

HOLLAND SOLUTIONS Limited Terms and Conditions of Sale

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These Terms and Conditions May Change

HOLLAND SOLUTIONS Limited reserves the right to update or modify these Terms and Conditions at any time without prior notice.

{Party/Buyer} is the buyer of goods /services and will be named as the {party or Buyer}.

Governing Terms

All products and services offered (for sale) by HOLLAND SOLUTIONS Limited ("HSL, or there trade names like for example: HOLLAND GREENHOUSE SOLUTIONS, CommLED, HortiLED, AgriLED ") are sold subject to the terms and conditions stated herein. These terms and conditions shall apply to the sale of the products and/or services described in the HSL Quotation, Sales Order, Invoice, or other contract documentation to which these terms and conditions are attached, incorporated by reference, or referred to. Except as expressly agreed by an authorized representative of HSL in writing, no other terms and conditions, including any terms and conditions attached to, or contained within, Buyer's request for quotation, acknowledgment, purchase order or other contract documentation shall apply. Buyer's acceptance of the products or services delivered by HSL shall constitute an affirmation by Buyer that the terms and conditions set forth herein govern the purchase and sale of the goods or services. **THE TERMS OF THIS CONTRACT SHALL SUPERSEDE ANY ADDITIONAL, DIFFERENT OR CONFLICTING TERMS PROPOSED BY BUYER OR CONTAINED ON BUYER'S PURCHASE ORDER OR ANY DOCUMENT OR INSTRUMENT SUBMITTED BY BUYER.**

Prices, Taxes and Payment

all prices are firm unless otherwise agreed to in writing. HSL reserves the right to change the prices and specifications of its products at any time without notice. Any tax, duty, custom, or other fee of any nature imposed upon this transaction by any state or local governmental authority shall be paid by Buyer in addition to the price quoted or invoiced. In the event HSL is required to prepay any such tax, Buyer will reimburse HSL. Payment terms shall be met 20 days or agreed and described in writing otherwise, after invoiced by HSL. An interest charge equal to 0.6822% per month (8.5% P/a) will/could be added to invoices outstanding beyond 20 days after shipment/delivery or invoice date stated on provided invoice of our discretion. In addition HSL reserves the right to require pre-paid payment terms from any Buyer whose account is overdue for a period of more than 30 days or who has an unsatisfactory credit or payment record. HSL may also refuse to sell to any person until overdue accounts are paid in full. **Interest at the unsecured overdraft rate of ANZ Ltd (NZ) bank will apply to any invoices unpaid after the due date of payment including standard interest charge equal to 0.6822% per month (8.5% P/a) will/could be added to invoices.**

{Party/Buyer} will pay any and all legal and debt collection costs that HOLLAND SOLUTIONS Limited may incur in enforcing or attempting to enforce the rights of HOLLAND SOLUTIONS Limited under these Terms and Conditions of providing goods and services. All invoices must be paid by direct credit into our bank account (Please see bank account details on invoice).

Terms of Acceptance

A "project" quote sent by HSL (by email or mail) and signed returned by {Party/Buyer} to HSL means that both parties {Party/Buyer & HSL} have accepted this as a binding agreement and payment is due. As a "project" quote is sent and an invoice is issued (without signed quote) HSL sees this as an accepted quote and a binding agreement and payment is due. Invoice(s) will only be sent after mutual agreement or as discussed.

Delivery and Shipment

HSL will make every effort to ship the products as stated in quote or price estimation or provide the services hereunder in accordance with the requested delivery date, provided that HSL accepts no liability for any losses or for general, special or consequential damages arising out of delays in delivery. All shipment costs shall be paid by Buyer or stated otherwise in Additional Sale Agreement, Quote, or Contract, and if prepaid by HSL, the amount thereof shall be reimbursed to HSL.

Title

Title to the products shall remain with HSL until Full payment is made or stated otherwise in Additional Sale Agreement, Quote, or Contract. The occurrence of the following events: a) when the point of origin of the shipment is within the country of destination, upon the shipment of the products from the HSL facility or company address; b) when the point of origin of the shipment is not within the country of destination, upon the arrival of the products at the Port of Entry of the destination country or stated otherwise in Additional Sale Agreement, Quote, or Contract.

Risk of Loss

The risk of loss or damage to the products shall be assumed by Buyer upon the occurrence of the following events: a) when the point of origin of the shipment is within the country of destination, upon the shipment of the products from the HSL facility or company address; b) when the point of origin of the shipment is not within the country of destination, upon the arrival of the products at the Port of Entry of the destination country.

Inspection

Buyer shall be responsible for inspecting all products shipped hereunder prior to acceptance, provided, that if, Buyer shall not have given HSL written notice of rejection within 5 days following shipment or delivery to Buyer, the products shall be deemed to have been accepted by Buyer.

Disclaimer of Express and Implied Warranties

The products shall be covered by the applicable HOLLAND SOLUTIONS Limited standard Guarantee & Warranty. Any model or sample furnished to the Buyer is merely illustrative of the general type and quality of goods and does not represent that the products will conform to the model or sample. Buyer's remedies under HSL' warranty shall be limited to repair or replacement of the product or component thereof which failed to conform to HSL' warranty.

Returned Goods

No products shipped or delivered under this Contract may be returned without the express prior authorisation of HSL. All returns of products are subject to our Warrantee & Guarantee Terms and Conditions.

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Technical Advice

HSL may, at Buyer's request, furnish technical assistance, advice, and information with respect to the products, if and to the extent that such advice, assistance, and information are conveniently available. It is expressly agreed that there is no obligation to provide such information which is provided without charge at the Buyer's risk, and which is provided subject to update or modifications.

Agents, etc.

No agent, employee or other representative has the right to modify or expand HSL' standard warranty applicable to the product(s) or to make any representations as to the product(s) other than those set forth in HSL' product literature and any such affirmation, representation or guarantee & warranty terms, if made, should not be relied upon by Buyer and shall not form a part of this Contract.

Modifications, Waiver, Termination

This Contract may be modified, and any breach hereunder may be waived, only by a writing signed by the party against whom enforcement thereof is sought.

Limitation of Liability

In no event shall HSL (including its affiliates and subsidiaries) be liable for anticipated or lost profits or for special, punitive, indirect, incidental, or consequential damages. HSL' total liability on any claim of any kind for any loss or damage whatsoever arising out of or in connection with or resulting from this Contract or from the performance or breach thereof shall in no case exceed the price allocable to the products or services or units thereof which gives rise to the claim.

Assignment

Buyer shall not assign its rights or its obligations under this Contract without the written consent of HSL.

Cancellation Prior to Shipment

In the event Buyer requests that an order for products or services which it has placed with HSL be cancelled prior to shipment, and with which request HSL agrees, Buyer shall be liable to HSL for all costs incurred by HSL as a result of such cancellation, including but not limited to, cancellation costs to suppliers and unreimbursed advances on goods, if any, together with any specifically identifiable incidental and consequential expenses.



Performance

unless otherwise agreed to in writing, HSL reserves the right to make design changes which HSL believes will improve its products. HSL shall only charge Buyer for actual quantities shipped and delivered. HSL' performance shall be excused in the event of strikes, accidents, fires, unavailability of materials and all other causes beyond the control of HSL.

Tool Ownership

All tools, writings, and, electrical or installation drawings etc, produced by or at the request of HSL, or otherwise utilized by HSL in the production of any products sold to Buyer, shall remain the exclusive property of HSL. HSL reserves the right to advertise and/or sell any of the foregoing items and any of its products produced therewith, unless otherwise specifically agreed to in writing by an authorized representative of HSL.

General Provisions

The failure of HSL to enforce at any time any of the provisions of this Contract, to exercise any election or option provided herein, or to require at any time performance by Buyer of any of the provisions herewith shall in no way be construed to be a waiver of any such provisions, or the right of HSL thereafter to enforce each and every such provision. This Contract contains the complete and exclusive statement of the agreement between the parties in connection with the subject products and/or services and supersedes any previous understandings, communications, commitments, or agreements, oral or written. Buyer warrants that it has not offered or given and will not offer or give to any employee, agent or representative of HSL any gratuity with a view toward influencing such person with respect to the terms, conditions or performance of this Contract or any contracts with HSL. HSL and Buyer are independent contractors; neither is an agent or employee of the other or has any authority to assume or create any obligation or liability of any kind on behalf of the other. Any provision of this Contract that is invalid or unenforceable under applicable laws with respect to a particular party or circumstance will be severed from this Contract with respect to such party or circumstance without invalidating the remainder of this Contract or the application of such provision to other persons or circumstances. The headings used in this Contract have no legal effect



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