

1. APPLICATION OF THESE TERMS AND CONDITIONS

- 1.1 These terms and conditions ("**Conditions**") apply to all products ("**Products**") supplied by Novii Limited ("**Novii**" or "**Us**") to you, our customer ("**You**") under a "Contract" (as defined in clause 3.4 below). If the terms and conditions of the Contract (including the Conditions) contradict, or are otherwise inconsistent with, any other terms and/or conditions, whether in any document, notice, or item of communication or otherwise, including, without limitation, any that are set out in any Live Quote or other document related in any way to Our supply to You of Products, the terms and conditions of the Contract will control and prevail.
- 1.2 In the event of any conflict between any of the following, then the following order of precedence will apply:
- (a) A Contract;
 - (b) A Contract Confirmation;
 - (c) A Live Quote;
 - (d) An Invoice;
 - (e) These Conditions;
 - (f) Any other document, notice, or item of communication.

2. DEFINITIONS

- 2.1 Defined terms are capitalised and carry the meanings set out in the body of these Conditions or in clause 22.9.

3. HOW WE FORM A CONTRACT WITH YOU

Your Requests

- 3.1 From time to time, You will ask Us to: sell you a/some Product(s); or give You a quote for doing so (a "**Request**"). Regardless of how you make your Request (whether by way of a Live Quote or otherwise), we will treat it as follows.

Our Quotes are binding offers - but may be time-limited

- 3.2 After receiving Your Request, We will advise You whether We can supply You with that/those Product(s) and:
- (a) if We can, but We need to clarify something with You, then We will raise that and any other issues that may exist;
and/or
 - (b) if We can, and don't need to clarify anything (or once We have clarified any issues with You), We will then provide You with our quote setting out:
 - (i) the quantity and type(s) of Product(s) that We can supply;
 - (ii) likely delivery/pick up time;
 - (iii) price payable; and
 - (iv) any other key terms and conditions,
(a "**Quote**").
- 3.3 A Quote:
- (a) is Our binding offer to sell You the Product(s) on the terms and conditions set out in the Quote, which include and incorporate these Conditions;
 - (b) may expire ("**Expire**") – in other words, may only be open for acceptance for a short time. Please refer to the Quote for details; and

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- (c) can, at our sole discretion, be withdrawn or varied by Us at any time prior to a "Contract" (as defined in clause 3.4 below) being formed. On sending you Our notice of withdrawal or variation:
 - (i) such Quote will immediately terminate ("**Terminated**") and have no further validity; and
 - (ii) if a Quote has Terminated because it has been varied, then the Quote as varied ("**New Quote**") will become our new binding offer capable of acceptance.

A subsequent order will create a Contract

- 3.4 If You subsequently provide Us with Your order for the Products set out in the last Quote we sent to you (including, if it is a New Quote and provided it has not Expired Quote ("**Live Quote**")), then Our receipt of Your order will:
- (a) be treated as Your binding acceptance of Our offer; and/or
 - (b) mean that a binding contract was formed at the time of our receipt, on the terms and conditions set out in such Live Quote ("**Contract**").
- 3.5 Following receipt of such order, we will provide you with a notice confirming the Contract ("**Contract Confirmation**"). We will not commence any work to meet, fulfil or deliver on a Request until a Contract has been formed and we have sent you a Contract Confirmation.

4. Quotation and Forecasts

- 4.1 If You have provided Novii with a forecast of future requirements, Novii will be entitled to rely on the accuracy of such forecast(s) for the purpose of ordering Products and materials from Our suppliers and arranging resources so as to be able to meet those forecast requirements. In the event that any such forecast is materially inaccurate Novii shall be entitled to invoice You for any loss, liability, damage, expense or cost whatsoever (including (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity, and damage to equipment or property ("**Loss**") which Novii suffers from having relied on the inaccurate forecast. Such invoice will be subject to the normal terms of payment.
- 4.2 You will pay Novii for any Product produced or obtained by Novii in accordance with the forecast and which have not become the subject of a Contract within 2 months afterwards.

5. TERMS OF PAYMENT

- 5.1 Terms of payment are cash within 7 days of invoice unless credit or the use of credit card has been separately approved by Novii in writing. If credit is satisfactorily established, terms are strictly net 20 days from the end of the month during which the invoice was issued, unless otherwise agreed to by Novii in writing. Any credit limit determined by Novii, in its sole discretion, and as varied from time to time by Novii, shall apply to all purchases of Products from Novii by You.

6. DELIVERY RISK AND INSURANCE

- 6.1 While Novii will use all reasonable endeavours to deliver by the date (if any) specified in the Live Quote, it does not guarantee delivery on that date and is not liable for any Loss resulting from late or early delivery. Delivery of the Products to You shall be deemed effective when the Products are:
- (a) unloaded from Novii's delivery vehicle at the address specified on the Live Quote; or
 - (b) placed on Your or Your agent's nominated carrier.
- 6.2 Risk in the Products passes to You at the time of delivery. Insurance cover for the Products in transit will not be arranged by Novii. Instructions for insurance cover will only be accepted in writing at the time the Products are ordered. Novii is not obliged to give You a notice referred to in section 167(4), Contract and Commercial Law Act 2017 (or any equivalent legislation)

7. PASSING OF OWNERSHIP

- 7.1 You agree that ownership of the Products is retained by Us until We receive payment from You of all sums owing to Us, whether under the Contract or otherwise. You must store the Products so that they are identifiable as those supplied by Novii.
- 7.2 If You sell or purport to sell any of the Products supplied by Novii in which ownership has not passed to You, then You do so as a fiduciary for Novii. The proceeds of such sale are the property of Novii to the extent of any money owed to it by You. You must account to Novii for that portion of the proceeds of sale.

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8. DEFAULT

8.1 You will be in Default if:

- (a) You fail to pay an amount due under these Conditions by the due date for payment; or
- (b) You commit a breach of any of your other obligations under these Conditions, the Security or the terms of any other Contract You have entered into, or enter into in the future, with Novii or any of Novii's related entities; or
- (c) You become insolvent, are wound up, have a receiver appointed, enter into any composition or arrangement with Your creditors, do any act which would render You liable to be placed in liquidation or have a receiver appointed over Your property, commit an act of bankruptcy, cease to be of full legal capacity, or die;
- (d) Products over which Novii has retained ownership are at risk; or
- (e) an event or a series of events (whether related or not) occurs which, in Novii's opinion, may cause a material adverse change in Your ability to meet Your obligations to Novii pursuant to any Contract.

8.2 If You are in Default then Novii may, at its option, do any one or more of the following:

- (a) charge You default interest at 15% per annum on any late payments calculated on a daily basis from the due date until the date payment is received;
- (b) require You to remedy the default in the manner and within the period that Novii instructs;
- (c) require You to pay to Novii all amounts You owe Novii immediately;
- (d) suspend or terminate Your account with Novii;
- (e) enforce security interests created by these Conditions;
- (f) exercise any rights that Novii has under these Conditions or that are available to them at law.

8.3 Novii may suspend or terminate Your account with it at any time in its sole discretion. If Your account is terminated, You must immediately pay Novii any amount owed to Novii. Termination will not affect any of Novii's rights that have arisen before termination.

9. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

9.1 All terms in this clause 9 have the meaning given in the PPSA and section references shall be to sections of the PPSA.

9.2 Clause 7.1 creates a security interest in Products Novii supplies to You.

9.3 You shall not grant any other security interest or any lien over Products that Novii has a security interest in.

9.4 At Novii's request You shall promptly sign any documents and do anything else required by Novii to ensure that Novii's security interest constitutes a first ranking perfected security interest in the Products.

9.5 Novii may at any time enter Your premises and properties to uplift Products that Novii has a security interest in.

9.6 If Products that Novii has a security interest in are processed, included or dealt with in any way causing them to become accessions, processed or commingled Products, Novii's security interest will continue in the whole in which they are included. You shall not grant any other security interest or any lien in either the Products or in the whole.

9.7 You waive any rights they may have under sections 114(1)(a), 116, 120(2), 121, 125, 126, 127, 129, 131, 133, and 134 of the PPSA.

9.8 You waive their right to receive a copy of any verification statement (as that term is defined in the PPSA).

9.9 You will give Novii prior written notice of a proposed change of their name or address.

10. CANCELLATIONS

10.1 Any request by You for cancellation of a Contract must be in writing and may be delivered by post, hand delivery, facsimile or email. You are liable to reimburse Novii for the costs it has incurred for labour and materials in fulfilling the Contract up to the date the request for cancellation is received by Novii, together with Novii's loss of profit resulting from the cancellation of the Contract.

11. FORCE MAJEURE

11.1 Neither party is liable for any Loss incurred by the other party as a result of any delay or failure to observe any of these Conditions (other than an obligation to pay money) as a result of any circumstance beyond the party's control, including but not limited to any strike, lock-out, labour dispute, act of God, fire, flood, accidental or malicious damage, shortage of raw materials, or breakdown in machinery. During the continuance of such circumstance the obligations of the party affected, to the extent they are affected by the circumstance, are suspended and resume as soon as possible after the circumstance has ceased to have effect.

12. LIMITED WARRANTIES, WARRANTY PERIODS AND LIMITATION OF LIABILITY

12.1 Subject to the remaining sub clauses of this clause, Novii provides the following warranties for each Product You purchase from Novii:

- (a) the Product will comply with the manufacturer's specifications set out in the information contained in its packaging, for the number of years set out below (such period commencing from the earlier of the date of Delivery and the date of Novii's invoice ("**Warranty Period**")):
 - (i) five (5) years for TYKE Products and Grace Products; and
 - (ii) three (3) years for Fluxx LED Products;
 - (iii) one (1) year for all other Products.
- (b) those warranties imposed by the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other New Zealand statutes which by law:
 - (i) cannot be excluded; or
 - (ii) can only be excluded to a limited extent,

(together being the "**Limited Warranties**").

12.2 Subject to the Limited Warranties, You acknowledge that neither Novii nor any person acting on Novii's behalf has made any representations or given any promise or undertaking in relation to the quality of the Products, their fitness for purpose or their usage. Other than as expressly provided for in these Conditions, Novii excludes all such imposed warranties, conditions or obligations to the extent permitted by law and excludes any warranty, condition or obligation imposed or implied under common law, equity or otherwise.

Certain warranties excluded where Products acquired for business

12.3 Where You acquire the Product from Novii for the purposes of a business:

- (a) The parties acknowledge and agree that:
 - (i) then the Product is acquired "for the purposes of a business" in terms of sections 2 and 43(2) of the Consumer Guarantees Act 1993;
 - (ii) the Product is both supplied and acquired in trade for the purposes of the Fair Trading Act 1986 and You and Novii contract out of sections 9 (Misleading and deceptive conduct generally), 12A (Unsubstantiated representations) and 13 (False and misleading representations) of Fair Trading Act 1986;
 - (iii) all warranties, conditions and other terms implied by the Consumer Guarantees Act 1993 or sections 9, 12A and 13 of the Fair Trading Act 1986 are excluded to the maximum extent permitted by law; and
 - (iv) it is fair and reasonable that You, as the purchaser of this Product, are bound by the limitation in this clause 12.3.

Affected Products and variations to the Limited Warranties

12.4 Novii reserves the right to modify these Limited Warranties from time to time. Novii will notify You of any modification of these Limited Warranties. Any modification of these Limited Warranties shall be effective for all Live Quotes placed with Novii on or after the effective date of such revised Limited Warranties.

Limitation of Liability

12.5 Subject only to clause 12.6, Novii's liability in respect of the Product is limited as follows:

- (a) Novii will not in any circumstances be liable, whether in contract, tort or otherwise, for any indirect or consequential loss, damage or liability of any kind suffered or incurred by any person (including, without limitation, loss of profit);
- (b) Novii will not be liable for any loss or damage suffered to the extent caused by any of the following (except to the extent any such loss or damage is related to Novii's actions or omissions or those of any person or entity acting on Novii's behalf or on Novii's instructions):
 - (i) negligence;
 - (ii) abuse;
 - (iii) misuse;
 - (iv) mishandling;
 - (v) other damage caused by willful or reckless behavior;
 - (vi) improper installation, storage or maintenance;
 - (vii) damage due to fire or acts of God;
 - (viii) vandalism;
 - (ix) civil disturbances;
 - (x) power surges;
 - (xi) improper power supply;
 - (xii) electrical current fluctuations;
 - (xiii) corrosive environment installations;
 - (xiv) induced vibration;
 - (xv) harmonic oscillation or resonance associated with movement of air currents around the Product;
 - (xvi) alteration;
 - (xvii) accident;
 - (xviii) failure to follow installation, operating, maintenance or environmental instructions prescribed by Us, the manufacturer or applicable electrical codes;
 - (xix) any alteration or repair of the Product by anyone other than Novii or Novii's authorised service provider; or
 - (xx) improper service of the Product performed by someone other than Novii or Novii's authorised service provider; and
- (c) Novii's aggregate liability in contract, tort (including negligence), misrepresentation or otherwise in relation to a Contract:
 - (i) will be to follow the processes set out in clauses 13.1 to 13.5; and,
 - (ii) will not, in any event, exceed the monies Novii received from You for the relevant Products.

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12.6 Nothing in clause 12.5 will limit or exclude Novii's liability:

- (a) for Novii's fraud; or
- (b) for death or personal injury caused by Novii.

12.7 If You dispose of any of the Products within 30 days of making a claim, except with the written consent of Novii, all claims in respect of the Products disposed of are deemed to have been waived by You.

13. REMEDIES FOR BREACH OF LIMITED WARRANTIES

13.1 If You allege that a Product does not comply with the Limited Warranties, then You must notify Novii in writing (addressed to Novii Limited - 341 Richmond Rd, Grey Lynn, Auckland 1022):

- (a) within ten (10) days of discovering the alleged breach;
- (b) prior to the expiry of the Warranty Period; and
- (c) including with Your proof of purchase (including Novii's invoice for the Product),

(a "Limited Warranties Claim")

13.2 Upon receiving notice of a Limited Warranties Claim, Novii may require you to promptly return the Product to Novii or Novii's authorised service provider, freight prepaid.

13.3 Novii will determine, in their reasonable discretion, whether the Limited Warranties have been breached. By way of an example only, a breach will not have occurred solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

13.4 If Novii determines that the Limited Warranties have been breached, Novii will elect, in their sole discretion, to:

- (a) refund the purchase price You paid for the Product; or
- (b) subject to clause 13.6 repair or replace the Product.

13.5 Novii will not be liable for any labour costs, field costs and other costs incurred by You as a result of a breach of the Limited Warranties, except where Novii has agreed with You in writing to reimburse You for such costs before You incur them.

13.6 Novii reserves the right to utilise new, reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement process. Such products and parts will be warranted for the remainder of the original Warranty Period.

14. DESCRIPTION AND SPECIFICATIONS

14.1 Whilst every effort is made to ensure their accuracy, the descriptions illustrations and material contained in any catalogue, price list, brochure, leaflet, specification sheets, electronic communications or other descriptive matter provided by or on behalf of Novii, represent the general nature of the items described therein and shall not form a part of any order or agreement or amount to any representation or warranty.

14.2 You warrant that any Products or other material, including any packaging or artwork manufactured, constructed or supplied by Novii which incorporate or are otherwise based in whole or in part upon designs, drawings, specifications or other information or material supplied to Novii by or on behalf of You shall not infringe any Intellectual Property rights of a third party or breach any law. You must indemnify and keep indemnified Novii, its employees and agents against any action, loss, cost, claim or damage that may be brought against or suffered by Novii, its employees or agents as a result of a breach of that warranty.

14.3 Novii reserves the right to make any changes to designs, drawings or specifications supplied to Novii by You, and/or Products ordered by You, which are required to comply or conform with any applicable safety or statutory requirements or which do not materially affect the quality or usage of the Products by You.

14.4 Novii does not warrant or guarantee that any Products manufactured, constructed or supplied by Novii which incorporate or are otherwise based in whole or in part upon any designs, drawings, specifications or other information or material supplied to Novii by or on behalf of You will achieve any standard or performance or any capacity whatsoever.

14.5 Novii will not be liable for any defect in the Products arising from any designs, drawings, specifications or other information or material supplied to Novii by You. Where You approve any artwork or proofs submitted by Novii, Novii will not be liable for any errors or inaccuracies subsequently discovered.

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14.6 Any advice, recommendation, information or assistance provided by Novii in relation to the Products or their use or application is given in good faith and is believed by Novii to be appropriate and reliable. Any such advice, recommendation, information or assistance is provided without liability or responsibility on the part of Novii.

14.7 In addition to any right of lien which Novii may be entitled to by law, Novii will have a general lien over any designs, drawings, specifications on tooling supplied to Novii by or on behalf of You which is in Novii's possession until all monies owing by You to Novii on any account have been paid in full.

15. INTELLECTUAL PROPERTY

15.1 Subject to the remainder of this clause, all right, title and interest in and to any Products, materials or developments in which copyright or other Intellectual Property subsist created by or on behalf of Novii, created jointly with You, or otherwise supplied by Novii to You, shall vest absolutely in and remain the sole property of Novii. The supply of Products shall imply a licence to You to use the same but for no other purpose. You undertake not to utilise, copy, reproduce or disclose or permit others to utilise, copy, reproduce or disclose any such Intellectual Property without the prior written consent of Novii.

15.2 Novii acknowledges that You retain all right, title and interest in and to Intellectual Property You supplied to Novii under any Contract. You grant Novii a perpetual, irrevocable, royalty free licence under such Intellectual Property for the purpose of supplying Products contemplated by any Contract.

15.3 Novii makes no representation or warranty that the Products supplied or the use of such Products or items made from the Products either alone or in conjunction with other Products will not infringe any Intellectual Property right. You will notify Novii of any claim or suit involving You in which such infringement is alleged and if Novii considers itself to be affected it will be entitled to control the defence of such infringement allegation.

16. TAX AND DUTIES

16.1 Prices quoted by Novii are inclusive of all current taxes, except for GST (unless specifically stated otherwise). Novii may on 7 days notice in writing increase the price for all or any of the Products to the extent required to pass through the impact on Novii of any new or revised tax, duty or other government charge or scheme (including any carbon based tax or scheme) taking effect after the date of the Contract in accordance with the impact that such new or revised tax, duty, charge or scheme has on Novii's costs of producing and supplying the Products. For clarity, the above shall apply even where prices are stated to be fixed or inclusive of taxes, as this refers to taxes and other government charges or schemes at levels existing as at the date of the Contract.

17. GOODS AND SERVICES TAX

17.1 If, and to the extent, any supply of the Products under the Contract is a taxable supply within the meaning of the Goods and Services Tax Act 1985 ("GST Act"), the price for the Products will be increased to include GST payable by Novii in respect of the supply. All rebates, discounts or other reductions in price will be calculated on the GST exclusive price.

17.2 The parties agree that:

- (a) the parties must be registered persons within the meaning of the GST Act;
- (b) Novii must provide tax invoices and if applicable a credit or debit note to You in the form prescribed by or for the purposes of the GST Act; and
- (c) costs required to be reimbursed or Indemnified excludes any amount that represents GST for which an input tax credit within the meaning of the GST Act can be claimed.

18. PRIVACY OF INFORMATION

18.1 You authorise Novii:

- (a) to collect, retain and use information about them from any person for the purpose of assessing their creditworthiness;
- (b) to disclose information about Novii:
 - (i) to any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to Your obligations to Novii;
 - (ii) to such persons as may be necessary or desirable to enable Novii to exercise any power or enforce or attempt to enforce any of Novii's rights, remedies and powers under the Contract.

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18.2 You consent to Novii, or any financier or credit-rating agency, making enquiries of and obtaining any information about Your financial standing and credit worthiness.

18.3 You can contact Novii to view or correct the information Novii holds about You at Novii Limited - 341 Richmond Rd, Grey Lynn, Auckland 1022.

19. NOTICES

19.1 Any notice to Novii may be delivered by hand at Novii Limited - 341 Richmond Rd, Grey Lynn, Auckland 1022. Any Purchase Order can be emailed to Novii at [INSERT ADDRESS].

19.2 Any notice given to You may be delivered by email (to the address you have provided to us), by hand, and where You are a company, to Your address for service.

20. JURISDICTION

20.1 These Conditions and each Contract between the parties are governed by the laws of New Zealand. The parties submit to the exclusive jurisdiction of the Courts of New Zealand to determine any dispute arising out of or in any way related to these Conditions and each Contract between the parties .

21. SURVIVAL

21.1 The provisions of this clause and every clause in these Conditions will survive the termination or expiration of a Quote or a Contract.

22. MISCELLANEOUS

22.1 Any of these Conditions may be varied in writing by Novii.

22.2 Novii may set-off any amounts owed by it to You under the Contract against amounts owed by Novii to You on any account whatsoever.

22.3 Failure by Novii to insist on strict performance of any of these Conditions shall not be deemed a waiver thereof. The waiver by Novii of any provision, or breach of any provision, of the Contract is not to be construed as a waiver of any other provision or a breach of any other provision, or of any further breach of the same or any other provision of the Contract.

22.4 If any provision of the Contract is unenforceable or void either in whole or in part for any reason, then that provision (or part) is deemed to be deleted without in any way affecting the validity or enforceability of any other provision.

22.5 The Contract (including the details appearing on the confirmed Live Quote) replaces any earlier representation, warranties, understandings and agreements (whether written or oral), constitutes the entire agreement between You and Novii and no modification is binding unless agreed to in writing by Novii.

22.6 All costs and expenses (including legal costs, as between solicitor and client) incurred by Novii, of and incidental to Your enforcement or attempted enforcement of Novii's rights, remedies and powers under the Contract, shall be recoverable from You by Novii in addition and without prejudice to Novii's right to damages for breach of these Conditions.

22.7 You will at all times treat as confidential and not publish, release, or disclose to any person any non-public information and material provided by Novii in relation to the Contract without the prior written consent of Novii, except as required by law or for the purposes of obtaining professional legal, financial or taxation advice. For the avoidance of doubt, confidential information includes any new Intellectual Property and prices.

22.8 You shall not assign Your rights, powers or obligations under the Contract without Novii's prior written consent.

22.9 The following words have the following meanings in these Conditions, unless the context requires otherwise:

"Contract" means the agreement between You and Novii for the supply of a Product and formed pursuant to clause 3.4;

"Conditions" means the terms and conditions set out in this document;

"Products" means all Products and/or services purchased by You pursuant to a Contract;

"GST" has the same meaning as in the GST Act;

"GST Act" means the Goods and Services Tax Act 1985;

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"Intellectual Property" means all intellectual property rights including, without limitation, copyright, patent and design rights, drawings, documents, data, ideas, procedures calculations and all other statutory and common law rights and interests;

"Loss" means any loss, liability, damage, expense or cost whatsoever and includes (without limitation) indirect or consequential loss or damage, loss of profits or business opportunity, and damage to equipment or property;

"Security" means all existing and future security held by Novii that secures Your obligations under these Conditions; and

"You" means the person (including its successors, personal representatives and permitted assigns) who acquires the Products or a Product from Novii, and where this consists of more than one person the obligations in the Contract are deemed to be joint and several.

23. Australian Customers

23.1 To the extent permitted by law, these Conditions exclude the laws of Australia. To the extent that these Conditions cannot exclude the laws of Australia, the following clauses apply:

- (a) clause 9 is deemed to be replicated with the following amendments:
 - (i) the heading is "PERSONAL PROPERTY SECURITIES ACT 2009 (CTH) ("PPSA");
 - (ii) clause 9.7 is replaced with "You waive any rights they may have under sections 92, 93, 94, 95, 97, 130, 132, 135, 137, 143 of the PPSA";
- (b) Clause 12.1(b) does not apply and instead Novii provides those warranties imposed by the Competition and Consumer Act 2010 (Cth) and other Australian statutes which by law: (i) cannot be excluded; or (ii) can only be excluded to a limited extent (the warranties given under clauses 12.1(a) and this clause 23.1(b) together being the "Limited Warranties" instead of the meaning given to that term in clause 12.1);
- (c) Where You acquire the Product from Novii the parties acknowledge and agree that all warranties, conditions and other terms implied by any Australian legislation including but not limited to the Competition and Consumer Act 2010 (Cth), Sale of Goods Act 1954 (ACT), Sale of Goods Act 1923 (NSW), Sale of Goods Act (NT), Sale of Goods Act 1896 (QLD), Sale of Goods Act 1895 (SA), Sale of Goods Act 1896 (TAS), Sale of Goods Act 1895 (WA) and Goods Act 1958 (VIC) are excluded to the maximum extent permitted by law and it is fair and reasonable that You, as the purchaser of this Product, are bound by the limitation in this clause 23.1(c). For the purposes of section 3(2)(a) of Schedule 2 of the Competition and Consumer Act 2010 (Cth) and for all other purposes, You acknowledge and agree that you have represented to Novii that You are acquiring the Product for the purposes of re-supply.
- (d) If, and to the extent, any supply of the Products under the Contract is a taxable supply within the meaning of the A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("Australian GST Act"), the price for the Products will be increased to include GST as that term is defined under the Australian GST Act ("Australian GST") payable by Novii in respect of the supply (if any). All rebates, discounts or other reductions in price will be calculated on the Australian GST exclusive price. You acknowledge that Novii may not be registered for Australian GST and You cannot require Novii to become registered for Australian GST.

PLEASE SIGN AND DATE YOUR ACCEPTANCE

Position.....

Print name

Signature

Date