

ANPURE GROUP LIMITED STANDARD TERMS AND CONDITIONS

These terms and conditions as amended by Anpure Group Limited trading as Aim Hire or Blue Loos (**Anpure**) from time to time (**Terms**), together with the Variable Schedule and Additional Pricing Schedule will form the agreement between Anpure and the Client in relation to the supply of the Equipment for the Term and/or the supply of Services described in the Variable Schedule.

Anpure recommends the Client seek legal advice about the Terms before accepting them and ordering any Equipment and/or Services.

Signing the Variable Schedule or otherwise instructing Anpure to provide the Equipment and/or Services constitutes acceptance of these Terms.

Any trade arrangement, agreement or course of dealing between the parties at variance with these Terms will have no effect unless provided in writing and approved in writing by Anpure.

1. DEFINITIONS

1.1 **Additional Pricing Schedule** means the Additional Pricing Schedule attached to these Terms or otherwise provided by Anpure to the Client in writing.

Agreement means these Terms, Variable Schedule and the Additional Pricing Schedule.

Client means the person, firm or company specified in the Variable Schedule.

Fencing means all fences, feet, bracing or any part thereof.

Force Majeure Event means any event or circumstance (whether arising from natural causes, human agency or otherwise) that is beyond the reasonable control of Anpure including (without limitation) strikes, lockouts or other labour disputes, riot, civil commotion, fire, flood, drought, loss or delay at sea, breakdown or war (whether declared or not).

Equipment means any Equipment supplied on loan or for hire by Anpure to the Client from time to time, including but not limited to Fencing and Toilets.

Property means the Client's property on which the Services are to be performed or the Equipment is to be located at as specified in the Variable Schedule or approved by Anpure from time to time.

Rent means the price payable for the hire of the Equipment as set out in the Variable Schedule or as otherwise advised by Anpure.

Services means the Services outlined in the Variable Schedule, the additional Services listed in the Additional Pricing Schedule and all other services supplied by Anpure from time to time.

Term has the meaning given to it in clause 2.1

Toilet means portable toilets, trailer stands and accessories.

Variable Schedule means the Anpure Schedule of Variable Terms attached to these Terms or otherwise provided by Anpure to Client.

2. TERM

2.1 All requests for hire of Equipment are subject to acceptance by Anpure in writing or by Anpure supplying Equipment and/or Services in accordance with this Agreement.

2.2 The term of hire of the Equipment shall be for the period specified in the Variable Schedule.

2.3 On expiry of the Term, Anpure and the Client may by agreement extend the Term and, in such case, the Client shall pay the Rent and any charges for Services (as advised by Anpure) for such extended period as is agreed by Anpure in writing and these Terms shall apply during the extended period with any necessary modifications.

3. PAYMENT

3.1 Anpure may in its sole discretion require the Client to pay a non-refundable deposit of 20% of the total price of ordered Equipment and/or Services. If required, such deposit will be payable upon signing of the Variable Schedule and is required before Anpure supplies any Equipment and/or Services.

3.2 Anpure may require the Client to provide details of a valid credit or debit card upon signing of the Variable Schedule as an alternative form of deposit, in which event Anpure reserves the right to charge such valid credit or debit card at any time for payment of any sums due under the Agreement.

3.3 Anpure will invoice the Client for Equipment and/or Services provided in accordance with the Variable Schedule or otherwise as advised by Anpure to Client. The Client agrees to pay the total amount shown on the invoice in accordance with the payment terms nominated on the invoice, or as otherwise demanded by Anpure without set off or deduction. All invoices are plus GST.

3.4 In addition to payment of the Rent and the fee for the Services as recorded in the Variable Schedule, the Client agrees to reimburse Anpure for all reasonable expenses incurred by Anpure in connection with the delivery and erection of the Equipment and/or provision of the Services. Such amounts will be payable by the Client in accordance with the terms of this clause 3.

3.5 Default interest at the rate of 15% per annum will be payable by the Client (calculated on a daily basis) on any amount outstanding from the due date for payment to the date Anpure receives payment.

3.6 Anpure may in its sole discretion suspend provision of the Equipment and/or Services and/or remove the Equipment until payment has been made in full.

4. DELIVERY

4.1 Delivery will take place when the Equipment is delivered by Anpure to the Property described in the Variable Schedule or the Client collects the Equipment from Anpure's premises. Anpure may at its own discretion decline to supply the Equipment. Anpure may deliver the Equipment in instalments.

4.2 Risk of any loss of, damage or deterioration to the Equipment supplied by Anpure will pass immediately to the Client when the Equipment leaves the possession or control of Anpure. Risk in the Equipment will not pass back to Anpure from the Client until the Equipment is back in the physical possession of Anpure.

5. OWNERSHIP

5.1 Anpure retains full ownership and title to the Equipment at all times.

5.2 Anpure may at any time, as the Client's agent, enter the Client's Property or any site or premises where the Equipment is located and remove it if it believes the Equipment is at risk. Anpure shall not be liable for any damage caused by its entry and repossession of the Equipment, and the Client irrevocably indemnifies Anpure and its agents and representatives against any liability, action or claim (including claims made by third parties), made against, or any loss suffered or incurred by, Anpure, arising from any act, such entry and/or repossession.

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6. CLIENT'S OBLIGATIONS:

6.1 In addition to its other obligations under these Terms, the Client acknowledges and agrees that it is responsible for:

- (a) ensuring that it has obtained all necessary approvals and permits for the erection of the Equipment;
- (b) complying with all applicable statutes and/or rules and regulations for the duration of the Term;
- (c) ensuring the Equipment is securely stored when not in use and is identifiable as the property of Anpure;
- (d) ensuring the Toilets are accessible so that Anpure can complete Services at all times (including during wet weather);
- (e) keeping the Equipment at the Property and ensuring it is not removed;
- (f) notifying Anpure of any damage or loss to any Equipment and ensuring that no persons repairs, or attempts to repair, any damage to the Equipment without Anpure's prior written agreement; and
- (g) immediately delivering up and allowing the Equipment to be collected and removed from the Property by Anpure (or its contractors or agents) at the expiry of the Term or upon termination, or as otherwise required by this Agreement.

7. CONDITION OF EQUIPMENT AND USE

7.1 The Client acknowledges and agrees that:

- (a) Anpure has made no warranty or representation express or implied that the Equipment is now suitable or that it will remain suitable or adequate for the Client's purposes.
- (b) the Client relies solely on its own judgment in accepting the Equipment for hire under this Agreement;
- (c) the Equipment is or will be hired under these Terms in a clean condition and that the Equipment must be kept and delivered up to Anpure in the same good clean condition without any allowance for wear and tear. Where there has been damage to the Equipment, the fees in the Additional Pricing Schedule shall Apply;
- (d) the Client is liable for the full repair or replacement cost of the Equipment if it is lost or damaged during the Term (except loss or damage occurring during delivery or removal by Anpure or its agents or contractors) or not delivered up in the foregoing condition on expiry or earlier termination of the Term;
- (e) the Client shall immediately upon demand by Anpure pay the full amount required to repair or replace any lost or damaged Equipment, except where the loss or damage is covered by the Client's insurance (if any) over the Equipment then the Client's liability for such repair or replacement is limited to the excess which would be payable on a claim for such insured loss or damage;
- (f) in the event that Fencing is lost, stolen or damaged beyond economic repair, Anpure shall charge the full rental up to and including the date the Client notifies Anpure that Fencing has been lost, stolen and/or damaged beyond economic repair. From that date until Anpure has replaced the Fencing the Client shall pay as a genuine pre-estimate of lost rental profit a sum as liquidated damages being equal to two-thirds of the rental that would have applied for that period. Anpure shall use reasonable

endeavours to purchase replacement Fencing as quickly as possible using monies paid by the Client to do so.

8. INSURANCE

8.1 Unless expressly stated in writing by Anpure, the Client is solely responsible for effecting and maintaining insurance in respect of all Equipment and the Property. Such insurance shall cover all liability, loss, action or claim including liability, loss, actions or claims for fire, explosion, earthquake, lightning, flood or storm.

8.2 Anpure is entitled to receive all insurance proceeds payable in respect of such damage or loss recorded in clauses 4.2 and 7.1. The production of this Agreement by Anpure will be sufficient evidence of Anpure's right to receive payment of such insurance proceeds without the need for further enquiry by any person dealing with Anpure. Any insurance proceeds received under this clause will be applied by Anpure as follows:

- (a) firstly in payment of the cost of the damaged or destroyed Equipment;
- (b) secondly, in payment of any other money payable by the Client to Anpure under the Agreement; and
- (c) lastly, any balance will be paid to the Client.

9. SECURITY INTEREST

9.1 The Client grants Anpure a security interest in all Equipment from time to time supplied by Anpure to the Client, and all the Client's present and future rights in relation to such Equipment and all proceeds of sale of such Equipment, as security for the payment of all amounts the Client may from time to time owe Anpure and the performance of the Client's obligations to Anpure. Anpure may register a financing statement to protect its security interest.

9.2 The Client will sign all documents and provide all information Anpure requires to register a financing statement or financing change statement on the Personal Property Securities Register (PPSR) and will indemnify, and upon demand reimburse, Anpure for all expenses incurred in registering a financing statement or financing change statement on the PPSR, or releasing any Equipment charged and give Anpure at least 20 days prior written notice if it wishes to change its name.

9.3 The Client will protect Anpure's interests in the Equipment. In particular, the Client will put in place appropriate security precautions to protect the Equipment from loss, damage and destruction including arranging suitable insurance, not permit any other security interest to attach to the Equipment and not change the physical appearance of the Equipment.

9.4 The Client agrees that nothing in sections 114(1)(a), 133 and 134 of the Personal Property Securities Act 1999 (PPSA) will apply to these terms, to waive all the Client's rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA, to waive the Client's rights to receive a copy of the verification statement confirming registration.

10. DEFAULT AND TERMINATION

10.1 Without prejudice to Anpure's rights or remedies under the Agreement or at law Anpure may immediately cancel this Agreement and cease Services and delivery of Equipment:

- (a) by giving the Client seven days prior written notice; or
- (b) immediately if:

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- (i) the Client fails to pay any amount owing to Anpure under the Agreement; or
- (ii) the Client breaches the Agreement, and such breach is not capable of remedy or if capable of remedy, is not remedied to Anpure's satisfaction within 3 days after Anpure notifies the Client of such breach; or
- (iii) an event occurs which in Anpure's sole opinion effects or may effect the Client's ability to meet its obligations under the Agreement, including the voluntary administration, receivership or liquidation of the Client.
- 10.2 Upon termination of the Agreement, the Client must immediately pay all amounts owing to Anpure, and Anpure may repossess any Equipment without notice.
- 10.3 Anpure may retain all or part of any deposit paid by the Client to cover its reasonable costs and/or as compensation for the early termination of the Agreement.
11. **HEALTH AND SAFETY**
- 11.1 Anpure is responsible for providing a safe workplace for Anpure's employees and contractors and for any other persons affected by its business operations. To assist Anpure to comply with its legal obligations, including obligations under the Health and Safety at Work Act 2015 and all applicable regulations, the Client shall:
- (a) prior to commencement of the Services or erection of the Equipment, advise Anpure of any known hazards arising at the Property, including those the Client considers unrelated to the Services;
- (b) while the Services are being supplied, remain outside any area of the Property deemed by Anpure to be hazardous for any reason and at Anpure's sole discretion, unless accompanied by a representative of Anpure and properly using any personal protective equipment provided to you by Anpure;
- (c) so far as is reasonably practicable, consult, co-operate with, and co-ordinate activities with Anpure and any and all third parties who are also conducting a business or undertaking on the on Property; and
- (d) comply with all Anpure's directions and instructions in respect to health and safety matters at the Property while the Services are being supplied by Anpure.
- 11.2 If, in Anpure's sole opinion, the Client is in breach of this clause, or any employee or contractor of Anpure is concerned over any health and safety matters in providing the Services Anpure may immediately delay or stop supplying the Services until the breach or concern is remedied and Anpure is satisfied it will not be repeated. Anpure will not be liable for any loss, (including, without limitation, indirect or inconsequential losses), damage (including, without limitation, liquidated damages), expense or injury resulting from delay in supplying the Services as a result of stopping work pursuant to this clause.
12. **WARRANTIES**
- 12.1 If the Client entered into the Agreement for business purposes and/or in trade the provisions of the Consumer Guarantees Act 1993 are expressly excluded.
- 12.2 All warranties, guarantees or conditions, express or implied (including any implied warranties under the Contract and Commercial Law Act 2017) that may be excluded by any law of New Zealand or any other country are excluded to the maximum extent permitted by that applicable law.
- 12.3 Where the Client is not in trade, nothing in this Agreement is intended to have effect of contracting out of the provisions of the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, and all provisions of this Agreement will be read and modified to the extent necessary to give full effect to the terms of those Acts.
13. **LIABILITY**
- 13.1 Notwithstanding any other provision of the Agreement, Anpure's liability arising out of, or in connection with, the Agreement in respect of any claim whether under contract, tort (including negligence) or on any other basis, is limited to the maximum extent permitted by law at Anpure's option to:
- (a) in the case of Equipment, replacing the Equipment or supplying equivalent Equipment, or the cost of replacing the Equipment or supplying equivalent Equipment;
- (b) in the case of Services, supplying the Services again or paying the cost of having the Services supplied again.
- 13.2 Anpure will not be liable for any physical or financial injury, loss or damage, or consequential loss or damage, of any kind including any loss of profits arising out of any defect in the Equipment and/or Services, or the supply, installation or use of the Equipment or Services, or arising out of Anpure's negligence, or in any way whatsoever, to the maximum extent permitted by law.
- 13.3 Notwithstanding any other provision of this Agreement and to the maximum extent permitted by law Anpure's total liability to the Client (whether in contract, equity, tort (including negligence)) under or arising from this Agreement will not exceed the total amount paid by the Client for Equipment and Services under the Agreement.
- 13.4 The liability of Anpure shall be reduced proportionately to the extent that any act or omission of the Client may have contributed to the loss, liability or cost.
- 13.5 Any claim made against Anpure by the Client must be notified to Anpure within 6 months from the date the Services or Equipment are provided.
14. **INDEMNITY**
- 14.1 The Client irrevocably indemnifies Anpure and will hold Anpure harmless from and against all loss, costs, damages, expenses that (including all legal costs and expenses incurred on a solicitor/own client basis) Anpure incurs and all claims, demands and other proceedings brought by any person, arising from the Client's failure to comply with the Agreement or with any legislation, regulation or bylaw, or from any act, omission or negligence committed by the Client or by any of the Client's employees, agents, contractors or customers.
15. **FORCE MAJEURE**
- 15.1 Notwithstanding any other provision of the Agreement, non-performance by Anpure of any of its obligations under the Agreement will be excused, without liability for non-performance, during the time and to the extent that such performance is prevented, wholly or substantially, by a Force Majeure Event. Subject to this clause, performance of any obligation affected by a

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Force Majeure event will be resumed as soon as reasonably possible after the termination or abatement of the Force Majeure Event.

22.1 Clause 5, 9, 10, 12, 13, 14, 17 and all other clauses by which their nature survive termination, shall survive termination

16. COSTS

16.1 The Client will pay all Anpure's costs and expenses including any debt collection costs and all reasonable legal costs and expenses (on a solicitor/own client basis together with disbursements) as a result of late payment and/or incurred in the enforcement of Anpure's rights or remedies under the Agreement or at law.

17. ENTIRE AGREEMENT

17.1 To the maximum extent permitted by law, the Agreement contains all of the terms and conditions of the contract between Anpure and the Client and Anpure and the Client agree that to the maximum extent permitted by law sections 9, 12A and 13 of the Fair Trading Act 1986 are expressly excluded.

18. ASSIGNMENT

18.1 The Client may not assign or otherwise transfer all or any of its rights and obligations under this Agreement without the prior written approval of Anpure.

19. WAIVER

19.1 Waiver of any of the terms in the Agreement or failure to exercise a right or remedy by Anpure will be considered to imply or constitute a further waiver by Anpure of the same or any other term, condition, right or remedy.

20. PRIVACY

20.1 The Client authorises Anpure to:

- (a) collect and disclose information about the Client (including credit information) to or from any person (including accountants, credit reporters, debt collection agencies, solicitors or other suppliers) for the purposes of considering whether to provide Equipment and services to the Client, making credit decisions about the Client including considering the Client's credit application, monitoring the Client's credit account, and from time to time reviewing whether to continue providing credit, and recovering any amount owing by the Client, or taking enforcement action against any of it.
- (b) the Client acknowledges that information given to credit reporting agencies may be disclosed by them to other persons to help those other persons decide whether to provide credit or other Equipment or services to the Client.

21. LEGISLATION

21.1 A reference to any legislation includes a modification and re-enactment of, legislation enacted in substitution for, and regulation, order-in-council and other instrument from time to time issued or made under, that legislation.

22. SURVIVAL