

Terms and Conditions of Trade For Cam Deliver Ltd

Cam Deliver Ltd agrees to hire out Equipment to the Hirer and the Hirer agrees to hire the Equipment on the following terms and conditions. The Hirer acknowledges and agrees that the Hire Agreement and any other invoice or document evidencing or describing any Equipment is incorporated into and forms part of these terms and conditions. These terms and conditions are subject to change from time to time. Any changes to these terms and conditions may be supplied to the hirer, published on www.camdeliver.co.nz.

1. Definitions "Equipment" means all equipment supplied by Cam Deliver Ltd to the Hirer, including consumables, accessories, parts and tools supplied to the Hirer. "Hire Agreement" means the document given by Cam Deliver Ltd to the Hirer describing primarily the Equipment and the Hire Charges. "Hire Charge" means the hire charges as agreed between Cam Deliver Ltd and the Hirer subject to clause 2 of these terms and conditions. Equipment is hired out at a daily rate, subject to the Minimum Hire Period. "Cam Deliver" means Cam Deliver Ltd or its agents and employees. "Hire Period" means the period between the time as shown on the Hire Agreement, (which is the time the Equipment leaves Cam Deliver Ltd's premises) until the return of the Equipment to Cam Deliver Ltd's premises during normal trading hours, or following collection by . until the expiry of the Minimum Hire Period, whichever occurs last. "Hirer" means the Hirer or any person acting on behalf of and with the authority of the Hirer hiring Equipment from Core Refrigeration and shall include any person or entity hiring Equipment from Cam Deliver Ltd. "Guarantor" means the person or persons or entity who agrees to be liable for the debts of the Hirer. "Minimum Hire Period" means 24 hours.

2. Hire Charges and Payment

2.1 The Hire Charge shall be as indicated on the Hire Agreement and any other invoices provided by Cam Deliver Ltd to the Hirer in respect of Equipment supplied. 2.2 The Hire Charge includes GST, but excludes delivery costs, fuel, cleaning charges, service charges and all saleable and consumable items which shall be separately charged. A cleaning charge will be applied on all Equipment returned unclean to Cam Deliver Ltd. 2.3 If the Hirer does not have a trade account with Cam Deliver Ltd, the Hirer will be required to provide a bond to Cam Deliver Ltd if required in the amount specified on the Hire Agreement, being a bond refundable upon the return of the Equipment to Cam Deliver Ltd at the expiry of the Hire Period subject however to Cam Deliver Ltd's rights and remedies contained in these terms and conditions. 2.4 Time for payment for the Equipment shall be of the essence. Payment for Equipment hired from Cam Deliver Ltd shall be payable before commencement of the Hire Period. Conditions which prevent satisfactory operation of the Equipment do not relieve the Hirer of its responsibility for Hire Charges. 2.5 Notwithstanding clause 2.4, if the Hirer has a trade account with Cam Deliver Ltd, payment shall be due on the earlier of the 20th of the month following the date of the invoice or completion of the Hire Period for Equipment hired. Cam Deliver Ltd reserves the right to interim bill any Hire Charges at the end of each calendar month, in which case each amount owing is payable in accordance with Cam Deliver Ltd credit terms as well as any balance payable at the end of the Hire Period 2.6 Payment of Hire Charges owing shall be free of any counterclaim, set-off, deduction or any other claim whatsoever. 2.7 Cam Deliver Ltd may charge interest on overdue invoices at a rate of 5% per month. 2.8 Any expenses, disbursements and legal costs incurred by Cam Deliver Ltd in recovering possession of the Equipment and in the enforcement of any rights contained in these terms and conditions shall be paid by the Hirer, including any reasonable solicitor's fees or debt collection agency fees. 2.9 Cam Deliver Ltd may, in its sole discretion require a deposit from the Hirer. The deposit amount will be stipulated at the time the Equipment is ordered and shall become immediately due and payable. Where a deposit is paid by the Hirer to Cam Deliver Ltd, such deposit shall be non-refundable. 2.10 If the Hirer has a trade account with Cam Deliver Ltd, Cam Deliver Ltd is entitled at any time to request additional security from the Hirer and shall be entitled to suspend the supply of Equipment to the Hirer until such security is provided.

3. Hire Period

3.1 Cam Deliver Ltd will charge the Hirer Hire Charges for the Minimum Hire Period irrespective of the length of hire. 3.2 Cam Deliver Ltd may in its absolute discretion decline to hire equipment to the Hirer at any time 3.3 All Equipment is used at the Hirer's risk and risk shall pass to the Hirer upon the commencement of the Hire Period until the end of the Hire Period. . 3.4 Cam Deliver Ltd may at any time and without reason or notice to the Hirer and/or any Guarantor: 3.4.1 Terminate or suspend any Hire Agreement or credit arrangement it has with the Hirer (and recover any Equipment) in which case the amount owing by the Hirer to Cam Deliver Ltd shall be immediately due; and 3.4.2 In Cam Deliver Ltd's sole discretion increase, decrease, suspend or revoke the amount of credit supplied to the Hirer. 3.4.3 Notwithstanding termination of the Hire Period, the Hirer shall be obliged to pay Cam Deliver Ltd a sum equivalent to Hire Charge at the rate specified in the Hire Agreement in respect of any period from the date of termination of the Hire Period until the Equipment is actually returned to Cam Deliver Ltd in a condition fit for hire.

4. Delivery and Collection of Equipment

4.1 Where Cam Deliver Ltd agrees to deliver and collect the Equipment: 4.1.1 The Hirer will pay all delivery charges; 4.1.2 The Hirer authorises Cam Deliver Ltd to bring Cam Deliver Ltd's vehicle onto the Hirer's property (or the property where the Equipment is located) to deliver and/or recover the Equipment at the end of Hire Period. Cam Deliver Ltd shall not be responsible to the Hirer or any third party for any damage that may be caused by Cam Deliver Ltd's vehicle or Cam Deliver Ltd during the delivery or collection of the Equipment; and 4.1.3 Requests for collection must be made by telephone when the Hirer has finished with the Equipment. The Hirer must give Cam Deliver Ltd 3 working days' notice to allow Cam Deliver Ltd to collect and return the Equipment to Cam Deliver Ltd property within Cam Deliver Ltd's normal trading hours. Insufficient notice may incur a penalty equivalent to a half day's hire (or a day and a half hire if notice is given on a weekend).

5. Care of Equipment

5.1 The Hirer acknowledges that the Equipment may not be new stock but all Equipment will be clean and in good working order for normal use at its stated capacity at the commencement of the Hire Period. 5.2 The Hirer must: 5.2.1 Satisfy itself that the Equipment is suitable and in a condition for its purposes. 5.2.2 Ensure that the Equipment is operated: (a) by a suitably qualified operator using sufficient safety equipment (as offered or provided by Cam Deliver Ltd or manufacturer); (b) in a skilful and proper manner, within the instructions provided by Cam Deliver Ltd; (c) only for the purpose and within the capacity for which it was designed; and (d) strictly in accordance with the law and industry best practice. 5.2.3 Be liable for all consumables and the cost of reconditioning damaged equipment. 5.2.4 At the Hirer's expense, clean, maintain, keep and return the Equipment in good and substantial repair and condition, failing which Cam Deliver Ltd may charge the Hirer to reinstate the Equipment to its original condition at the time of commencement of the Hire Period. 5.2.5 Immediately notify Cam Deliver Ltd of any breakdown, damage, destruction, theft or loss of the Equipment and assist Cam Deliver Ltd's enquiries in regards to the same (including filing a Police report). Breakdowns or damage resulting from negligence or misuse shall not in any circumstances shorten the Hire Period. 5.2.6 Be liable for any loss, theft, damage or destruction of any Equipment during the Hire Period. 5.2.7 Safely secure all Equipment loaded in the Hirer's vehicle, and indemnify Cam Deliver Ltd in respect of any injury and/or damage caused by Equipment falling from the Hirer's vehicle or trailer operated by or on behalf of the Customer.

6. Ownership of Equipment and Cam Deliver Ltd's right to repossess Equipment

6.1 Any Equipment supplied by Cam Deliver Ltd to the Hirer shall remain Cam Deliver Ltd's property. 6.2 Whilst the Equipment is in the Hirer's possession, the Hirer shall: 6.2.1 Keep the Equipment insured for full replacement value in Cam Deliver Ltd's name against all risks of every usual description and such other risks as Cam Deliver Ltd may require from time to time; 6.2.2 Not tamper with, damage or repair the Equipment; 6.2.3 Not attempt to sell, assign, mortgage, lend or otherwise deal with or part with the possession or control of the Equipment or any part thereof; 6.2.4 Not alter or make any additions to the Equipment, including, but without limitation, alter make any additions to, deface or erase any identifying mark, plate or number or any part thereof, on or in the Equipment of any other part of the Equipment or in any other manner interfere with the Equipment; and 6.2.5 Permit Cam Deliver Ltd (or Cam Deliver Ltd's agents) at any time without notice to enter all premises at which Cam Deliver Ltd believes on reasonable grounds the Equipment to be stored, to inspect, remove, or repossess the Equipment supplied by Cam Deliver Ltd.

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

7.1 The Hirer grants to Cam Deliver Ltd a security interest in all present and after acquired Equipment and their proceeds. 7.2 On the request of Cam Deliver Ltd the Hirer shall promptly execute any documents and do anything else required by Cam Deliver Ltd to ensure attachment and perfection of the security interest over the Equipment and their proceeds including providing any information Cam Deliver Ltd reasonably requires to complete a financing statement or a financing change statement and enabling Cam Deliver Ltd to secure first priority for its security interest and exercise all its rights in relation to its security interest. 7.3 The Hirer waives any right to receive a copy of a verification statement under the PPSA. 7.4 The Hirer will pay to Cam Deliver Ltd all costs, expenses and other charges incurred, expended or payable by Cam Deliver Ltd in relation to the filing of a financing statement or a financing change statement in connection with these terms and conditions. 7.5 Cam Deliver Ltd and the Hirer agree that nothing in Sections 114(1) (a), 117(1)(c), 133 and 134 of the PPSA shall apply to these terms and conditions. 7.6 Cam Deliver Ltd and the Hirer also agree that the following rights of the Hirer as debtor shall not apply: 7.6.1 To receive a statement of account under Section 116; 7.6.2 To recover surplus under Section 119; 7.6.3 To receive notice of a secured party's proposal to retain collateral under Section 120(2); 7.6.4 Object to a secured party's proposal to retain collateral under Section 121; 7.6.5 Not to have Equipment damaged when a secured party removes an accession under Section 125; 7.6.6 Refuse permission to remove an accession under Section 127; 7.6.7 Receive notice of the removal of an accession under Section 129; 7.6.8 Apply to the Court for an order concerning the removal of an accession under Section 131; 7.6.9 Redeem collateral under Section 132. 7.7 The Hirer acknowledges that it has received a copy of these terms and conditions and that the terms and conditions constitute a security agreement for the purposes of the PPSA.

8. Cancellation

8.1 Cam Deliver Ltd may terminate in accordance with clause 3.4 8.2 Core Refrigeration shall not be liable for any loss or damage whatever arising from such cancellation. 8.3 Once placed, no order may be cancelled by the Hirer except in writing and then only with the prior written consent of Cam Deliver Ltd which Cam Deliver Ltd may withhold at its discretion. 8.4 If the Hirer or any Guarantor: 8.4.1 Breaches any of these terms and conditions; 8.4.2 Becomes bankrupt, insolvent or ceases business, then Cam Deliver Ltd may; 8.4.3 Terminate the Hire Agreement; 8.4.4 Commence proceedings to recover all monies owing by the Hirer; 8.4.5 Recover the Equipment (and the Hirer authorises Cam Deliver Ltd to enter any property where the Equipment is located to remove and repossess any and all Equipment); 8.4.6 Retain any bond provided; and Cam Deliver Ltd shall not be liable to the Hirer for any loss resulting from such termination. 8.5 Any payments due to Cam Deliver Ltd by the Hirer shall become immediately payable to Cam Deliver Ltd upon cancellation of the Hire Agreement.

9. Liability and Indemnity

9.1 To the maximum extent permitted by law, Cam Deliver Ltd shall be under no liability whatsoever to the Hirer for any indirect loss and/ or expense (including loss of profit) suffered by the Hirer arising out of a breach by Cam Deliver Ltd of these terms and conditions (provided that this clause does not affect any rights the Hirer may have under any applicable consumer law legislation). 9.2 The Hirer indemnifies Cam Deliver Ltd in respect of any breach by the Hirer of any of these terms and conditions and for all injury and/or damage caused to persons and property in relation to the Equipment and its operation and use by the Hirer.

10. No Warranties

10.1 Cam Deliver Ltd expressly excludes all warranties and conditions to the fullest extent possible by law as to the state, quality, fitness for purpose of the Equipment and should Cam Deliver Ltd breach any of these terms and conditions, or Cam Deliver Ltd's only liability shall be limited to supplying the Equipment again to the Hirer or otherwise repairing the Equipment, provided that this clause does not affect any rights that the Hirer may have under any applicable consumer law legislation.

11. Hirer Authority

11.1 The Hirer warrants that it has authority to sign these terms and conditions and contract with Cam Deliver Ltd for the hire of the Equipment and indemnifies Cam Deliver Ltd against all losses and costs that may be incurred by Cam Deliver Ltd arising out of the person signing failing to have such authority to do so.

12. Disputes

12.1 Should a dispute arise relating to any of these terms and conditions, the hire or the use of any Equipment (with the exception of any payments due to Cam Deliver Ltd) the parties agree to resolve the dispute between themselves, and in the event of failure to come to some resolution by this means, the parties agree to settle the dispute by mediation with the assistance of the Hire Industry Association of New Zealand Inc. before commencing any litigation proceedings. And if that fails then the parties agree to arbitrate the issue in dispute in accordance with the Arbitration Act 2001.

13. Privacy Act 1993

13.1 The Hirer and any Guarantor authorises Cam Deliver Ltd to collect, retain, disclose to any person and use any information about the Hirer and any Guarantor, for the purpose of assessing the Hirer's or Guarantor's creditworthiness, enforcing any rights under these terms and conditions or marketing the Equipment provided by Cam Deliver Ltd to any other party. The Hirer or Guarantor has the right to access personal information (as defined in the Privacy Act) held by Cam Deliver Ltd and request corrections of any errors in that information.

14. Guarantors

14.1 Any personal guarantee made by any third party shall not exclude the Hirer in any way whatsoever from the liabilities and obligations contained in these terms and conditions. The Guarantor(s) and the Hirer shall be jointly and severally liable under these terms and conditions. 14.2 If the Hirer is a company or trust, the director(s) or trustee(s) signing the Hire Agreement or Application for Trading Account, in consideration for Cam Deliver Ltd agreeing to supply Equipment and grant credit to the Hirer at their request, also sign these terms and conditions in their personal capacity and jointly and severally personally undertake as principal debtors to Cam Deliver Ltd the payment of any and all monies now or hereafter owed by the Hirer to Cam Deliver Ltd and indemnify Cam Deliver Ltd against non-payment by the Hirer. Any personal liability of a signatory to these terms and conditions shall not exclude the Hirer in any way whatsoever from the liabilities and obligations contained in this application. The signatories and the Hirer shall be jointly and severally liable under the terms and conditions of this application and for payment of all sums due by the Hirer to Cam Deliver Ltd.

15. General

15.1 If any of the terms and conditions is held by a Court to be ineffective by virtue of non-registration, illegality or otherwise, then such condition, or part of it, shall be severed from all other conditions without affecting the validity or enforceability of all other conditions or part of them. 15.2 The law of New Zealand shall govern all contracts and the Hirer submits to the exclusive jurisdiction of the New Zealand courts. 15.3 Cam Deliver Ltd may license or sub-contract all or any part of its rights and obligations without the Hirer's consent. 15.4 Cam Deliver Ltd is entitled at any time to assign to any other person all or part of the debt owing by the Hirer to Cam Deliver Ltd without the prior consent of the Hirer. 15.5 Cam Deliver Ltd shall not be liable for delay or failure to perform Cam Deliver Ltd's obligations under these terms and conditions if the cause of the delay or failure is beyond its control.