

Rally Notes New Zealand Limited TERMS AND CONDITIONS OF SALE

All present and after acquired services ("Services") and / or products ("Goods") supplied by Rally Notes New Zealand Limited ("the Company") are supplied to the PERSON, PARTNERSHIP OR COMPANY ("the Customer") for sale on the following terms and conditions:

1. Terms of Contract between Company and Customer

- 1.1 These terms of contract between the Company and Customer shall apply to all orders accepted by the Company or quotations approved by the Customer and that these terms and conditions shall prevail and take precedence over any written document or oral message from the Customer and in the case of conflict or dispute between the parties these terms and conditions shall prevail. Where the Company fails to enforce any of the terms and conditions of this contract or fails in any way to exercise its rights under this contract the Company will not be deemed to have waived these rights with respect to any term or condition or right.

2. Quotations and Price

- 2.1 All prices unless expressly stated otherwise are exclusive of Goods and Service Tax and other taxes and duties assessed or levied in connection with the supply of the goods to the Customer are not included in the price and shall be payable by the Customer.
- 2.2 The Company may cancel any order without liability if it considers the order uneconomic or impractical to fulfil.

3. Delivery of Goods

- 3.1 Purchases are for a Service – the production of Stage Notes. Delivery of the Goods (finished printed Stage Notes) to the care and control of the Customer at the site designated by the Company, or by electronic means, shall constitute delivery, and is optional by agreement. The Company will make every effort to ensure that Goods are supplied on time, but will not be responsible for any loss to the Customer arising in any way from delays in delivery.

4. Payment

- 4.1 Payment is to be made in cash or bank deposit or by electronic means before delivery of the Service and / or Goods unless the Company has agreed in writing by both parties to other credit terms in which case payment shall be by the 20th of the month following the date of invoice or date of quotation or by other payment terms declared in the quotation and final payment is to be made in full without deduction or setoff according to the terms set out in the quotation or confirmation of order.
- 4.2 The Customer shall agree that the Company has sole discretion to apply payments from the Customer to any transaction or Company invoice notwithstanding that the Customer may have applied the payment to a particular transaction or invoice.
- 4.3 If payment is not made in full by the due date, the Company is entitled to either refuse to supply the Service and / or Goods and / or charge the Customer interest on the unpaid overdue balance at the rate of 15% per annum above the current rate charged by the Company's bank calculated from the due date of payment down to the actual date of payment, and the Company may at its option suspend the sale and secure the Goods in its possession regardless of the term of this contract until the overdue amounts are paid in full.
- 4.4 If at any time the Company reasonably deems the credit of the Customer to be unsatisfactory, it may require the Customer to provide security for payment and/or the Company may suspend performance of any of its obligations under this contract until security is provided to the Company's satisfaction and the Company may require the Customer to pay all costs incurred as a result of suspension and re-commencement of supply including debt collection and legal costs.

5. Risk, Conditions for the use Goods, Company Ownership and Title

- 5.1 Risk of any loss, damage or deterioration of or to the Goods shall be borne by the Customer from the time of delivery of the Goods into the Customer's care and control.

6. Variations

Any variations regarding price or supply to that agreed in the quotation or order that may be agreed between the parties during the period of supply shall be in writing and take precedence over that part of the quotation or order so affected.

7. Warranty and Guarantees

- 7.1 The Company shall not be liable for any loss of profits or any consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the Customer or any other person arising directly or indirectly from any breach of any of the Company's obligations arising under or in connection with the contract including delays in the delivery of Goods or from any cancellation of the contract.
- 7.2 The Company shall not be liable for any breach or failure to perform any of its obligations under this contract where such breach or failure is caused by war, bad weather, adverse environmental conditions, civil commotion, hostilities, strike or lock out, act of God, fire, governmental regulations or directions, or reasons force majeure caused beyond the

Company's reasonable control. The occurrence of such an event shall not give the Customer a right of cancellation of any contract.

- 7.3 Notwithstanding anything herein before contained elsewhere in the contract, the liability of the Company whether in contract or pursuant to any cancellation of the contract in respect of all claims for loss, damage or injury arising from breach of any of the Company's obligations or from any cancellation of this contract or from any negligence, misrepresentation or other act or omission on the part of the Company, its servants, agents or contractors, shall be linked at the Company's option to repair by a method at the discretion of the Company or replacement or the price of the Goods.

8. Disclaimer

Stage Notes from Jemba AB/Arne Johansson, and supplied by The Company are intended to give a description of the stage roads. They do not suggest the speed at which to drive the road. Competitors must realise that most of the information contained in the Stage Notes is a subjective matter, which cannot fully take into account the capabilities of the individual cars, the competitors, or the prevailing conditions at the time of competition. The responsibility rests with the competitors to drive safely within their capabilities at all times. While every effort is taken with the preparation and production of Stage Notes, no responsibility can be accepted for their accuracy. Any party involved in the design of the Stage Notes disclaim any and all liability for any incidents alleged to have resulted from or to be connected in any matter to the use of the supplied Stage Notes.

Stage Notes must not be duplicated. Beyond the Company, and the Customer, no third party can get access to the notes.

By using the Stage Notes it is accepted that these conditions are understood and accepted by both driver and codriver.

9. Claims for Damaged or Defective Goods.

- 9.1 The Company will not accept any claim by the Customer for any reasons where the Customer may be prejudiced by the defect or failure of the Goods including economic loss, consequential loss or any other form of loss whatsoever and this guarantee will **not** apply, where:

- (a) the Goods have not been paid in full and according to the terms of payment.
- (b) the defect is due to or resulting from damage or misuse.
- (c) the defect or failure is caused by the Customer or a third party on behalf of the Customer attempting altering the goods.
- (d) the Customer or any third party altering the Goods in any way different to the condition in which they were supplied.
- (e) the defect or failure is due to environmental conditions of the Customer's site causing deterioration.

- 9.2 If the Customer does not comply with the above requirements, the Customer will be deemed to have accepted the Goods and the Company will not incur any liability whatsoever in relation to the Goods.

- 9.3 Any claim by the Customer for damaged Goods will be remedied by the Company providing replacement Goods.

10. Consumer Guarantees Act 1993

- 10.1 It is acknowledged that where the acquisition of Goods by the Customer from the Company is deemed to be for the business purposes of a business, these terms shall have the effect of contracting out of the provisions of the Consumer Guarantees Act 1993 to the extent permitted by that Act and all provisions of these terms shall be read as modified to the extent necessary to give effect to that intention.

11. Dispute and Arbitration

In the event of any dispute between the Company and the Customer arising out of this contract, the Customer shall agree to pay the undisputed part of the outstanding monies owed and such dispute shall be referred to a Mediator to be agreed between the parties and the costs shall be equally shared and upon failure to agree to the outcomes of mediation the dispute shall be referred to an Arbitrator and arbitration conducted in accordance with the Arbitration Act 1996 and any amendments thereof.

12. Privacy Act

The Customer authorises any person or company to provide the Company with such information as the Company may require in response to the Company's credit enquiries. The Customer further authorises the Company to furnish to any third party details of this application and any subsequent dealings that the Customer may have with the Company as a result of this application being actioned by the Company.

13. Severability

Each clause in these terms and conditions is severable and if any clause is held to be illegal or unenforceable then the remaining clauses will remain in full force and effect.

14. Governing Law

These terms and conditions shall be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand courts shall be exclusive jurisdiction over any dispute in relation to these Terms and Conditions.

15. Indemnity

The Customer will indemnify the Company against all costs (including solicitor client costs) expenses, damages, losses or claims arising in any way where the Customer has failed to comply with any of these terms and conditions or any statutory obligations.

16. Force Majeure

Neither party shall be held responsible for any damages caused by any delay or default due to any contingency beyond its reasonable control preventing or interfering with performance hereunder including, but not limited, to war, embargoes, export, act of terrorism, shipping or remittance restrictions strike, lockout, accident, fire, delay caused by carriers, floods or governmental seizure, control, rationing or change in legislation of any jurisdiction.