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- The Internet Protocol (IP) address of the domain from which you access the Internet whether yours individually or provided as a proxy by your Internet Service Provider (ISP)
- The date and time you access our site
- The pages you peruse (recorded by the text and graphics files that compose that page)
- The Internet address of the website from which you linked directly to our site and information about the browser and computer operating system you are using.
- We use the summary statistics to help us make our site more useful to visitors, such as assessing what information is of most and least interest to visitors, and for other purposes such as determining the site’s technical design specifications and identifying system performance or problem areas.
- This information is NOT shared with anyone beyond the support staff to this site, except when required by Law Enforcement investigation and is used only as a source of anonymous statistical information.

## **Terms and Conditions of Trade:**

1. Definitions 1.1 “Kiwi Alarms” means Kiwi Alarms 2000 Limited, its successors and assigns or any person acting on behalf of and with the authority of Kiwi Alarms 2000 Limited. 1.2 “Client” means the person/s buying the Goods 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 Kiwi Alarms 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 “Price” means the Price payable for the Goods as agreed between Kiwi Alarms and the Client in accordance with clause 5 below.

2. Acceptance 2.1 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. 2.2 These terms and conditions may only be amended with Kiwi Alarms consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Kiwi Alarms. 2.3 In the event that Kiwi Alarms is requested to uninstall and/or dispose of any existing security equipment, the Client warrants that no security is held over such equipment by any third party, and that the Client has the authority to request the disposal of said equipment. 2.4 The Client shall ensure that all access codes, swipe cards, passwords, radio keys and other security devices are kept secure, and provided only to those persons who reasonably require access to the alarmed premises. 2.5 The Client accepts that where Kiwi Alarms is to install or relocate systems or cameras, unless Kiwi Alarms is also supplying the Goods required, no warranty shall apply to the Services provided by Kiwi Alarms. 2.6 The Client shall give permission that where Kiwi Alarms services, installs or monitors systems, that Kiwi Alarms may affix a supplier information sticker to the outside of the premises in a prominent location. 2.7 The Client acknowledges and understands that (in addition to Clause 5.2) callouts during standard business hours: (a) shall incur Kiwi Alarms callout rate of Sixty Five Dollars (\$65) plus GST for local calls within a 30km radius; or (b) to premises outside the Auckland 30km radius area shall incur Kiwi Alarms callout rate of Sixty Five Dollars (\$65) plus GST plus travel costs of one dollar (\$1) per kilometer in excess of the 30km allowance; or (c) where callouts occur outside standard business hours, the above mentioned applicable rates will be charged at double the amount.
3. Authorised Representatives 3.1 Unless otherwise limited as per clause 3.2 the Client agrees that should the Client introduce any third party to Kiwi Alarms as the Client's duly authorised representative, that once introduced that person shall have the full authority of the Client to order any Goods or Services on the Client's behalf and/or to request any variation to the works on the Client's behalf (such authority to continue until all requested works have been completed or the Client otherwise notifies Kiwi Alarms in writing that said person is no longer the Client's duly authorised representative). 3.2 In the event that the Client's duly authorised representative as per clause 3.1 is to have only limited authority to act on the Client's behalf then the Client must specifically and clearly advise Kiwi Alarms in writing of the parameters of the limited authority granted to their representative. 3.3 The Client specifically acknowledges and accepts that they will be solely liable to Kiwi Alarms for all additional costs incurred by Kiwi Alarms (including Kiwi Alarms profit margin) in providing any works, Goods, Services or variation/s requested by the Client's duly authorised representative (subject always to the limitations imposed under clause 3.2 (if any)).
4. Change in Control 4.1 The Client shall give Kiwi Alarms 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 fax number/s, or business practice). The Client shall be liable for any loss incurred by Kiwi Alarms as a result of the Client's failure to comply with this clause.
5. Price and Payment 5.1 At Kiwi Alarms sole discretion the Price shall be either: (a) as indicated on any invoice provided by Kiwi Alarms to the Client; or (b) the Price as at the date of delivery of the Goods according to Kiwi Alarms current price list; or (c) Kiwi Alarms quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days. 5.2 Kiwi Alarms

reserves the right to change the Price: (a) if a variation to the Goods which are to be supplied is requested; or (b) if a variation to the Services originally scheduled (including any applicable plans or specifications) is requested; or (c) where additional Services are required due to the discovery of hidden or unidentifiable difficulties (including, but not limited to, poor weather conditions, limitations to accessing the site, safety considerations, prerequisite work by any third party not being completed, change of design, hidden pipes and wiring in walls etc) which are only discovered on commencement of the Services; or (d) in the event of increases to Kiwi Alarms in the cost of labour or materials which are beyond Kiwi Alarms control. 5.3 At Kiwi Alarms sole discretion a deposit may be required. 5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Client on the date/s determined by Kiwi Alarms, which may be: (a) on delivery of the Goods; (b) by way of instalments/progress payments in accordance with Kiwi Alarms payment schedule; (c) for certain approved Clients, due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices; (d) the date specified on any invoice or other form as being the date for payment; or (e) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Client by Kiwi Alarms. 5.5 Payment may be made by cheque, bank cheque, electronic/on-line banking, or by any other method as agreed to between the Client and Kiwi Alarms. 5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Kiwi Alarms an amount equal to any GST Kiwi Alarms must pay for any supply by Kiwi Alarms under this or any other agreement for the sale of the Goods. 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 6.1 Subject to clause 6.2 it is Kiwi Alarms responsibility to ensure that the Services start as soon as it is reasonably possible. 6.2 The Services commencement date will be put back and the completion date extended by whatever time is reasonable in the event that Kiwi Alarms claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond Kiwi Alarms control, including but not limited to any failure by the Client to: (a) make a selection; or (b) have the site ready for the Services; or (c) notify Kiwi Alarms that the site is ready. 6.3 At Kiwi Alarms sole discretion the cost of delivery is either included in the Price or is in addition to the Price. 6.4 The Client must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then Kiwi Alarms shall be entitled to charge a reasonable fee for redelivery and/or storage. 6.5 Kiwi Alarms may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions. 6.6 The Client shall take delivery of the Goods tendered notwithstanding that the quantity so delivered shall be either greater or lesser than the quantity purchased provided that: (a) such discrepancy in quantity shall not exceed five percent (5%); and (b) the Price shall be adjusted pro rata to the discrepancy. 6.7 Any time or date given by Kiwi Alarms to the Client is an estimate only. The Client must still accept delivery of the Goods even if late and Kiwi Alarms will not be liable for any loss or damage incurred by the Client as a result of the delivery being late.
7. Risk 7.1 If Kiwi Alarms retains ownership of the Goods under clause 10 then: (a) where Kiwi Alarms is supplying Goods only, all risk for the Goods shall immediately

pass to the Client on delivery and the Client must insure the Goods on or before delivery. Delivery of the Goods shall be deemed to have taken place immediately at the time that the Goods are delivered by Kiwi Alarms or its nominated carrier to the Client's nominated delivery address (even if the Client is not present at the address).

(b) Where Kiwi Alarms is to both supply and install Goods then Kiwi Alarms shall maintain a contract works insurance policy until the Services are completed. Upon completion of the Services all risk for the Services shall immediately pass to the Client.

7.2 If the Client requests Kiwi Alarms to leave Goods outside Kiwi Alarms premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.

7.3 The Client warrants that any structures to which the Goods are to be affixed are able to withstand the installation of the Goods and that any electrical connections (including, but not limited to, meter boxes, main switches, circuit breakers, and electrical cable) are of suitable capacity to handle the Goods once installed. If for any reason (including the discovery of asbestos, defective or unsafe wiring or dangerous access to roofing) that Kiwi Alarms, its employees or Kiwi Alarms reasonably form the opinion that the Client's premises is not safe for the installation of Goods to proceed then Kiwi Alarms shall be entitled to delay installation of the Goods (in accordance with the provisions of clause 6.2 above) until Kiwi Alarms is satisfied that it is safe for the installation to proceed.

7.4 In the event that Kiwi Alarms discovers asbestos/hazardous materials whilst undertaking any Services Kiwi Alarms shall immediately advise the Client of the same and shall be entitled to suspend the Services pending a risk assessment in relation to those materials. The Client shall be liable for all additional costs (howsoever arising) incurred by Kiwi Alarms as a result of the discovery of asbestos/hazardous materials and/or any suspension of Services in relation thereto.

7.5 The Client acknowledges that Kiwi Alarms is only responsible for parts that are replaced by Kiwi Alarms and that in the event that other parts/Goods, subsequently fail, the Client agrees to indemnify Kiwi Alarms against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising.

7.6 Where the Client has supplied materials for Kiwi Alarms to complete the Services, the Client acknowledges that he accepts responsibility for the suitability of purpose, quality and any faults inherent in the materials. Kiwi Alarms shall not be responsible for any defects in the Services, any loss or damage to the Goods (or any part thereof), howsoever arising from the use of materials supplied by the Client.

7.7 The Client accepts that electronic security systems, smoke, heat and like detectors installed to / at their premises: (a) are for monitoring and detection purposes and should not be seen as a life saving device; and (b) does not guarantee the site will be free from malicious damage or losses caused by attack, break and/or enter.

7.8 It shall be the Client's responsibility: (a) to ensure the security system equipment is tested and maintained to full operational condition; and (b) for all phone calls emanating from the security system panel; and (c) to ensure all electronically protected areas are free from obstacles which may impair the operation of the system.

8. Access 8.1 The Client shall ensure that Kiwi Alarms has clear and free access to the work site at all times to enable them to undertake the Services. Kiwi Alarms shall not be liable for any loss or damage to the site (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas) unless due to the negligence of Kiwi Alarms.
9. Accuracy of Client's Plans and Measurements 9.1 Kiwi Alarms shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client. The Client acknowledges and agrees that in the event that any of this

information provided by the Client is inaccurate, Kiwi Alarms accepts no responsibility for any loss, damages, or costs however resulting from these inaccurate plans, specifications or other information.

10. Title 10.1 Kiwi Alarms and the Client agree that ownership of the Goods shall not pass until: (a) the Client has paid Kiwi Alarms all amounts owing to Kiwi Alarms; and (b) the Client has met all of its other obligations to Kiwi Alarms. 10.2 Receipt by Kiwi Alarms 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. 10.3 It is further agreed that: (a) until ownership of the Goods passes to the Client in accordance with clause 10.1 that the Client is only a bailee of the Goods and must return the Goods to Kiwi Alarms on request. (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Kiwi Alarms and must pay to Kiwi Alarms the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed. (c) 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 Kiwi Alarms and must pay or deliver the proceeds to Kiwi Alarms on demand. (d) 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 Kiwi Alarms and must sell, dispose of or return the resulting product to Kiwi Alarms as it so directs. (e) The Client irrevocably authorises Kiwi Alarms to enter any premises where Kiwi Alarms believes the Goods are kept and recover possession of the Goods. (f) Kiwi Alarms may recover possession of any Goods in transit whether or not delivery has occurred. (g) The Client shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of Kiwi Alarms. (h) Kiwi Alarms may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.
11. Personal Property Securities Act 1999 ("PPSA") 11.1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that: (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and (b) a security interest is taken in all Goods previously supplied by Kiwi Alarms to the Client (if any) and all Goods that will be supplied in the future by Kiwi Alarms to the Client. 11.2 The Client undertakes to: (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which Kiwi Alarms may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register; (b) indemnify, and upon demand reimburse, Kiwi Alarms for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby; (c) not register a financing change statement or a change demand without the prior written consent of Kiwi Alarms; and (d) immediately advise Kiwi Alarms of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales. 11.3 Kiwi Alarms and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions. 11.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA. 11.5 Unless otherwise agreed to in writing by Kiwi Alarms, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA. 11.6 The Client shall unconditionally ratify any actions taken by Kiwi Alarms under clauses 11.1 to 11.5.

12. Security and Charge 12.1 In consideration of Kiwi Alarms agreeing to supply the Goods, 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). 12.2 The Client indemnifies Kiwi Alarms from and against all Kiwi Alarms costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Kiwi Alarms rights under this clause. 12.3 The Client irrevocably appoints Kiwi Alarms and each director of Kiwi Alarms as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Client's behalf.
13. Client's Disclaimer 13.1 The Client hereby disclaims any right to rescind, or cancel any contract with Kiwi Alarms or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by Kiwi Alarms and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.
14. Defects 14.1 The Client shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify Kiwi Alarms of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Kiwi Alarms an opportunity to inspect the Goods within a reasonable time following delivery if the Client believes the Goods are defective in any way. If the Client shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which Kiwi Alarms has agreed in writing that the Client is entitled to reject, Kiwi Alarms liability is limited to either (at Kiwi Alarms discretion) replacing the Goods or repairing the Goods.
15. Returns 15.1 Returns will only be accepted provided that: (a) the Client has complied with the provisions of clause 14.1; and (b) Kiwi Alarms has agreed in writing to accept the return of the Goods; and (c) the Goods are returned at the Client's cost within three (3) days of the delivery date; and (d) Kiwi Alarms will not be liable for Goods which have not been stored or used in a proper manner; and (e) 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. 15.2 Kiwi Alarms may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of twenty-five percent (25%) of the value of the returned Goods plus any freight provided the Goods have not been installed. 15.3 Non-stock list items, installed or modified Goods or Goods made to the Client's specifications are under no circumstances acceptable for credit or return.
16. Warranty 16.1 For Goods not manufactured by Kiwi Alarms, the warranty shall be the current warranty provided by the manufacturer of the Goods. Kiwi Alarms 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. 16.2 The conditions applicable to the warranty given on Goods supplied by Kiwi Alarms are contained on the "Warranty Card" that will be supplied with the Goods. 16.3 In the case of second hand Goods, the Client acknowledges that he has had full opportunity to inspect the same and that he accepts the same with all faults and that no warranty is given by Kiwi Alarms as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. Kiwi Alarms shall not be responsible for

any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.

17. Consumer Guarantees Act 1993 17.1 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 do not apply to the supply of Goods by Kiwi Alarms to the Client.
18. Intellectual Property 18.1 Where Kiwi Alarms has designed, drawn or developed Goods for the Client, then the copyright in any designs and drawings and documents shall remain the property of Kiwi Alarms 18.2 The Client warrants that all designs, specifications or instructions given to Kiwi Alarms will not cause Kiwi Alarms to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Kiwi Alarms against any action taken by a third party against Kiwi Alarms in respect of any such infringement. 18.3 The Client agrees that Kiwi Alarms may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Kiwi Alarms has created for the Client.
19. Default and Consequences of Default 19.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at Kiwi Alarms sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment. 19.2 If the Client owes Kiwi Alarms any money the Client shall indemnify Kiwi Alarms from and against all costs and disbursements incurred by Kiwi Alarms in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Kiwi Alarms collection agency costs, and bank dishonour fees). 19.3 Without prejudice to any other remedies Kiwi Alarms may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Kiwi Alarms may suspend or terminate the supply of Goods or Services to the Client (including, but not limited to, remotely disabling the system). Kiwi Alarms will not be liable to the Client for any loss or damage the Client suffers because Kiwi Alarms has exercised its rights under this clause. 19.4 Without prejudice to Kiwi Alarms other remedies at law Kiwi Alarms shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Kiwi Alarms shall, whether or not due for payment, become immediately payable if: (a) any money payable to Kiwi Alarms becomes overdue, or in Kiwi Alarms opinion the Client will be unable to make a payment when it falls due; (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.
20. Cancellation 20.1 Kiwi Alarms may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Client. On giving such notice Kiwi Alarms shall repay to the Client any money paid by the Client for the Goods. Kiwi Alarms shall not be liable for any loss or damage whatsoever arising from such cancellation. 20.2 In the event that the Client cancels delivery of Goods the Client shall be liable for any and all loss incurred (whether direct or indirect) by Kiwi Alarms as a direct result of the cancellation (including, but not limited to, any loss of profits). 20.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stock

list items, will definitely not be accepted once production has commenced, or an order has been placed.

21. Privacy Act 1993 21.1 The Client authorises Kiwi Alarms or Kiwi Alarms agent to:  
(a) access, collect, retain and use any information about the Client; (i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or (ii) for the purpose of marketing products and services to the Client. (b) disclose information about the Client, whether collected by Kiwi Alarms from the Client directly or obtained by Kiwi Alarms 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. 21.2 Where the Client is an individual the authorities under clause 21.1 are authorities or consents for the purposes of the Privacy Act 1993. 21.3 The Client shall have the right to request Kiwi Alarms for a copy of the information about the Client retained by Kiwi Alarms and the right to request Kiwi Alarms to correct any incorrect information about the Client held by Kiwi Alarms.
22. Unpaid Seller's Rights 22.1 Where the Client has left any item with Alarm Tek for repair, modification, exchange or for Kiwi Alarms to perform any other service in relation to the item and Kiwi Alarms has not received or been tendered the whole of any monies owing to it by the Client, Kiwi Alarms shall have, until all monies owing to Kiwi Alarms are paid: (a) a lien on the item; and (b) 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. 22.2 The lien of Kiwi Alarms shall continue despite the commencement of proceedings, or judgment for any monies owing to Kiwi Alarms having been obtained against the Client.
23. Dispute Resolution 23.1 All disputes and differences between the Client and Kiwi Alarms touching and concerning this agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.
24. Compliance with Laws 24.1 The Client and Kiwi Alarms shall comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services. 24.2 The Client shall obtain (at the expense of the Client) all licenses and approvals that may be required for the Services. 24.3 The Client agrees that the site will comply with any occupational health and safety laws relating to building/construction sites and any other relevant safety standards or legislation.
25. Construction Contracts Act 2002 25.1 The Client hereby expressly acknowledges that: (a) Kiwi Alarms has the right to suspend work within five (5) working days of written notice of its intent to do so if a payment claim is served on the Client, and: (i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Client; or (ii) a scheduled amount stated in a payment schedule issued by the Client in relation to the payment claim is not paid in full by the due date for its payment; or (iii) the Client has not complied with an adjudicator's notice that the Client must pay an amount to Kiwi Alarms by a particular date; and (iv) Kiwi Alarms has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract. (b) if Kiwi Alarms suspends work, it: (i) is not in breach of contract; and (ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Client or by any person claiming through the Client; and (iii) is entitled to an extension of time to complete



the contract; and (iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid or an adjudicator's determination has not been complied with. (c) if Kiwi Alarms exercises the right to suspend work, the exercise of that right does not: (i) affect any rights that would otherwise have been available to Kiwi Alarms under the Contractual Remedies Act 1979; or (ii) enable the Client to exercise any rights that may otherwise have been available to the Client under that Act as a direct consequence of Kiwi Alarms suspending work under this provision.

26. General 26.1 The failure by Kiwi Alarms to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Kiwi Alarms 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. 26.2 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 Auckland in New Zealand. 26.3 Kiwi Alarms 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 Kiwi Alarms of these terms and conditions (alternatively Kiwi Alarms liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods). 26.4 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 Kiwi Alarms nor to withhold payment of any invoice because part of that invoice is in dispute. 26.5 Kiwi Alarms may license or sub-contract all or any part of its rights and obligations without the Client's consent. 26.6 The Client agrees that Kiwi Alarms may amend these terms and conditions at any time. If Kiwi Alarms makes a change to these terms and conditions, then that change will take effect from the date on which Kiwi Alarms notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Kiwi Alarms to provide Goods to the Client. 26.7 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. 26.8 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.