

JACOBS DOUWE EGBERTS NZ: STANDARD TERMS OF SALE

Last Updated: 9 November 2021

1. Definitions

- 1.1. "Company" means JACOBS DOUWE EGBERTS NZ, its successors and assigns or any person acting on behalf of and with the authority of JACOBS DOUWE EGBERTS NZ.
- 1.2. "Client" means the person/s buying the Goods (and/or hiring or loaning Equipment) as specified in any invoice, document or order, and if there is more than one Client is a reference to each Client jointly and severally.
- 1.3. "Goods" means all Goods or Services supplied by Company to the Client at the Client's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.4. "Equipment" means all Equipment including any accessories supplied on hire/loan by Company to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire/loan, or any other work authorisation form provided by Company to the Client.
- 1.5. "Minimum Hire Period" means the minimum period for the hire of any Equipment under these terms and conditions agreed in writing between the Client and Company
- 1.6. "Price" means the price payable for the Goods as determined in accordance with clause 5 below or the hire and other charges payable in relation to the Equipment hire/loan.

2. Interpretation

In this agreement, unless the context otherwise requires:

- 2.1. A reference to a person includes an individual, firm, company, corporation or unincorporated body of persons, or any authority, in each case whether or not having separate legal personality.
- 2.2. The singular includes the plural and vice versa;
- 2.3. References to a month or a year are references to a calendar month or year, as the case may be;
- 2.4. Section, clause and other headings are for ease of reference only and shall not be deemed to form any part of the context or to affect the interpretation of this agreement;

- 2.5. The term 'includes' or 'including' (or any similar expression) is deemed to be followed by the words 'without limitation';
- 2.6. References to statutes and statutory provisions refer to those statutes and provisions as they may be re-enacted, substituted, replaced or amended or as their application is modified by other statutory provisions from time to time; and
- 2.7. References to dates and times are to dates and times in New Zealand.

3. Acceptance

- 3.1. The Client is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Client places an order for or accepts delivery of the Goods/Equipment.
- 3.2. These terms and conditions may only be amended with Company's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Company.
- 3.3. The Client acknowledges and agrees to pay for all amounts owing on all orders placed with Company by employees of the Client on the Client's behalf.

4. Change in Control

- 4.1. The Client shall give Company not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client and/or any other change in the Client's details (including but not limited to, changes in the Client's name, address, contact phone or email, or business practice). The Client shall be liable for any loss incurred by Company as a result of the Client's failure to comply with this clause.

5. Price and Payment

- 5.1. At Company's sole discretion the Price shall be either:
 - 5.1.1. as indicated on any invoice provided by Company to the Client; or
 - 5.1.2. the Price as at the date of delivery of the Goods/Equipment according to Company's current price list; or
 - 5.1.3. Company's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation.
- 5.2. Company reserves the right to change the Price if a variation to Company's quotation is requested by the Client.

- 5.3. At Company's sole discretion a deposit may be required.
- 5.4. Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by Company and notified to the Client from time to time, which may be:
 - 5.4.1. before delivery of the Goods/Equipment; or
 - 5.4.2. or invoices dated the first (1st) to the fifteenth (15th) of the month shall be due seven (7) working days after the fifteenth (15th) of the same month; or
 - 5.4.3. for invoices dated from the sixteenth (16th) to the thirty-first (31st) of the month shall be due seven (7) working days after the last calendar day of the same month; or
 - 5.4.4. for certain approved Client's, due twenty (20) days following the end of the month for which that month's statement is posted to the Client's address or address for notices; or
 - 5.4.5. the date specified on any invoice or other form as being the date for payment; or (f) seven (7) days following the date of any invoice given to the Client by Company.
- 5.5. Unless agreed to in writing, payments shall be made by Direct Debit authority.
- 5.6. Potential Clients that are unable to supply three (3) acceptable trade references to Company must be placed on a Direct Debit.
- 5.7. Subject to Clause 5.5, payment may be made by cheque, bank cheque, electronic/on-line banking, Direct Debit, credit card (plus a surcharge on the Price based on the percentage charged by the credit card company), or by any other method as agreed to between the Client and Company. 5.8 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Company an amount equal to any GST Company must pay for any supply by Company under this or any other agreement for the sale of the Goods or hire of the Equipment. The Client must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Client pays the Price. In addition the Client must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.

6. Delivery of Goods/Equipment

- 6.1. Delivery of the Goods/Equipment ("Delivery") is taken to occur at the time that Company (or Company's nominated carrier) delivers the Goods/Equipment to the Client's nominated address even if the Client is not present at the address.
- 6.2. At Company's sole discretion the cost of Delivery may be in addition to the Price.
- 6.3. Delivery of the Goods to a third party nominated by the Client is deemed to be Delivery to the Client for the purposes of these terms and conditions.
- 6.4. Any time or date given by Company for Delivery to the Client is an estimate only. The Client must still accept Delivery of the Goods/Equipment even if late and Company will not be liable for any loss or damage incurred by the Client as a result of the Delivery being late.

7. Risk to Goods

- 7.1. Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 7.2. If any of the Goods are damaged or destroyed following Delivery but prior to ownership passing to the Client, Company is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Company is sufficient evidence of Company's rights to receive the insurance proceeds without the need for any person dealing with Company to make further enquiries.
- 7.3. If the Client requests Company to leave Goods outside Company's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.

8. Title to Goods

- 8.1. Company and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid Company all amounts owing to Company; and (b) the Client has met all of its other obligations to Company.
- 8.2. Receipt by Company of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 8.3. It is further agreed that until ownership of the Goods passes to the Client in accordance with clause 8.1:

- 8.3.1. the Client is only a bailee of the Goods and must return the Goods to Company on request.
- 8.3.2. the Client holds the benefit of the Client's insurance of the Goods on trust for Company and must pay to Company the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
- 8.3.3. the Client must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Client sells, disposes or parts with possession of the Goods then the Client must hold the proceeds of any such act on trust for Company and must pay or deliver the proceeds to Company on demand.
- 8.3.4. the Client should not convert or process the Goods or intermix them with other goods but if the Client does so then the Client holds the resulting product on trust for the benefit of Company and must sell, dispose of or return the resulting product to Company as it so directs.
- 8.3.5. the Client irrevocably authorises Company to enter any premises where Company believes the Goods are kept and recover possession of the Goods.
- 8.3.6. Company may recover possession of any Goods in transit whether or not delivery has occurred.
- 8.3.7. the Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods.
- 8.3.8. Company may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

9. Personal Property Securities Act 1999 ("PPSA")

- 9.1. Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:
 - 9.1.1. these terms and conditions constitute a security agreement for the purposes of the PPSA; and
 - 9.1.2. a security interest is taken in all Goods/Equipment previously supplied by Company to the Client (if any) and all Goods/Equipment that will be supplied in the future by Company to the Client.
- 9.2. The Client undertakes to:

- 9.2.1. sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Company may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; and
- 9.2.2. indemnify, and upon demand reimburse, Company for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods/Equipment charged thereby; and
- 9.2.3. not assign, charge, encumber, mortgage, or permit any lien to arise over, or any security interest (other than Company's) to attach to goods, or permit the goods to become an accession, without Company's written consent; and
- 9.2.4. not register a financing change statement or a change demand without the prior written consent of Company; and
- 9.2.5. immediately advise Company of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.
- 9.3. Company and the Client agree that:
 - 9.3.1. nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions; and
 - 9.3.2. where Company has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.
- 9.4. The Client waives its rights under sections 116, 117(1)(c), 119, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 9.5. Unless otherwise agreed to in writing by Company, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 9.6. The Client shall unconditionally ratify any actions taken by Company under clauses 9.1 to 9.5.

10. Security and Charge

- 10.1. In consideration of Company agreeing to supply the Goods/Equipment, the Client charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Client either now or in the future, to secure the performance by the Client of its obligations under these terms

and conditions (including, but not limited to, the payment of any money).

- 10.2. The Client indemnifies Company from and against all Company's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Company's rights under this clause.
- 10.3. The Client irrevocably appoints Company and each director of Company as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of clauses 10.1 and 10.2 including, but not limited to, signing any document on the Client's behalf.

11. Client's Disclaimer

- 11.1. The Client hereby disclaims any right to rescind, or cancel any contract with Company or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by Company and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.
- 11.2. Company and the Client agree that all supplies of goods and services to the Client by Company are acquired in trade, and the parties agree that sections 9, 12a, 13, or 14(1) of the Fair Trading Act 1986 are expressly excluded and shall not apply to any supplies of goods and services by Company to the Client.

12. Defects

- 12.1. The Client shall inspect the Goods/Equipment on Delivery and shall within seven (7) days of Delivery (time being of the essence) notify Company of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote.
- 12.2. The Client shall afford Company an opportunity to inspect the Goods/Equipment within a reasonable time following Delivery if the Client believes the Goods/Equipment are defective in any way and notifies Company of the defective Goods/Equipment in accordance with clause 12.1.
- 12.3. If the Client fails to comply with these provisions of clauses 12.1 and 12.2, the Goods/Equipment shall be presumed to be free from any defect or damage.
- 12.4. Subject to clauses 14.1 and 14.3, where Company determines that the Goods/Equipment are defective after inspecting them, Company will notify the Client in writing that the Goods/Equipment

are defective and will (at its sole discretion): (a) replace the defective Goods/Equipment; or (b) repair the Goods/Equipment.

13. Returns of Goods

- 13.1. Returns will only be accepted provided that:
- 13.1.1. the Client has complied with the provisions of clauses 12.1; and
 - 13.1.2. Company has agreed in writing to accept the return of the Goods; and
 - 13.1.3. the Goods are returned at the Client's cost within seven (7) days of the Delivery date; and
 - 13.1.4. Company will not be liable for Goods which have not been stored or used in a proper manner; and
 - 13.1.5. the Goods are returned in the condition in which they were Delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 13.2. Company may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of ten percent (10%) of the value of the returned Goods plus any freight.
- 13.3. Non-stocklist items or Goods made to the Client's specifications are under no circumstances acceptable for credit or return.

14. Warranty

- 14.1. For Goods not manufactured by Company, the warranty shall be the current warranty provided by the manufacturer of the Goods. Company shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.
- 14.2. To the extent permitted by law, and except to the extent expressly provided for in these terms and conditions, no warranty is given by Company as to the quality or suitability of the Goods/Equipment for any purpose and any implied warranty is expressly excluded. To the extent permitted by law Company shall not be responsible for any loss, theft or damage to the Goods/Equipment, or for any loss, damage, injury or death caused by the Goods/Equipment (including without limitation loss or damage to property and injury to or death of any person) or any part thereof however arising. Subject to clause 27.1 this clause shall prevail to the extent

of any inconsistency between this clause and any other provision of these terms and conditions

14.3. In the case of second hand Goods/Equipment, the Client acknowledges that it has had full opportunity to inspect the same and that it accepts the same with all faults and that no warranty is given by Company as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded.

15. Consumer Guarantees Act 1993

15.1. If the Client is acquiring Goods for the purposes of a trade or business, the Client acknowledges that the provisions of the Consumer Guarantees Act 1993 (the Act) do not apply to the supply of Goods by Company to the Client. If the Client is acquiring the Goods and Services for purposes other than for business, nothing in these terms and conditions of trade limits, in any way, the terms or the application of the Act (if applicable). The provisions of the Sale of Goods Act 1908 will not apply.

16. Intellectual Property

16.1. Where Company has created any special or specific Goods/Equipment for the Client, then, as between Company and the Client, the intellectual property (including all documentation or designs) relevant to such Goods shall remain the property of Company at all times unless otherwise agreed between the Client and Company in writing.

16.2. The Client warrants that all designs, specifications or instructions given to Company will not cause Company to infringe any patent, registered design or trade mark in the execution of the Client's order and the Client agrees to indemnify Company against any action taken by a third party against Company in respect of any such infringement.

16.3. The Client agrees that Company may (at no cost and for no compensation to the Client) use for the purposes of marketing or entry into any competition any documents, designs, drawings or specialised Goods which Company has created for the Client.

17. Default and Consequences of Default

17.1. Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment

pursuant to clause 5, at a rate of two and a half percent (2.5%) per calendar month (and at Company's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.

17.2. The Client shall pay the interest on overdue invoices calculated in accordance with clause 17.1 immediately upon notification by Company that payment is overdue and interest has accrued, time being of the essence.

17.3. If the Client owes Company any money, the Client shall indemnify Company from and against all costs and disbursements incurred by Company in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Company's collection agency costs, and bank dishonour fees).

17.4. Without prejudice to any other remedies Company may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Company may suspend or terminate the supply of Goods or hire of Equipment to the Client. Company will not be liable to the Client for any loss or damage the Client suffers because Company has exercised its rights under this clause.

17.5. Without prejudice to Company's other remedies at law Company shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Company shall, whether or not due for payment, become immediately payable if: (a) any money payable to Company becomes overdue, or in Company's opinion the Client will be unable to make a payment when it falls due; or (b) the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or (c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

18. Cancellation

18.1. Company may cancel any order or contract to which these terms and conditions apply or cancel Delivery of Goods or hire of Equipment at any time by giving written notice to the Client. On giving such notice Company shall repay to the Client any money paid by the Client for the Goods or hire of Equipment. Company shall not be

liable for any loss or damage whatsoever arising from such cancellation.

- 18.2. In the event that the Client cancels delivery of Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by Company as a direct result of the cancellation (including, but not limited to, any loss of profits).

19. Privacy Act 2020

- 19.1. The Client authorises Company to: (a) collect, retain and use any information about the Client, for the purpose of assessing the Client's creditworthiness or marketing products and services to the Client; and (b) disclose information about the Client, whether collected by Company from the Client directly or obtained by Company from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Client.
- 19.2. Where the Client is an individual the authorities under clause 19.1 are authorities or consents relating to the Client's personal information for the purposes of the Privacy Act 2020.
- 19.3. The Client shall have the right to request Company for a copy of the information about the Client retained by Company and the right to request Company to correct any incorrect information about the Client held by Company pursuant to the Privacy Act 2020.

20. Unpaid Company's Rights

- 20.1. Where the Client has left any item with Company for repair, modification, exchange or for Company to perform any other service in relation to the item and Company has not received or been tendered the whole of any moneys owing to it by the Client, Company shall have, until all moneys owing to Company are paid:
- 20.1.1. lien on the item; and
- 20.1.2. the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.
- 20.2. The lien of Company shall continue despite the commencement of proceedings, or judgment for any moneys owing to Company having been obtained against the Client.

21. General

- 21.1. The failure by Company to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Company's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 21.2. These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
- 21.3. To the extent permitted by law Company shall be under no liability whatsoever to the Client for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by Company of these terms and conditions (alternatively Company's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment).
- 21.4. The Client shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Client by Company nor to withhold payment of any invoice because part of that invoice is in dispute.
- 21.5. Company may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 21.6. The Client agrees that Company may amend these terms and conditions at any time. If Company makes a change to these terms and conditions, then that change will take effect from the date on which Company notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Company to provide Goods to the Client or continues to hire any Equipment.
- 21.7. Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
- 21.8. The Client warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

Additional Terms Applicable To Equipment Hire/Loan Only

22. Hire Period (Equipment Hire Only)

- 22.1. Hire charges shall commence from the time the Equipment is collected by the Client from Company's premises and will continue until the return of the Equipment to Company's premises, and/or until the expiry of the Minimum Hire Period, whichever last occurs.
- 22.2. If Company agrees with the Client to deliver and/or collect the Equipment, hire charges shall commence from the time the Equipment leaves Company's premises and continue until the Client notifies Company that the Equipment is available for collection, and/or until the expiry of the Minimum Hire Period, whichever last occurs.
- 22.3. The date upon which the Client advises of termination shall in all cases be treated as a full day's hire.
- 22.4. No allowance whatsoever can be made for time during which the Equipment is not in use for any reason, unless Company has agreed to the terms of any special prior arrangements in writing at its sole discretion. In the event of Equipment breakdown, provided the Client notifies Company immediately, hiring charges will not be payable during the time the Equipment is not working, unless the condition is due to negligence or misuse on the part of or attributable to the Client as determined by Company in its reasonable opinion.

23. Risk to Equipment

- 23.1. Company retains property in the Equipment nonetheless all risk for the Equipment passes to the Client on delivery.
- 23.2. The Client accepts full responsibility for the safekeeping of the Equipment and indemnifies Company for all loss, theft, or damage to the Equipment howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Client.
- 23.3. The Client will insure, or self insure, Company's interest in the Equipment against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of

the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

- 23.4. The Client accepts full responsibility for and shall keep Company indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to or death of any persons and loss of or damage to any property arising out of the use of the Equipment or otherwise caused by the Equipment however arising and whether or not arising from any negligence, failure or omission of the Client or any other persons.

24. Title to Equipment

- 24.1. The Equipment is and will at all times remain the absolute property of Company.
- 24.2. If the Client fails to return the Equipment to Company when requested or defaults under these terms and conditions, then Company or Company's agent may (as the invitee of the Client) enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Equipment is situated and take possession of the Equipment, without being responsible for any damage thereby caused.
- 24.3. The Client is not authorised to pledge Company's credit for repairs to the Equipment or to create a lien over the Equipment in respect of any repairs.

25. Client's Responsibilities

- 25.1. The Client shall:
 - 25.1.1. notify Company immediately by telephone of the full circumstances of any mechanical breakdown or accident relating to the Equipment. The Client is not absolved from the requirements to safeguard the Equipment by giving such notification;
 - 25.1.2. satisfy itself at commencement that the Equipment is suitable for its purposes;
 - 25.1.3. operate the Equipment safely, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by Company or posted on the Equipment;
 - 25.1.4. ensure that all persons operating the Equipment are suitably instructed in its safe and proper use;

- 25.1.5. comply with all occupational health and safety laws relating to the Equipment and its operation;
- 25.1.6. on termination of the hire/loan, deliver the Equipment complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted, to Company;
- 25.1.7. keep the Equipment in their own possession and control and shall not assign the benefit of the hire/loan contract nor be entitled to a lien over the Equipment; (h) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment; (i) employ the Equipment solely in its own work and shall not permit the Equipment of any part thereof to be used by any other party for any other work;
- 25.1.8. not fix any of the Equipment in such a manner as to make it legally a fixture forming part of any freehold;
- 25.2. Immediately on request by Company the Client will pay:
 - 25.2.1. without limiting the generality of clause 23.2 the then current price of any Equipment that is for whatever reason destroyed, written off or not returned to Company;
 - 25.2.2. all costs incurred in cleaning the Equipment;
 - 25.2.3. without limiting the generality of clause 23.2 the cost of repairing any damage to the Equipment caused by the negligence of the Client or the Client's agent;
 - 25.2.4. without limiting the generality of clause 23.2 the cost of repairing any damage to the Equipment caused by vandalism, or (in Company's reasonable opinion) in any way whatsoever other than by the ordinary use of the Equipment by the Client; and/or
 - 25.2.5. the cost of consumables provided by Company and used by the Client.

26. Termination

- 26.1. Company may terminate hire of any Equipment under these terms and conditions by giving not less than one month's written notice to that effect to the Client.
- 26.2. Upon determination of such hire: (a) the Client authorises Company and agents to

enter the premises where Equipment is located or other location where Company believes the Equipment may be located or stored and to search for, remove and take possession of the Equipment without being liable in any way to the Client or to anyone claiming under the Client; and (b) such termination will be without prejudice to either party's rights or remedies in respect of these terms and conditions where the breach occurred before such termination.

27. General

- 27.1. To the extent of any inconsistency between the additional terms and conditions set out in clauses 22 to 27 and the remaining terms and conditions herein the additional terms and conditions set out in clauses 22 to 27 will prevail.