## Nexus CNC Limited – Terms & Conditions of Trade

Definitions
Chert reaps the person's entities or any person scring on behalf
Chert with the authority of the Client requesting Needs CNC to
provide the Works as specified in any proposal, quotation, order,
invoice or other documentation, and:
(a) If there is more than one Client, is a reference to each Client
(b) If the Client is a partnership, it shall bind each partner jointly and severally; and 7. if the Client is a part of a Trust, shall be bound in their capacity 7.1 as a trustee; and includes the Client's executors, administrators, successors and permitted assigns. (d) includes the Client's executors, administrators, successors and permitted assigns.

"Contract" means the terms and conditions contained herein, together with any quotation, order, invoice or other document or according to the contract of the contract

"Signs" means the Price payable (alus any Goods and Services Tax (CST) where applicable) for the Works as agreed between Nexus 7.2 CKC and the Client in accordance with clause 5 below must actually and grant grant all Works (including consultation, meaning missillation, periodes) of Malerials supplied by Nexus CKV, to a so certification of the Confect of the Authority of the Confect of the Con

the other).

orksite" means the address nominated by the Client to which the lenals are to be supplied by Nexus CNC.

7.3

Acceptance
The parties acknowledge and agree that:
The parties acknowledge and agree that:
The parties acknowledge and understood the terms and conditions contained in this Contract, and of the parties are taken to have exclusively accepted and are immediately bound, pinity and severally, by these terms and conditions if the Client places an order for or accepts delivery of in the eyent of any inconsistency between the terms and conditions of this Contract, and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this parties have entered into, the terms of this Contract shall prevail. Any amendment to the terms and conditions contained in this parties have entered in writing by the consent of both parties. The Client acknowledges that the supply of Works on credit shall not take effect until the Client has completed a credit application with lexis CNC and it has been approved with a credit intestablished.

s which it has been approved with a credit limit established sevent that the supply of Works requested exceeds the Client's limit and/or the account exceeds the payment terms, Nexus reserves the inflit for traituse delivery, assistance, or service det by Nexus CNC in relation to Materials or Works supplied is \$4.1 s. CNC so will know the contract of the contract o

damägis or losses that occur after any subsequent commencement of the Works in the event that Nexus CNC is required to provide the Works ungenity, that may require NNC is RVC; saff to work outside romal required to the NNC is required to the part of the NNC is required to the part of the NNC is required to the part of the NNC is required to t

From and Omissions
The Client acknowledges and accepts that Nexus CNC shall, without prejudice, accept no liability in respect of any alleged or actual representations of the contract and of the contract and or the formation and/or administration of this Contract, and/or 10.

(b) contained informating from any ligerature (hard, copy and/or 10. selectronic) supplied by Nexus CNC in respect of the Works. 10.1 selectronic supplied by Nexus CNC in respect of the Works. 10.1 selectronic from the contract and or will misconduct of Nexus CNC. the Client.

(a) shall not be entitled to treat this Contract as repudiated nor repuder it made.

shall not be responsible for any additional costs incurred by Nexus CNC arising from the error or omission.

Change in Control
The Client shall give News CNC not less than fourteen (14) days
The Client shall give News CNC not less than fourteen (14) days
and/or any other change in the Client's details (including but not 10.3
imited to, changes in the Client's name, address, contact phone or
tax numbers, change of trustees, or business practice). The Client's stalle be liable for any loss incurred Nexus CNC as a result of the
Client's failure to comply with sodiuse.

Price and Payment
At Nexus CNC's sole discretion, the Price shall be either:
(a) as indicated on invoices provided by Nexus CNC to the Client in respect of Works performed or Materials supplied, or
(b) Nexus CNC's quoted Price (subject to clause 5.2) which shall be price to the control of the Client shall accept to the control of the Client shall accept to the CNC of the

Nexus CNC reservés the right to chaînce the Prince (a) if a variation to the Materials within are to be supplied is (a) if a variation to the Materials within are to be supplied is (b) greatest. Or the Works originally scheduled (including any applicable plans or specifications) is requested; or containing the plans or specification of the plans o

may be required. Time for payment for the Works being of the essence, the Price will be payable by the Client on the date's determined by Nexus CNC,

ch may be on completion of the Works; by way of progress payments in accordance with Nexus CNC's specified progress payment schedules. Such progress payment claims may include the reasonable value of authorised vanations and the value of any Materialis delivered to the Worksite but not yet installed.

yet insalled:

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"Tollowing the date of any invoice given to the Client by Nexus CNC.

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Implies.

Unless otherwise stated the Price does not include GST. In addition to the Price, the Client must pay to Nexus CNC an amount equal to any GST Nexus CNC must pay for any supply by Nexus CNC uspect and this or any other agreement for the sale of the Materials. The Client must pay GST, without deduction or set off or any other agreements, at the same time and on the same basis as the Client pays the Price, in addition, the Client must pay gny other taxes and otilists that may be applicable in addition the Client must pay gny other taxes and otilists that may be applicable in addition the Client must pay gny other taxes and otilists that may be applicable in addition the Client must pay and the taxes and the same the payone of the price of the Client pays the price of the price of

Provision of the Works Subject to clause 6.2 it is Nexus CNC's responsibility to ensure that

Subject to clause 6.2 it is Nexus CNC's responsibility to ensure that the Works start as soon as it is reasonably possible. The Works commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Nexus CNC claims an extension of time (by giving the Client written notice) where completion is delayed by an eyent beyond Nexus CNC's control, including but onl limited to any failure by the Client to:

(a) make a selection; or

(b) have the Worksite easy for the Works; or

(c) notify Nexus CNC that the Worksite is ready.

Both parties agree that they shall make every endeavour to enable 12.4 the Works to be supplied at the time and place as was arranged between both parties. In the event that Nexus CNC is unable to 12.5 Delivered ooth parties. In the event that Nexus CNC is unable its supply the Works as agreed solely due to any action or inaction of the Client, then Nexus CNC shall be entitled to charge a reasonable fee for re-supplying the Works at a later time and date, and/or for storand of the Malerians.

Risk If Nexus CNC retains ownership of the Materials under clause 11 where Nexus CNC is supplying Materials only, all risk for the Materials shall immediately pass to the Client on delivery and the Client must risper the Materials on or before delivery. The cost of delivery is either included in the Price or is in addition to the Price as agreed between the parties. Delivery of the Materials shall be deemed to have taken place immediately at the time that either.

shall be defined to have taken place immediately at the time that gittler.

(i) The client or the Client's nominated carrier takes possession 13.2 of the Materials and elevans CNC's address; or (ii) the Materials are delivered by Vesus CNC or Nexus CNC's nominated carrier to the Client's nominated delivery address seven if the Client's nominated delivery address seven if the Client's not not considered to the CNC or Nexus CNC's under the CNC's considered to the CNC's that maintain a Contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall maintain a Contract works insurance policy until the Works are completed. Upon completion of the Works all risk for the Works shall maintain a Contract works in the CNC's permisses to collection or to deliver the Materials to an unattended to the CNC's permisses to CNC's permisses to collection or to deliver the Materials to an unattended to the CNC's permisses to CNC's

ent and it shall be the Client's responsibility to ensure the Materials insured adequately or at all, in the event that such Materials are insured adequately or at all, in the event that such Materials are at the client's expense. The expense of the expense of

Such variations occur. Dimensions, Plans and Specifications
All customary building industry tolerances shall apply to the dimensions and measurements of the Materials unless the Client and Nexus CNC agree otherwise in writing.
Nexus CNC stall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client Materials involves Nexus CNC estimating measurements and quantities; that is not seen to the control of the Client to verify the accuracy of Nexus CNCs estimated measurements and quantities before the Client places an order based on such estimate or accepts such quotation. Should the Client require any changes to Nexus CNCs estimated measurements and quantities there are considered to the control of the Client to the control of the Client places and order based on such estimates or accepts such quotation. Should the Client require any changes to Nexus CNCs estimated measurements and supplies the provided that the control of the control

Access The Client shall ensure that Nexus CNC has clear and free access to 18. the Worksite at all times to enable them to understee the Works 18.1 (including carrying out Worksite inspections, gain signatures for required documents, and for the delivery and installation of the tended occurrents, and for the delivery and installation of the tended of the Company of the Worksite (including, without limitation, darage to pathways, driveways and concreted or paved or grassed areas) unless due to 18.2 the negligence of Nexus CNC.

Compliance with Laws
The Heavilland Programment of the Provisions of all The Heavilland Programment of the Programment of the Provisions of all The Heavilland Programment of the Programment of the Programment of the Programment of the Works, Including any WorkSafe health and safety leave relating or any other relevant Australians of the Works.

18.3 WorkSafe health and safety leave relating or any other relevant Australians of the Works.

29. The Programment of the Works.

20. The Works and Programment of the Works.

20. The Works will be provided in accordance with any current relevant Australians/New 2-dance Statement Programment (18.4).

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they may be adding as a sub-contractor for the Client who has englaged at Initing party head contractor.

Title
Nexus CNC and the Client agree that ownership of the Materials shall not pass until:
(a) the Client has paid Nexus CNC all amounts owing to Nexus (b) the Client has met all of its other obligations to Nexus CNC. Receipt by Nexus CNC of the Order of the Client has met all of its other obligations to Nexus CNC. Receipt by Nexus CNC of any form of payment there than cash shall not be deemed to be payment until that form of payment has been this further approach that.

(a) until ownership of the Materials passes to the Client in accordance with clause 1.1 that the Client is only a balie of the Materials and until ownership of the Materials passes to the Client in accordance with clause 1.1 that the Client is number of the Materials on trust for Nexus CNC and must pay to Nexus CNC he projected of any insurance in the event of the Materials being 19.4 the production of these terms and conditions by Nexus CNC shall be sufficient prividence of Nexus CNCs rights to receive the insurance proceeds direct from the insurer without the need to business and for market yalle. If the Client sells, disposes or otherwise paid with possession of the Materials other than in the ordinary course of business and for market yalle. If the Client sells, disposes or otherwise paid with possession of the Materials of Nexus CNC and must pay of eliver the proceeds to Nexus CNC on demand:

(e) the Client must not sell, dispose, or otherwise paid with possession of the Materials of Nexus CNC and must pay of eliver the proceeds to Nexus CNC on demand:

(e) the Client must not sell of the contraction of the Materials of Nexus CNC and must pay of eliver the proceeds to Nexus CNC on demand:

(e) the Client must not sell of the contraction of the Materials of Nexus CNC and must pay of eliver the proceeds to Nexus CNC on demand:

(e) the Client resulting product on trust for the penent of Nexus CNC and must pay of eliver the proceeds to Ne

believes the waterlass are kept and recover possession of the Netuc CNC may recover possession of any Materials in transit whether or not delivery has occurred; the Client shall not charge or grant an encumbrance over the Materials not grant nor otherwise give away any riteges in the Netuc CNC may commence proceedings to recover the Price of the Materials sold notwithstanding that ownership of the Materials kan on passed to the Client.

Medicinis has not possess to the serious design of the serious Property Securities Act 1999 ("PPSA") on assenting to these terms and conditions in writing the Client Knowledges and agrees that:
i) these terms and conditions constitute a security agreement for the purposes of the Steek and Il Materials that have previously 20.3 been supplied and that will be supplied in the future by Nexus CNC to the Client and the proceeds from such Materials as listed by Nexus CNC to the Client in invoices rendered from time to time.

by Nexus CNC to the Client in invoices rendered from time to time.

If the control of the contro

The Client shall unconditionally ratify any actions taken by Nexus CNC under clauses 12.1 to 12.3. Subject to any express provisions to the contrary finduling those 20.7 subject to any express provisions to the centrary finduling those influenced to have the effect of contracting out of any of the provisions of the PPSA.

of the PPSA.

Security and Charge
In consideration of News CNC agreeing to supply the Works, the
Client charges all of its rights, tife and interest (whether joint or
several) in any land, really or other assets papable of being charged.

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owned by the Collent either frow or in the turky, and the Collent parametal 21.

osecure the performance by the Client of its obligations under these
terms and conditions injudding, but not limited to the payment of any
noney). The terms of the charge and security interest are the terms
and conditions injudding, but not limited to the payment of any
noney). The terms of the charge and security interest are the terms
and conditions injudding to a consistence present to school to the Land
Tansifer AZ 077 10/43-44 registered pursuant to s2/99 of the Land
Tansifer AZ 077 10/43-44 registered pursuant to a solicitor and own
client basis incurred in exercising Nexus CNCS rights under this

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class included in Exercising Version Services of the Configuration of the Client Irrevocably appoints Nexus CNC and each director of Nexus CNC as the Client's frue and lawful attorney's to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.

Defects
The Client shall inspect the Materials on delivery and shall within seven (7) days of delivery (time being of the essence) notify Nexus CNC of any alleged celect, shortage in jumply, damping or failure to CNC an opportunity to Inspect the Materials within a reasonable time following delivery if the Client believes the Materials are defective in following delivery if the Client believes the Materials are defective in Materials shall be presumed to be free from any defect or damage. The Client shall all to comply with these provisions the Materials shall be presumed to be free from any defect or damage. The Client is entitled to reject, the Water of the Client shall all the Client shall shall be considered to the Client shall be considered to the Client shall s

Materials will not be accepted for return other than in accordance with 14.1 above.

Warranties
For Materials not manufactured by Nexus CNC, the warranty shall be
the currient warranty provided by the manufacturer of the Materials
Nexus CNC shall not be bound by nor be responsible for any encondition, representation or warranty other than that which is given
by the manufacturer of the Materials.

Consumer Guarantees Act 1993 and the Fair Trading Act 1986 if the Client is acquiring Meterials for the purposes, of a trade of the Consumer Guarantees Act 1993 (\*CGA\*\*) do not apply to the supply of Materials by Nexus CNC to the Client Nexus CNC agrees to abide by the provisions of the Fair Trading Act (\*FTA\*\*).

Intellectual Property
Where Nexus CNC has designed, drawn, written plans or a schedule
of Works, or created any products for the Client, then the copyright in
Order Nexus CNC has designed, drawn, written plans or a schedule
of Works, or created any products for the Client, then the copyright in
Order Shall Perinan resignal in Nexus CNC, and shall only be used
by the Client and Nexus CNC's discretion. Under no circumstances
may such designs, drawings and documents be used without the
express written approval of Nexus CNC.
The Client warrangits that all designs, scale to complete the control of the Client's order
and the Client agrees to indemnify Nexus CNC. Organist any action
taken by a third party against Nexus CNC in respect of any such
infiningement.

The Client warranging or entry into any competition, any documents,
designs, drawings, plans or products which Nexus CNC has created
for the Client.

Default and Consequences of Default
Interest on overdue invoices shall accrue daily from the date when
anyment becomes due, until the date of payment, at a rate of two and
a half percent (2.5%) per calendar month (and at Nexus CNC's sole
discretion such interest shall compound monthly at such a rate) after
as well as before any judgment
as well as before any judgment
when the property of the pro

infermal administration tees, legal costs on a sourciu, anu very ween pass. Nexus CNC s collectori agency costs, and bank dishonour pass. Person CNC s collectori agency costs, and bank dishonour pass. Person costs incurred by Nexus CNC under this clause 16, where it can be proven that such every pass is bound to be legal, fraudulent or in contravention. Person costs and pass of the pass of the pass. Person costs and pass of the pass. Person costs and pass of the pass of

or a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client.

Cancellation
Without prejudice to any other remedies the parties may have, if at without prejudice to any other remedies the parties may have, if at which was a support of the parties of the party support of terminate the supply or purchase of Materials or Works to the other party. Neighter party will be liable for any loss or Works to the other party. Neighter party will be liable for any loss or Works to the other party. Neighter party will be liable for any loss or damage the other party. Neighter party will be liable for any loss or of the parties has a fine was a support of the parties has a fine was a fine party. The party of the party of the party of works to the Clinch Country of the party of works to the Clinch Country of the party of works to the Clinch Country of the Materials or Works at any time to the Client of the Materials or Works. Neus Not Shall not be liable for any loss or damage whatsoever arising to the Client of the Materials and/or Works and the Materials and the Works shall place the Client to the Materials and/or Works shall place the Client in breach of this Materials and/or Works shall place the Client in breach of the Materials and/or Works shall place the Client in breach of this cancellation, cliency of the Materials and/or Works shall place the Client in breach of the Materials and/or Works shall place the Client in breach of this cancellation of orders for products made to the Client's specifications, or for non-stockist items, will definitely not be 25.2 accepted one production has commenced, or an order has been Privacy Patient.

Privary Polity

Privary Polity

All emalist coduments, images or other recorded information held or used by Nexus CNC is "Personal Information" as defined and referred to in quase 20.3 and therefore considered confidential coduments. Images or other recorded information held or used by Nexus CNC is "Personal Information" as defined and referred to in quase 20.3 and therefore considered confidential 25.3 Nexus CNC acknowledges its obligation in relation to the handling of the Privary Act 2004 (The Art) including Part I of the OECD 25.4 Guidelines and as set out in the Act. Nexus CNC acknowledges that the event the becomes wave or any data breaches and/or disclosure of the Client's Personal Information held by Nexus CNC that may are considered with the Act and must be approved by the 25.7 Client by written consent, unless subject to an operation of law. Client by written consent, unless subject to an operation of law, which was the proposed by the Client's Personal Information such as the Client's Allows the 25.8 Client by written consent, unless subject to an operation of law, which were the client subject to the graph of Cockies where the Client utilities Nexus CNC sevential to the Client's Allows the 25.8 collection of Personal Information such as the Client's Allows the 25.8 to a proper subject to an operation of law, the control of the Client's Allows the 25.8 collection of Personal Information such as the Client's Allows the 25.8 to a proper subject to an operation of law, the control of the Client's Allows the 25.8 to a proper subject to an operation of law, the control of the Client's Allows the 25.8 to a proper subject to an operation of the control o

(b) disclose information about the Client, whether collected by Nexus CNC from the Client directly or obtained by Nexus CNC 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.

Where the Client is an individual the authorities under clause 20.3 are authorities or consents for the purposes of the Privacy Act 2020. The Client is all have the right to request (by e-mail) from Nexus CNC. The Client shall have the right to request (by e-mail) from Nexus CNC. CNC and the right to request that Nexus CNC correct any incorrect Personal Information.

Nexus CNC. will destroy Personal Information upon the Client's request (by e-mail) or if it is no longer required unless it is required in

order to fulfill the obligations of this Contract or is required to be maintained and/or stoked in accordance with the law. The Client can make a privacy complaint by contacting Nexus CNC via e-mail. Nexus CNC will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint, and the perent that the Client is not satisfied with the resolution provided, and the contract of the complaint to the Privacy Commissioner at http://www.privacy.org.ncz.

http://www.privacy.org.nz.

Suspension of Works
Where the Control the foliant hereby expressly acknowledges that.

On Vesus CNC has the foliant hereby expressly acknowledges that.

On Vesus CNC has the right to suspend work within five (5) working days of written notice of its intert to do so it a payment claim is served on the Client, and:

On the payment claim is served on the Client, and claim is served on the Client, and:

On the payment claim is served on the Client, and claim is served on the Client, and claims 5.5 and/or any suspendent amendments or new legislation and no payment schedule has been given by the Client, or a payment schedule issued has been given by the Client, or a payment of claim is not paid in till by the due date for its payment or Cloen is not paid in till by the due date for its payment or SCNC by a particular gives.

On the Client must pay a mount to Nexus CNC by a particular gives.

On the Client of the Client

the Client must pay an amount to Nexus CNC by a particular date; and client of the Nexus CNC has given written notice to the Client of its Nexus CNC use perfect of construction over the construction of the Nexus CNC suspends work; if Nexus CNC suspends work; if the Nexus Nexus CNC suspends work; if the Nexus Nexus CNC suspends work in the Nexus Nexus CNC suspends work in the Nexus Nexus

(iii) is entitled to all extension of time to complete the Contract; and (iv) keeps its rights under the Contract including the right, to terminate the entitled, and may at any sme all the terminate the entitled, and may at any sme all the entitled that the entitl

If pursuant to any right conferred by this Contract, Nexus CNC suspends the Works and the default that led to that suspension conflueus un-remedied subject to clause 19.1 for at least ten (10) working days, Nexus CNC shall be entitled to terminate the Contract, in accordance with clause 19.

Service of Notices Any written notice given under this Contract shall be deemed to have

n given and received: by handing the notice to the other party, in person; by leaving it at the address of the other party as stated in this Contract:

Contract:

(c) by sending it by registered post to the address of the other party as stated in this Contract;
(d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission.

(a) if sent by enail located the party is set however enail address. Any is sent by enail located shall be deemed to have been served, unless the contrary is shown at the time when by the ordinary course of post, the notice would have been delivered.

Trusts
If the Client at any time upon or subsequent to entering in to the contract is acting in the capacity of trustee of any tout or as an agent contract is acting in the capacity of trustee of any tout or as an agent of the Trust, the Client overains with Nexus CNC as frillows:

(a) the Contract extends to all nights of indemity which the Client one or subsequently may have against the Trust, the trustees and the Inter third.

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my any acvancement or distinction of capital of the I rust; or (iv) any resettlement of the trust fund or trust property.

Limitations of Liability
Nexus CNC shall have sufficient public liability insurance in place for the duration of the Works. It is the Client's responsibility to ensure the tripy are smallery insured the Works offered by Nexus CNC may include aspects which are of a hazardous nature (including, but not initiated to, Ierrain, weather conditions and mechanical fajlure) and may result in damage or loss to properly and/or senious or talal injury of the control of any persons and from any claim made by the Client's result in damage or loss to any opposity. In general capital control of any persons and from any claim made by the Client's result in the result in the client's result

General
Any dispute or difference arising as to the interpretation of these
terms and conditions or as to any matter arising hereunder, shall be
submitted to, and settled by, either adjudication in accordance with
arbitration in accordance with the Arbitration Act 1999 or its
replacements.
In accordance with the Arbitration Act 1999 or its
replacements by the party to enforce any provision of these terms and
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