

1. Definitions

- 1.1 “Louvre Innovations” means Louvre Innovations Limited, its successors and assigns or any person acting on behalf of and with the authority of Innovations Limited.
- 1.2 “Client” means the person/s buying the Goods (and/or hiring Equipment) 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 Louvre Innovations 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 “Equipment” means all Equipment including any accessories supplied on hire by Louvre Innovations to the Client (and where the context so permits shall include any supply of Services). The Equipment shall be as described on the invoices, quotation, authority to hire, or any other work authorisation form provided by Louvre Innovations to the Client.
- 1.5 “Price” means the Price payable for the Goods/Equipment hire as agreed between Louvre Innovations 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/Equipment.
- 2.2 These terms and conditions may only be amended with Louvre Innovations’ consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Client and Louvre Innovations.

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 Louvre Innovations as the Client’s duly authorised representative, that once introduced that person shall have the full authority of the Client to order any materials 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 Louvre Innovations 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 Louvre Innovations 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 Louvre Innovations for all additional costs incurred by Louvre Innovations (including Louvre Innovations’ profit margin) in providing any works, materials, 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 Louvre Innovations 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 Louvre Innovations as a result of the Client’s failure to comply with this clause.

5. Price and Payment

- 5.1 At Louvre Innovations’ sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by Louvre Innovations to the Client; or
 - (b) Louvre Innovations’ quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of sixty (60) days.
- 5.2 Louvre Innovations 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, availability of machinery, safety considerations, prerequisite work by any third party not being completed, change of design, etc) which are only discovered on commencement of the Services; or
 - (d) in the event of increases to Louvre Innovations in the cost of labour or materials (including but not limited to overseas transactions that may increase as a consequence of variations in foreign currency rates of exchange and/or international freight and insurance charges) which are beyond Louvre Innovations’ control.
- 5.3 A non-refundable 40% deposit is required on all orders upon acceptance of the quote.
- 5.4 Time for payment for the Goods/Equipment being of the essence, the Price will be payable by the Client on the date/s determined by Louvre Innovations, which may be:
 - (a) on delivery of the Goods/Equipment;
 - (b) before delivery of the Goods/Equipment;
 - (c) by way of instalments/progress payments in accordance with Louvre Innovations’ payment schedule;
 - (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 Louvre Innovations.

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- 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 Louvre Innovations.
- 5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Client must pay to Louvre Innovations an amount equal to any GST Louvre Innovations must pay for any supply by Louvre Innovations under this or any other agreement for the sale of the Goods/hire of the Equipment. 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 the Louvre Innovations' 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 the Louvre Innovations claims an extension of time (by giving the Client written notice) where completion is delayed by an event beyond the Louvre Innovations' 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 the Louvre Innovations that the site is ready.
- 6.3 Delivery of the Goods/Equipment is taken to occur at the time that:
- (a) the Client or the Client's nominated carrier takes possession of the Goods/Equipment at Louvre Innovations' address; or
 - (b) Louvre Innovations (or Louvre Innovations' nominated carrier) delivers the Goods/Equipment to the Client's nominated address even if the Client is not present at the address.
- 6.4 At Louvre Innovations' sole discretion the cost of delivery is either included in the Price or is in addition to the Price.
- 6.5 The Client must take delivery by receipt or collection of the Goods/Equipment whenever either is tendered for delivery. In the event that the Client is unable to take delivery of the Goods/Equipment as arranged then Louvre Innovations shall be entitled to charge a reasonable fee for redelivery of the Goods/Equipment and/or the storage of the Goods.
- 6.6 Louvre Innovations may deliver the Goods/Equipment in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 6.7 Any time or date given by Louvre Innovations to the Client is an estimate only. The Client must still accept delivery of the Goods/Equipment even if late and Louvre Innovations 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 Risk of damage to or loss of the Goods passes to the Client on Delivery and the Client must insure the Goods on or before Delivery.
- 7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, Louvre Innovations is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by Louvre Innovations is sufficient evidence of Louvre Innovations' rights to receive the insurance proceeds without the need for any person dealing with Louvre Innovations to make further enquiries.
- 7.3 If the Client requests Louvre Innovations to leave Goods outside Louvre Innovations' premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Client's sole risk.
- 7.4 The Client acknowledges that Goods supplied may exhibit variations in shade tone, colour, texture, surface and finish, and may fade or change colour over time. Louvre Innovations will make every effort to match batches of product supplied in order to minimise such variations but shall not be liable in any way whatsoever where such variations occur.
- 7.5 Where Louvre Innovations is required to install the Goods the Client warrants that the structure of the premises or equipment in or upon which these Goods are to be installed or erected is sound and will sustain the installation and work incidental thereto and Louvre Innovations shall not be liable for any claims, demands, losses, damages, costs and expenses howsoever caused or arising in connection with the installation and work incidental thereto.
- 7.6 The Client acknowledges that Louvre Innovations is only responsible for parts that are replaced by Louvre Innovations and that in the event that other parts/Goods, subsequently fail, the Client agrees to indemnify Louvre Innovations against any loss or damage to the Goods, or caused by the Goods, or any part thereof howsoever arising.
- 7.7 The Client acknowledges that Goods supplied may
- (a) expand, contract or distort as a result of exposure to heat, cold, weather; and
 - (b) mark or stain if exposed to certain substances; and
 - (c) may weaken over time when exposed to salt spray and sulphur; and
 - (d) be damaged or disfigured by impact or scratching.
- 7.8 Any advice, recommendation, information, assistance or service provided by Louvre Innovations in relation to Goods or Services supplied is given in good faith, is based on Louvre Innovations' own knowledge and experience and shall be accepted without liability on the part of Louvre Innovations and it shall be the responsibility of the Client to confirm the accuracy and reliability of the same in light of the use to which the Client makes or intends to make of the Goods or Services.

8. Access

- 8.1 The Client shall ensure that Louvre Innovations has clear and free access to the work site at all times to enable them to undertake the Services. Louvre Innovations 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 Louvre Innovations.

9. Underground Locations

- 9.1 Prior to Louvre Innovations commencing any work the Client must advise Louvre Innovations of the precise location of all underground services on the site and clearly mark the same. The underground mains & services the Client must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site.
- 9.2 Whilst Louvre Innovations will take all care to avoid damage to any underground services the Client agrees to indemnify Louvre Innovations in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified as per clause 9.1.

10. Dimensions, Plans and Specifications

- 10.1 All customary building industry tolerances shall apply to the dimensions and measurements of the Goods unless Louvre Innovations and the Client agree otherwise in writing.
- 10.2 Louvre Innovations shall be entitled to rely on the accuracy of any plans, specifications and other information provided by the Client
- 10.3 If the giving of an estimate or quotation for the supply of Goods involves Louvre Innovations estimating measurements and quantities, it shall be the responsibility of the Client to verify the accuracy of Louvre Innovations' estimated measurements and quantities, before the Client places an order based on such estimate or accepts such quotation.
- 10.4 Should the Client require any changes to Louvre Innovations' estimated measurements and quantities, the Client shall request such changes in writing, in the case of an estimate before placing an order based on that estimate and in the case of a quotation before acceptance of that quotation.

11. Title To Goods

- 11.1 Louvre Innovations and the Client agree that ownership of the Goods shall not pass until:
- (a) the Client has paid Louvre Innovations all amounts owing to Louvre Innovations; and
 - (b) the Client has met all of its other obligations to Louvre Innovations.
- 11.2 Receipt by Louvre Innovations 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.
- 11.3 It is further agreed that:
- (a) until ownership of the Goods passes to the Client in accordance with clause 11.1 that the Client is only a bailee of the Goods and must return the Goods to Louvre Innovations on request.
 - (b) the Client holds the benefit of the Client's insurance of the Goods on trust for Louvre Innovations and must pay to Louvre Innovations 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 Louvre Innovations and must pay or deliver the proceeds to Louvre Innovations 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 Louvre Innovations and must sell, dispose of or return the resulting product to Louvre Innovations as it so directs.
 - (e) the Client irrevocably authorises Louvre Innovations to enter any premises where Louvre Innovations believes the Goods are kept and recover possession of the Goods.
 - (f) Louvre Innovations 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 Louvre Innovations.
 - (h) Louvre Innovations may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Client.

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

- 12.1 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/Equipment previously supplied by Louvre Innovations to the Client (if any) and all Goods/Equipment that will be supplied in the future by Louvre Innovations to the Client.
- 12.2 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 Louvre Innovations may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;

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- (b) indemnify, and upon demand reimburse, Louvre Innovations for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods/Equipment charged thereby;
 - (c) not register a financing change statement or a change demand without the prior written consent of Louvre Innovations; and
 - (d) immediately advise Louvre Innovations of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.
- 12.3 Louvre Innovations and the Client agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 12.4 The Client waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 12.5 Unless otherwise agreed to in writing by Louvre Innovations, the Client waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 12.6 The Client shall unconditionally ratify any actions taken by Louvre Innovations under clauses 12.1 to 12.5.

13. Security and Charge

- 13.1 In consideration of Louvre Innovations agreeing to supply the Goods/Equipment, 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).
- 13.2 The Client indemnifies Louvre Innovations from and against all Louvre Innovations' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising Louvre Innovations' rights under this clause.
- 13.3 The Client irrevocably appoints Louvre Innovations and each director of Louvre Innovations as the Client's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 13 including, but not limited to, signing any document on the Client's behalf.

14. Client's Disclaimer

- 14.1 The Client hereby disclaims any right to rescind, or cancel any contract with Louvre Innovations or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Client by Louvre Innovations and the Client acknowledges that the Goods are bought relying solely upon the Client's skill and judgment.

15. Defects

- 15.1 The Client shall inspect the Goods/Equipment on delivery and shall within fourteen (14) days of delivery (time being of the essence) notify Louvre Innovations of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Client shall afford Louvre Innovations an opportunity to inspect the Goods/Equipment 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/Equipment shall be presumed to be free from any defect or damage. For defective Goods/Equipment, which Louvre Innovations has agreed in writing that the Client is entitled to reject, Louvre Innovations' liability is limited to either (at Louvre Innovations' discretion) replacing the Goods/Equipment or repairing the Goods/Equipment.

16. Returns Of Goods

- 16.1 Returns of Goods will only be accepted provided that:
- (a) the Client has complied with the provisions of clause 15.1; and
 - (b) Louvre Innovations has agreed in writing to accept the return of the Goods; and
 - (c) the Goods are returned at the Client's cost within seven (7) days of the delivery date; and
 - (d) Louvre Innovations 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.
- 16.2 Louvre Innovations will not accept the return of Goods for credit.
- 16.3 Non-stocklist items or Goods made to the Client's specifications are under no circumstances acceptable for credit or return.

17. Warranty

- 17.1 For Goods not manufactured by Louvre Innovations, the warranty shall be the current warranty provided by the manufacturer of the Goods. Louvre Innovations 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.

18. Consumer Guarantees Act 1993

- 18.1 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 Louvre Innovations to the Client.

19. Intellectual Property

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- 19.1 Where Louvre Innovations has designed, drawn or developed Goods/Equipment for the Client, then the copyright in any designs and drawings and documents shall remain the property of Louvre Innovations.
- 19.2 The Client warrants that all designs, specifications or instructions given to Louvre Innovations will not cause Louvre Innovations to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify Louvre Innovations against any action taken by a third party against Louvre Innovations in respect of any such infringement.
- 19.3 The Client agrees that Louvre Innovations may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which Louvre Innovations has created for the Client.

20. Default and Consequences of Default

- 20.1 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 Louvre Innovations' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 20.2 If the Client owes Louvre Innovations any money the Client shall indemnify Louvre Innovations from and against all costs and disbursements incurred by Louvre Innovations in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Louvre Innovations' collection agency costs, and bank dishonour fees).
- 20.3 Without prejudice to any other remedies Louvre Innovations may have, if at any time the Client is in breach of any obligation (including those relating to payment) under these terms and conditions Louvre Innovations may suspend or terminate the supply of Goods/Equipment to the Client. Louvre Innovations will not be liable to the Client for any loss or damage the Client suffers because Louvre Innovations has exercised its rights under this clause.
- 20.4 Without prejudice to Louvre Innovations' other remedies at law Louvre Innovations shall be entitled to cancel all or any part of any order of the Client which remains unfulfilled and all amounts owing to Louvre Innovations shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to Louvre Innovations becomes overdue, or in Louvre Innovations' 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.

21. Cancellation

- 21.1 Louvre Innovations may cancel any contract to which these terms and conditions apply or cancel delivery of Goods/Equipment at any time before the Goods/Equipment are due to be delivered by giving written notice to the Client. On giving such notice Louvre Innovations shall repay to the Client any money paid by the Client for the Goods/Equipment. Louvre Innovations shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 21.2 In the event that the Client cancels delivery of the Goods/Equipment the Client shall be liable for any and all loss incurred (whether direct or indirect) by Louvre Innovations as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 21.3 Cancellation of orders for Goods made to the Client's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

22. Privacy Act 1993

- 22.1 The Client authorises Louvre Innovations or Louvre Innovations' agent to:
- (e) 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.
 - (f) disclose information about the Client, whether collected by Louvre Innovations from the Client directly or obtained by Louvre Innovations 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.
- 22.2 Where the Client is an individual the authorities under clause 22.1 are authorities or consents for the purposes of the Privacy Act 1993.
- 22.3 The Client shall have the right to request Louvre Innovations for a copy of the information about the Client retained by Louvre Innovations and the right to request Louvre Innovations to correct any incorrect information about the Client held by Louvre Innovations.

23. Equipment Hire

- 23.1 Equipment shall at all times remain the property of Louvre Innovations and is returnable on demand by Louvre Innovations. In the event that Equipment is not returned to Louvre Innovations in the condition in which it was delivered Louvre Innovations retains the right to charge the Client the full cost of repairing the Equipment. In the event that Equipment is not returned at all Louvre Innovations shall have right to charge the Client the full cost of replacing the Equipment.
- 23.2 The Client shall;

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- (a) keep the Equipment in their own possession and control and shall not assign the benefit of the Equipment nor be entitled to a lien over the Equipment.
 - (b) not alter or make any additions to the Equipment including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Equipment or in any other manner interfere with the Equipment.
 - (c) keep the Equipment, complete with all parts and accessories, clean and in good order as delivered, and shall comply with any maintenance schedule as advised by Louvre Innovations to the Client.
- 23.3 The Client accepts full responsibility for the safekeeping of the Equipment and the Client agrees to insure, or self insure, Louvre Innovations' interest in the Equipment and agrees to indemnify Louvre Innovations against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property or persons arising out of the use of the Equipment. Further the Client will not use the Equipment nor permit it to be used in such a manner as would permit an insurer to decline any claim.

24. Construction Contract Act 2002

24.1 The Client hereby expressly acknowledges that:

- (a) Louvre Innovations 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 Louvre Innovations by a particular date; and
 - (iv) Louvre Innovations has given written notice to the Client of its intention to suspend the carrying out of construction work under the construction contract.
- (b) if Louvre Innovations 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 Louvre Innovations exercises the right to suspend work, the exercise of that right does not:
 - (i) affect any rights that would otherwise have been available to Louvre Innovations 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 Louvre Innovations suspending work under this provision.

25. General

- 25.1 The failure by Louvre Innovations to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect Louvre Innovations' 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.
- 25.2 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 Tauranga Courts of New Zealand.
- 25.3 Louvre Innovations 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 Louvre Innovations of these terms and conditions (alternatively Louvre Innovations' liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods/Equipment hire).
- 25.4 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 Louvre Innovations nor to withhold payment of any invoice because part of that invoice is in dispute.
- 25.5 Louvre Innovations may license or sub-contract all or any part of its rights and obligations without the Client's consent.
- 25.6 The Client agrees that Louvre Innovations may amend these terms and conditions at any time. If Louvre Innovations makes a change to these terms and conditions, then that change will take effect from the date on which Louvre Innovations notifies the Client of such change. The Client will be taken to have accepted such changes if the Client makes a further request for Louvre Innovations to provide Goods/Equipment to the Client.
- 25.7 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.
- 25.8 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.