivery charges. Delivery charges are payable in addition to the Price and will be shown at checkout.
- 5.9. Delivery dates for the supply of the Products and/or Services will only always be an estimate, as delays may occur beyond the Seller's control i.e., Third Party Sellers, Force Majeure, etc (including Government imposed lockdowns effecting the Seller's suppliers and employees, if the business is closed and all staff are required to, self-isolate). The Customer must take Delivery by receipt or collection of the Products whenever they are tendered for Delivery. The Seller will **not be liable for any loss or damage incurred by the Customer because of Delivery being late**, however, the Seller will at every opportunity liaise with the Customer to ensure Delivery does take place, as soon as reasonably possible.

### 6. RISK TO PRODUCTS

- 6.1. The Customer must insure, the Products on or before Delivery, as risk of damage to, or loss, of the Products shall pass to the Customer on Delivery.
- 6.2. Prior to ownership passing to the Customer, if any of the Products are damaged or destroyed following Delivery, the Seller is entitled to receive all insurance proceeds payable for the Products. Although the preparation of these terms and conditions is done so by the Seller, the Seller shall still be entitled, without prejudice to any other of its rights or remedies under these terms and conditions to use this Contract with the Customer, as sufficient evidence, if an insurance claim is made, without the need for any person dealing with the Seller to make further investigations.

### 7. DEFECTS PRODUCTS/SERVICES & RETURNS

## GENERAL TERMS AND CONDITIONS – NEW ZEALAND JEWELLERY FINDINGS

- 7.1. The Customer agrees to examine the Products (Services on completion) on Delivery and shall satisfy itself that they comply with the quote, description, purchase order or any other document applicable to this Contract, that the Products are of merchantable quality, fit for purpose and in a useable condition.
- 7.2. If the Customer discovers a defect in the quality, or a shortage in the quantity of the Products, or a failure to comply with the Seller's quote and these terms and conditions, they must immediately notify the Seller of that defect. **If no notice** is received by the Seller within 2 Business Days from the time of delivery, then the Products and Services shall be presumed to be free from any defect or damage and thereby the Seller shall have no liability or responsibility for any indirect or consequential injury, loss, damage, or expense whatsoever and howsoever that arises.
- 7.3. For defective Products or Services, which the Seller has agreed in writing that the Customer is entitled to reject, the Seller's liability (subject to clause 19.3 and the Consumer Guarantee's Act 1993, where applicable) is limited to either (at the Seller's discretion) replacing the Products, repairing the Products, or rectifying the Services.
- 7.4. **Returned Products will only be accepted by the Seller, provided that:**
  - (a) The Customer has complied with the provisions of clause 7.1;
  - (b) The Seller has **confirmed in writing**, that they are willing to accept the return of the Products; and
  - (c) The Products for return are done so (at the Customer's expense) within 7 Business Days of the Delivery date, or any other date as agreed with the Seller; and
  - (d) Returned Products are still in, as new condition, together with all the original packaging materials and a copy of the invoice.
- 7.5. At the Seller's sole discretion, non-defective Products for return and credit, will be subject to clause 7.4(b), plus any freight.
- 7.6. All Products made to the Customer's designs, plans or specifications or any Products that are not deemed stock standard items by the Seller will not under any circumstances be acceptable for credit or return, unless the Customer is entitled to reject under clause 7.1.

### 8. WARRANTIES

- 8.1. Any warranty offered with the Products shall be the current warranty provided by the manufacturer of the Products. The Seller shall not be bound by nor be responsible for any term, conditions, representation, or warranty other than that which is given by the manufacturers of the Products.
- 8.2. The conditions applicable to the warranty given by clause 8.1 are:
  - (a) The warranty shall **not cover** any defect or damage which resulted through:
    - (i) Failure by the Customer to properly maintain any Products; or
    - (ii) Failure by the Customer to follow any maintenance instructions or guidelines provided by the Seller; or
    - (iii) The Customer's continued use of any Products after any defect becomes evident or would have become evident to a user of such Products; or
    - (iv) Fair wear and tear, any accident or act of God; and
  - (b) The **warranty shall cease**, and the Seller shall thereafter in no circumstances be liable under the terms of the warranty in respect of all claims, if the workmanship is repaired, altered, or overhauled without the Seller's consent. The Seller shall **not be liable to compensate the Customer** for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.

### 9. TITLE

- 9.1. Title in the Products and/or Services pass to the Customer when payment for those Products and/or Services (together with any additional interest or charges as set out in these Terms of Trade) have been made in full by way of cleared funds and the Customer's obligations have been fulfilled.
- 9.2. Until such time as title passes to the Customer:
  - (a) The Customer holds the Products on trust for the Seller as bailee and must return any Products to the Seller on request and irrevocably authorises the Seller to enter any property where the Seller believes the Products are kept and recover possession of them, without the Seller being liable for any loss or damage caused to the Customer;
  - (b) The Customer holds the benefit of the Customer's insurance of the Products on trust for the Seller, and must pay to the Seller the proceeds of any insurance in the event of the Products being lost, damaged, or destroyed;
  - (c) If the Customer sells, disposes, parts with possession of the Products or does anything to the Products which changes its form, then the Customer must hold the proceeds of any such act on trust for the Seller, and if the Products are sold, must pay, or deliver the proceeds to the Seller on demand; and
  - (d) The Customer shall not charge or grant an encumbrance over the Products, nor grant nor otherwise give away any interest in the Products, while they remain the Seller's property.

### 10. INTELLECTUAL PROPERTY

- 10.1. All right, title, and interests in and to all Intellectual Property always will remain the exclusive property of the Seller.

## GENERAL TERMS AND CONDITIONS – NEW ZEALAND JEWELLERY FINDINGS

- 10.2. The Customer agrees to indemnify the Seller against any claims by third parties for any breach of the Intellectual Property caused by the Customer. Furthermore, where the Customer has supplied any Intellectual Property to the Seller, the Customer warrants that the supply of such Intellectual Property does not breach any patent, trademark, design, or copyright.
- 10.3. The parties agree, unless the Customer is to make purchase to the rights of any Intellectual Property created for them by the Seller, that the Seller retains all rights, to the use of said Intellectual Property for the Seller's own benefit, such as, in the use of promoting their business or marketing thereof, or for entry use, in any competition.

### 11. DEFAULT

- 11.1. In any event, the Seller reserves the right to charge the Customer interest in respect of the late payment of any sums due under this Contract, at the rate being two percent (2%) per calendar month (interest shall accrue daily and will compound monthly), from the due date until receipt of payment, as well as before, any judgement.
- 11.2. The Seller shall be entitled to suspend or cancel all or any part of this Contract and/or any other contract or contracts with the Customer, in addition to its other remedies, upon the happening of any of the following events of default:
  - (a) If any amounts payable by the Customer to the Seller are overdue; or
  - (b) If the Customer breaches, or fails to comply or repudiates, any obligation under this Contract or any other subsequent contract with the Seller; or
  - (c) The Customer intimating that they will not pay any sum by the due date; or
  - (d) Any Products seized by any other creditor of the Customer or any other creditor intimates that it intends to seize the Products; or
  - (e) Any Products in the possession of the Customer are materially damaged while any sum due from the Customer to Seller remains unpaid; or
  - (f) The Customer dies, becomes insolvent or subject to bankruptcy laws, calls a meeting of creditors, or if a company – enters into an arrangement with creditors or makes an assignment/compromise for the benefit of its creditors, or receivers, managers, liquidations (provisional or otherwise), administrators or any similar party is appointed in respect of the Customer (or any asset of the Customer), has any winding up petition presented against, or ceases to carry on business; or
  - (g) If the Customer ceases or threatens to cease carrying on business; or
  - (h) if the ownership or effective control of the Customer is transferred, or the nature of the Customer's business is materially altered.
- 11.3. Upon cancellation of this Contract all sums owing by the Customer to the Seller shall become immediately due and payable.
- 11.4. Where any event of default occurs, the Seller may appoint a receiver in respect of all Products (including their proceeds) supplied to the Customer and any such receiver may take possession of the Products and sell them and otherwise exercise all rights and powers conferred on a receiver by law.
- 11.5. Notwithstanding clause 11.1, it is further agreed that if the Customer owes the Seller any money, the Customer shall indemnify the Seller from and against all costs and disbursements incurred by the Seller in recovering the debt, such as, any legal costs on a solicitor and own client basis or internal administration fee (which may include bank dishonour charges that the Seller has incurred from their banking institute for dishonours or chargebacks) or any collection fees if a debt is passed to a recognised Debt Collection Recovery Agency.

### 12. CANCELLATION

#### 12.1. By the Seller:

- (a) May occur at any time before the Goods are dispatched by giving written notice; and
- (b) The Seller will repay to the Customer any money paid by the Customer for the Products or Services, less any amounts owing to the Seller for any Products purchased on the Customer's behalf where credits or refunds cannot be obtained from the Seller's third-party suppliers; and
- (c) The Seller shall not be liable for any loss or damage whatsoever arising from such cancellation.

#### 12.2. By the Customer:

- (a) Prior to Delivery of the Products and/or Services, by giving no less than 7 Business Days written notice, the Customer remains liable for any costs incurred by the Seller (including, but not limited to, loss of profit) up to the time of cancellation; or
- (b) Where the Customer cancels an order that has commenced:
  - (i) The initial notification may be by telephone but must be confirmed in writing or email within 2 Business Days; and
  - (ii) The Customer shall be invoiced for all Services completed up until the date of cancellation. Any deposit paid prior to the commencement of the Services will be forfeited in lieu of monies due, however, the Customer remains liable for any monies due over and above any deposit paid; or
  - (iii) At the Seller's discretion, where failure of clause 12.2(b)(i) occurs, the Customer may be required to pay the full quoted Price.
- (c) Cancellation is **not accepted** by the Seller if the Products have been used, if the Customer later changes their mind, unless the cancellation is subject to the Consumer Guarantees Act 1993.

## GENERAL TERMS AND CONDITIONS – NEW ZEALAND JEWELLERY FINDINGS

### 13. PRIVACY POLICY

- 13.1. The Customer authorises the Seller to collect, retain and use Personal Information about the Customer for the following purposes:
- (a) Assessing the Customer's creditworthiness;
  - (b) Administering the Customer orders;
  - (c) Receiving information from one or more credit reference agencies, concerning the credit history of the Customer;
  - (d) Disclosing credit-related information to, and using the credit Services of, one or more credit reference agencies, on a continuing basis at any time and entirely at its discretion concerning the Customer's credit worthiness.
- 13.2. For the avoidance of doubt, all authorities given above are continuing authorities, to apply throughout the duration of the term of the Seller and Customer's trading relationship.
- 13.3. The Customer, if an individual, has a right of access to Personal Information about the Customer held by the Seller and may request correction of the information.
- 13.4. For the purposes of this clause 13, Personal Information has the meaning given to it in the Privacy Act 2020.

### 14. NOTICES

- 14.1. If either party gives or is required to give notice to the other party under this Contract, it must be;
- (a) In writing;
  - (b) Directed to the recipient's address for service of notices specified in the quotation or, proposal (Contract details) or as advised from time to time; and
  - (c) Hand-delivered or sent by pre-paid post or by email to that address.
- 14.2. **Notice is taken as received when:**
- (a) A notice given in accordance with clause 14.1 is taken to be received; or
  - (b) If hand-delivered on delivery; or
  - (c) If sent by prepaid post, 5 Business Days after the date of posting for local or regional mail and 10 Business Days after the date of posting for international mail; or
  - (d) If sent by registered mail, immediately upon signed receipt thereof; or
  - (e) If sent by email, at the time denoted in an automated receipt notification received by the sender (in the absence of manifest error or tampering) or, if that function is not enabled, upon acknowledgement of receipt by the other party by return email or otherwise).

### 15. DISPUTE RESOLUTION

- 15.1. If a dispute arises between the parties to this Contract, then either party shall send to the other party a notice of dispute in writing detailing the grounds of said dispute. Within 14 days after service of a notice of dispute, the parties shall use their reasonable efforts, to attempt to resolve the dispute (each party shall bear their own costs associated with any mediation method). If the dispute cannot be so resolved either party may by further notice in writing delivered by hand or sent by registered mail to the other party stating that such dispute is now to be referred to arbitration in accordance with the Arbitration Act 1996 or its replacements.
- 15.2. Nothing shall restrict either party's freedom to commence legal proceedings to preserve any legal right or remedy or protect and proprietary or trade secret right.

### 16. CONSUMER GUARANTEE ACT 1993

- 16.1. If the Customer is acquiring Products for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 does not apply to the supply of Products by the Seller to the Customer.

### 17. ASSIGNMENT

- 17.1. The Customer shall not assign, sub-license or otherwise transfer this Contract or any part of it to any other person without the prior written consent of the Seller.
- 17.2. The Seller may assign (including but not limited to, subcontracting out any part of the Services), encumber, declare a trust over or otherwise deal with its rights under this Contract without the Customer's consent and the Customer must do, and must ensure, that the Customer's personnel do anything necessary (including execute any document), that the Seller may reasonably require to give full effect to this clause, nonetheless, in doing so the Seller shall not be relieved from any liability or obligation under this Contract.
- 17.3. The Customer accepts that any instruction to any sub-contractors of the Seller, must be initiated only by the Seller. The Customer does not have any right to redirect the performance of the Services or make any changes with a sub-contractor, without firstly obtaining written authority from the Seller.

### 18. FORCE MAJEURE

- 18.1. Neither party shall be liable if a Force Majeure event occurs:

## GENERAL TERMS AND CONDITIONS – NEW ZEALAND JEWELLERY FINDINGS

- (a) The obligations of a party under this Contract will be suspended to the extent that it is wholly or partially precluded from complying with its obligations under this Contract by Force Majeure; and
- (b) A party affected by Force Majeure must notify the other party as soon as practicable of the Force Majeure and the extent to which that party is unable to comply with its obligations; and
- (c) If a failure or delay in performance exceeds 60 Business Days, either party may immediately terminate this Contract by written notice to the other party.

18.2. Nothing in clause 18.1 shall excuse payment of any amount owing due or which becomes due under the terms of this Contract.

### 19. MISCELLANEOUS

- 19.1. If any term or provision of this Contract is at any time held by any jurisdiction to be void, invalid or unenforceable, then it shall be treated as changed or reduced, only to the extent minimally necessary to bring it within the laws of that jurisdiction and to prevent it from being void and it shall be binding in that changed or reduced form. Subject to that, each provision shall be interpreted as severable and shall not in any way affect any other of these terms and conditions.
- 19.2. The legality, construction and performance of this Contract shall be governed by the laws of New Zealand. The Customer agrees that any dispute arising from the Contract between the two parties that cannot reasonably be resolved by mediation shall then be litigated only, by the jurisdiction of the Courts of New Zealand.
- 19.3. The Seller shall be under no liability whatsoever to the Customer for any expenses, claims, costs (including but not limited to, legal fees and commissions), damages suffered or incurred by the Seller or indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Seller of these terms and conditions, caused by any failure by the Customer to comply with their obligations under this Contract, or that arise from any claim relating to the Services by any person that the Customer authorises to use the Services, (alternatively the Seller's liability shall be limited to damages which under no circumstances shall exceed the Price of the Products and/or Services supplied under this Contract).
- 19.4. The Seller (at the Seller's discretion) may from time to time amend their general terms and conditions and for disclosure purposes shall do so by, notifying the Customer in writing and/or by posting the updated terms and conditions on the Seller's website. The amended terms and conditions will take effect for all future contracts from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for the Seller to provide Products and/or Services to the Customer.

### 20. DEFINITIONS AND INTERPRETATION

- 20.1. In this Contract, unless the context otherwise requires capitalised terms have the meaning set out below:
  - (a) "**Business Days**" means a day on which banks are open for business in New Zealand other than a Saturday, Sunday, or public holiday.
  - (b) "**Customer**" means the person/s, entities (including but not limited to, partnerships and/or a trust and where applicable shall include the Customer's executors, administrators, successors and permitted assigns) or any person acting on behalf of and with the authority of the Customer requesting the Seller to provide the Services as specified in any proposal, quotation, order, invoice, or other documentation.
  - (c) "**Confidential Information**" means any information:
    - (i) Relating to this Contract;
    - (ii) Relating to a quotation, order or proposal or its contents;
    - (iii) Relating to a Customer of the Seller
    - (iv) Disclosed by either party to the other party on the express basis that such information is confidential; or
    - (v) Which might reasonably be expected by either party to be confidential in nature.Provided that, where information relates exclusively to one party, nothing in this Contract will require that party to maintain confidentiality in respect of that information.
  - (d) "**Contract**" means this Contract, inclusive of its terms and conditions contained herein, its schedules and annexures or any quotation, proposal, invoice, or document that forms part thereof and/or is deemed to be supplementary to this Contract.
  - (e) "**Force Majeure**" means an event outside the reasonable control of either party, including an act of God, earthquake, adverse weather conditions, flood, storm, fire, explosion, war, rebellion, terrorism, strike, lock-out, industrial action national or global epidemics or pandemic and/or the implementation of regulation, directions, rules or measures being enforced by Governments or embargo, including but not limited to, any Government quarantine restrictions for Products or individuals.
  - (f) "**GST**" means Goods and Services Tax, as defined within the Goods and Services Tax Act 1985.
  - (g) "**Intellectual Property**" means and includes (whether invisible, electronic or any other form) all brands, and symbols, names and images used in commerce, goodwill, logos, formulae, techniques, know-how, specifications, designs, drawings, copyright, manufacturing processes, patents, and trademarks (if any) whether registered or not, software (and source and object code), business strategies and contracts, confidential business information including market and marketing strategies.
  - (h) "**Personal Information**" means information about an identifiable individual by ways of their name, address, D.O.B., occupation, driver's license details, electronic contact type details, such as, email, IP Address, Facebook, or Twitter, or next of

## GENERAL TERMS AND CONDITIONS – NEW ZEALAND JEWELLERY FINDINGS

kin and any other contact information (if applicable) and were deemed relevant shall include any previous credit applications or credit history details. By the nature of such information, it shall always be considered, Confidential Information.

- (i) **“Price”** means the Price due under this Contract for the supply of Products and/or Services as agreed between the Seller and the Customer and (if applicable) shall include any GST payable.
- (j) **“Products”** means Products, equipment, parts, of any kind that the Seller provides to the Customer as specified in any Contract, quotation, proposal, order, or any other documentation.
- (k) **“Seller”** means **New Zealand Findings 2022 Limited** trading as **NZ Jewellery Findings**, its successors, and assigns.
- (l) **“Services”** means all Services (including any documentation, advice, consultancy, or recommendations and where these terms and conditions give allowance to, the terms ‘Products’ or ‘Services’ may be identified and substitutable for the other) supplied by the Seller to the Customer, and are as described on the invoices, quotation, authorisation form or any other forms as provided by the Seller to the Customer.

20.2. In this Contract, unless the context requires otherwise:

- (a) **Headings:** Headings shall be ignored in construing this document;
- (b) **Joint obligations:** An obligation incurred in favours of two or more parties shall be enforceable by them jointly or severally;
- (c) **Parts of Contract:** References to this Contract including its clauses, schedules, annexures;
- (d) **Plurals:** This singular shall include the plural and vice versa and word importing one gender shall include every gender and a reference to a person shall include any other legal entity of whatsoever kind and vice versa;
- (e) **Price:** A reference to dollars or \$ is to an amount in New Zealand currency;
- (f) **Statutory Requirements:** A reference to a statute, ordinance code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments, or replacements of any of them (whether of the same or any other legislative authority having jurisdiction).

20.3. **Neutral Interpretation** - nothing in this Contract is to be interpreted against a party solely on the ground that that party put forward this Contract or a relevant part of it.