

THAT'S CLEAN TERMS & CONDITIONS OF TRADE

1. DEFINITIONS

- a. "That's Clean" shall mean That's Clean Limited, or any agents or employees thereof.
- b. "Client" shall mean the Client, any person acting on behalf of an with the authority of the Client, or any person purchasing products and services from That's Clean.
- c. "Goods" shall mean:
 - i. all Goods of the general description specified on the front of this agreement and supplied by That's Clean to the Client; and
 - ii. all Goods supplied by That's Clean to the Client; and
 - iii. all inventory of the Client that is supplied by That's Clean; and
 - iv. all Goods supplied by That's Clean and further identified in any invoice issued by That's Clean to the Client, which invoices are deemed to be incorporated into and form part of this agreement; and
 - v. all Goods that are marked as having been supplied by That's Clean or that are stored by the Client in a manner that enables them to be identified as having been supplied by That's Clean; and
 - vi. all of the Client's present and after-secured Goods that That's Clean has performed work on or to or in which goods or materials supplied or financed by That's Clean have been attached or incorporated.
 - vii. The above descriptions may overlap but each is independent of and does not limit the others.
- d. "Goods" shall also mean all goods, products, services and advice provided by That's Clean to the Client and shall include without limitation the importation, export, manufacture and supply of accessories, site or product development and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Goods by That's Clean to the Client.
- e. "Price" shall mean the cost of the Goods as agreed between That's Clean and the Client and includes all disbursements e.g. charges That's Clean pays to others on the Client's behalf subject to clause 4 of this contract.

2. ACCEPTANCE

- a. Any instructions received by That's Clean from the Client for the supply of Goods or Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

3. PRICE

- a. Our charges are calculated on an annual basis and then divided by 12 to provide equal monthly invoices. Such charges take into account possible client closures and non-cleaning on all public holidays unless stipulated elsewhere in the contract. Additional charges will apply for any public holiday cleaning requirements
- b. The price may be increased by the amount of any reasonable increase in the cost of supply of the Goods that is beyond the control of That's Clean between the date of the contract and delivery of the Goods, including any government mandated increases to the minimum hourly rate which impact directly on the cleaning industry
- c. The price will be adjusted annually from the commencement date and each anniversary date thereafter by the latest published CPI rate for the quarter proceeding the review date.

4. Employment Agreement Variations/Levies

In the event of any variation of the rate of wages payable under any employment agreement applicable to the contractor's employees, such as government mandated increases in hourly rates or such other levies as may be imposed that will affect the contractor's costs. The basic price shall as from such variation taking effect be correspondingly varied by written notice by the contractor to the client

5. PAYMENT

- a. Invoices will be sent during the 1st week of each month. Payment for Goods and or Services shall be made in full on or before the 20th day of the month following the date of the invoice ("the due date").
- b. Interest may be charged on any amount owing after the due date at the rate of 3.75 % per annum
- c. Any expenses, disbursements and legal costs incurred by That's Clean in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable solicitor's fees or debt collection agency fees.
- d. Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.

6. QUOTATION

- a. Where a quotation is given by That's Clean for Goods and or Services
 - I. Unless otherwise agreed the quotation shall be valid for sixty (60) days from the date of issue; and
 - II. The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
 - III. That's Clean reserves the right to alter the quotation because of circumstances beyond its control.
- b. Where Goods are required in addition to the quotation the Client agrees to pay for the additional cost of such Goods.

7. RISK

- a. The Goods remain at That's Clean's risk until delivery to the Client.
- b. Delivery of Goods shall be deemed complete when That's Clean gives possession of the Goods directly to the Client or possession of the Goods is given to a carrier, courier, or other bailee for purposes of transmission to the Client.
- c. If the Client fails or refuses to accept delivery or the Client fails to collect the Goods within seven (7) days of notification that they are available for collection then the Client shall be liable to That's Clean for any resulting storage and transportation costs that That's Clean may incur.
- d. Should the premises where delivery is made be unattended then the Goods shall be deemed to have been delivered at the time of delivery.

8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- a. Title in any Goods supplied by That's Clean passes to the Client only when the Client has made payment in full for all Goods provided by That's Clean and of all other sums due to That's Clean by the Client on any account whatsoever. Until all sums due to That's Clean by the Client have been paid in full, That's Clean has a security interest in all Goods.
- b. If the Goods are attached, fixed, or incorporated into any property of the Client, by way of any service provisioning, manufacturing or assembly process by the Client or any third party, title in the Goods shall remain with That's Clean until the Client has made payment for the Goods, and where those Goods are mixed with other property so as to be part of a constituent of any new Goods, title to these new Goods shall be deemed to be assigned to That's Clean as security for the full satisfaction by the Client of the full amount owing between That's Clean and the Client.
- c. The following shall constitute defaults by the Client:
 - I. Non payment of any undisputed sum by the due date.
 - II. The Client intimates that it will not pay any undisputed sum by the due date.
 - III. Any Goods are seized by any other creditor of the Client or any other creditor intimates that it intends to seize Goods.
 - IV. Any Goods in the possession of the Client are materially damaged while any sum due from the Client to That's Clean remains unpaid.
 - V. The Client is bankrupted or put into liquidation or a receiver is appointed to any of the Client's assets or a landlord distrains against any of the Client's assets.
 - VI. A Court judgment is entered against the Client and remains unsatisfied for seven (7) days.
 - VII. Any material adverse change in the financial position of the Client.

9. PAYMENT ALLOCATION

- a. That's Clean may in its discretion allocate any payment received from the Client towards any invoice that That's Clean determines and may do so at the time of receipt or at any time afterwards and on default by the Client may reallocate any payments previously received and allocated in the absence of any payment allocation by That's Clean, payment shall be deemed to be allocated in such manner as preserves the maximum value of That's Clean's purchase money security interest in the Goods.

10. WARRANTY

- a. No representation, condition, warranty or premise expressed or implied by law or otherwise applies to the Client except where goods are supplied or services provided pursuant to the Consumer Guarantees Act 1993 or except where expressly stated in this contract.
- b. Manufacturer's warranties may apply to this contract.

11. COPYRIGHT AND INTELLECTUAL PROPERTY

- a. That's Clean owns and has copyright in all work, systems, solutions, designs, specifications, and documents produced by That's Clean at conception with the Goods provided pursuant to this contract and the client may use the Goods only if paid for in full and for the purpose for which they were intended and supplied by That's Clean.

12. CONSUMER GUARANTEES ACT

- a. The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Goods from That's Clean for the purpose of a business in terms of section 2 and 4.3 of that Act.

13. MISCELLANEOUS

- a. That's Clean shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- b. Failure by That's Clean to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations That's Clean has under this contract.
- c. If any provision of this contract shall be invalid, void, illegal, or unenforceable the validity existence legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- d. The Law of New Zealand applies to this contract.

14. TERMINATION

- a. Either party may terminate this Agreement by giving the other not less than 60 Business Days notice in writing of its intention to terminate. The Agreement will terminate at the expiration of such notice period