1 Interpretation and Definitions
“Welman”, “We”, “Our” or “Us” means Welman Technologies Limited or any member of the group of companies operating under the same name, whether in New Zealand or any other country. “Customer” or “You” means any person or entity who agrees to purchase any goods and/or services from us or any contractor acting on behalf of The Customer. “Event of Default” means an event where any of the following apply:
• An act of bankruptcy is committed; or
• A composition or arrangement is entered into with creditors; or In the case of a company:
• An action is taken which would result in you becoming liable to be put into liquidation; or
• A resolution is passed or an application is made for liquidation; or
• A receiver or statutory manager is appointed over all or any of your assets. “Force Majeure” means an event, except an act of war, specified in the terms and conditions of business being read, the date of the agreement has been made, the mediator has agreed to provide mediation services and the parties are in agreement.

2 Introduction
The parties to this agreement are Welman and The Customer. These terms and conditions apply to any and all agreements or contracts between the parties. Any other agreement or contract entered into between the parties shall not be modified by any contractual terms or conditions that may be contained in any agreement or contract. The Customer may, at any time, give written notice of their intention to terminate this agreement and all other agreements or contracts under the terms of clause 9.

3 Governing Law
All agreements and contracts are governed by and construed in accordance with the laws of New Zealand.

4 Severance
If any provision of any agreement or contract is held to be illegal, invalid, or unenforceable, it will be severable, will be deemed to be deleted and will not affect the validity or enforceability of other provisions contained therein.

5 Successor in Interest
A successor in interest by merger, by operation of law, assignment, purchase or otherwise of the entire business of either party, shall acquire all interest of such party.

6 Dispute Resolution
6.1 If a dispute arises between the parties in relation to any matter arising out of any agreement or contract between the parties, such dispute shall be referred to arbitration in accordance with the rules of the Arbitration Institute of New Zealand. The arbitration award shall be final and binding on the parties.

7 Confidentiality
7.1 Neither party shall use, disclose, reproduce or otherwise make available, sensitive or proprietary information which comes into their possession that relates to the business of the other party.

8 Good faith
Both parties will act in good faith in the performance of their respective obligations under any agreement or contract between them, and will do all things reasonably necessary to give effect to such agreements or contracts.

9 Termination or Breach
9.1 Either party may terminate any agreement or contract by giving the other party written notice of their intention to terminate the agreement or contract.

10 Force Majeure
10.1 If either party is unable to perform its obligations under any agreement or contract, the party aggrieved by the inability to perform may suspend the performance of its obligations for the period of such inability. If the inability to perform continues for a period of 30 days, the aggrieved party may terminate the agreement or contract by giving the other party written notice of their intention to do so.

11 Limitation of Liability
Except where specifically noted to the contrary in any agreement, under no circumstances shall either party be liable for any special, indirect or consequential loss or damage, or for any loss of profits, business or anticipated savings or for any indirect or consequential loss whatsoever that may be incurred.

12 Use of Information
We may obtain information about you or your directors or owners from you or any other person for the purposes of our business relationship with you.

13 Copyright and Software Licenses
13.1 We (or our licensors) shall retain ownership of copyright in all software, documents and information supplied to you. You agree to fully indemnify us from any liability arising from your use of such materials.

14 General
14.1 You will refrain from employing or seeking to employ any of our staff in any business in which you or your owners or controllers have a direct or indirect interest.

15 Your Account with Us
Where we have granted you a credit facility you agree that:
15.1 You will pay all charges or fees for any product or service provided to you.
15.2 You will not make use of our security access information or our other security information to avoid paying charges or fees.
15.3 If at any time any of your accounts is in arrears, you agree to settle any such account in full or be required to pay an administration fee.

16 Right to refuse service
We reserve the right to refuse to perform any service or to refuse to provide any product or service to you for any reason.

17 Notice
Any notice required under these terms and conditions of business shall be in writing and shall be delivered by first class post or by e-mail to the last known address or e-mail address of the addressee.

18 Governing Law and Jurisdiction
These terms and conditions of business shall be governed by and construed in accordance with the laws of New Zealand. Any dispute arising out of or in connection with these terms and conditions of business shall be submitted to the exclusive jurisdiction of the courts of New Zealand.