

GENERAL TERMS AND CONDITIONS

MIZEN AUTOMATION LIMITED

Version 5.2 - 30 July 2026

1. APPLICATION AND CONTRACT FORMATION

1.1 These Terms and Conditions (Terms) apply to every quotation, offer, Order, sale, supply of Goods and performance of Services by Mizen Automation Limited (Mizen) to the Customer. They form part of, and must be read together with, each quotation, order acknowledgement, invoice and other document issued by Mizen in connection with an Order.

1.2 By submitting an Order, instructing Mizen to commence procurement or Services, accepting Delivery, using the Goods, or making any payment, the Customer acknowledges that it has read, understood and agrees to be bound by these Terms.

1.3 A quotation issued by Mizen is provided for information and pricing purposes only and does not constitute a binding offer. A Contract will only come into effect when Mizen confirms acceptance of the Customer's Order in writing, commences procurement or performance of the Services, or dispatches the Goods, whichever occurs first.

1.4 The Customer's terms of purchase or other terms are excluded and do not apply, notwithstanding that they may be contained in an Order, portal, acceptance, correspondence or other document, unless Mizen expressly agrees to them in writing through an authorised representative.

1.5 If there is any inconsistency between the documents forming the Contract, the order of precedence is: (a) any special terms expressly agreed in writing by Mizen; (b) Mizen's order acknowledgement or quotation; (c) these Terms; and (d) the Customer's Order solely to the extent it identifies the Goods, Services, quantity, delivery address and agreed Price.

1.6 Each accepted Order constitutes a separate Contract. Cancellation or termination of one Contract does not affect any other Contract unless Mizen expressly agrees otherwise in writing.

2. DEFINITIONS AND INTERPRETATION

2.1 In these Terms, unless the context otherwise requires: **Business Day** means a day other than Saturday, Sunday or a public holiday in Dunedin, New Zealand; **Content** means all text, graphics, images, audio, video, software, data compilations, page layout, underlying code and other information appearing on or forming part of the Website, including content uploaded by Users; **Contract** means the legally binding agreement between Mizen and the Customer for an Order; **Customer** means the person or entity acquiring Goods or Services from Mizen; **Delivery** has the meaning in clause 11; **Goods** means all products, components, equipment and materials supplied or to be supplied by Mizen; **Manufacturer** means the original equipment manufacturer or relevant brand owner; **Online Services** means the online facilities, tools, services and information made available through the Website; **Order** means a request to purchase Goods or Services; **Price** means the amount payable under the Contract; **Services** means repair, testing, sourcing, inspection, refurbishment, engineering assistance or other services supplied by Mizen; **User** means a third party accessing the Website, other than Mizen's personnel acting in their employment or contractors accessing it to provide services to Mizen; and **Website** means www.mizenautomation.com and its subdomains unless separate terms apply.

2.2 A reference to legislation includes all amendments, re-enactments and subordinate instruments made under it. A reference to a person includes an individual, company, partnership, trust, joint venture, government body and any other legal or commercial entity.

2.3 Headings are for convenience only and do not affect interpretation. The singular includes the plural and vice versa; a reference to one gender includes all genders; including and similar expressions do not limit the words that precede them; and writing includes email and other electronic communications capable of being retained.

2.4 An obligation not to do something includes an obligation not to permit or cause it to be done. Where an obligation is to be performed on a day that is not a Business Day, it must be performed on the next Business Day.

3. QUOTATIONS AND ORDERS

3.1 A quotation is valid only for the period stated in it or, if no period is stated, it is for seven (7) days from its date. Mizen may withdraw or amend a quotation at any time before acceptance of the relevant Order.

3.2 All quotations and Orders are subject to availability, supplier confirmation, exchange rates, freight capacity, export controls and verification of product condition, authenticity and specification.

3.3 Mizen may accept or reject an Order, in whole or in part, at its discretion. Without limiting that discretion, Mizen may reject an Order because of supplier shortages, pricing or description errors, credit concerns, sanctions, export restrictions, manufacturer allocation, discontinuation or an inability to verify authenticity.

3.4 The Customer must promptly review every order acknowledgement and notify Mizen in writing of any discrepancy. If no notice is received before procurement or dispatch, the acknowledgement is deemed to accurately record the Order.

3.5 The Customer warrants that each person who places or varies an Order on its behalf has authority to bind the Customer.

4. CHANGES, CANCELLATION AND SPECIAL ORDERS

4.1 The Customer may not cancel or vary an accepted Order without Mizen's prior written consent. Mizen may impose reasonable conditions on any consent.

4.2 If Mizen accepts a cancellation or variation, the Customer must pay all costs, losses and liabilities reasonably incurred by Mizen, including supplier cancellation or restocking charges, freight, duties, administration costs, exchange-rate losses, non-refundable deposits and the cost of work already performed.

4.3 Custom-built, configured, programmed, special-order, non-stock, obsolete, discontinued and specially sourced Goods are non-cancellable and non-returnable except where Mizen expressly agrees otherwise or applicable law requires.

4.4 A requested variation may change the Price, specification and estimated Delivery date. Mizen is not required to act on a variation until the revised terms are agreed in writing.

5. PRICE, CURRENCY, TAXES AND DUTIES

5.1 The Customer must pay the Price stated in the accepted quotation or order acknowledgement. Unless expressly stated otherwise, the Price excludes GST, freight, insurance, import duties, customs charges, brokerage, bank fees, withholding taxes and all taxes imposed outside New Zealand.

5.2 Prices are quoted and payable in the currency stated in the quotation. If exchange rates, supplier prices, freight costs, taxes or duties materially change before Mizen has placed the corresponding supplier order, Mizen may revise the Price by giving written notice to the Customer.

5.3 The Customer is responsible for all import licences, duties, taxes, customs charges, brokerage and clearance costs in the destination jurisdiction unless Mizen expressly agrees otherwise in writing.

5.4 The Customer must make payments without set-off, counterclaim, deduction or withholding, except to the extent required by law. If withholding is required, the Customer must gross up the payment so that Mizen receives the amount it would have received absent the withholding, to the extent permitted by law.

5.5 An obvious clerical, typographical or calculation error may be corrected by Mizen, and the Customer may cancel the affected Order only if the correction materially increases the Price and procurement has not commenced.

6. PAYMENT AND CREDIT

6.1 Unless Mizen agrees otherwise in writing, a new Customer must pay in cleared funds before Mizen places an order with its supplier or commences Services. Approved account Customers must pay each invoice by the due date stated on it or, if no date is stated, within thirty (30) days after the invoice date.

6.2 Mizen may require a deposit, progress payments, payment before dispatch, a guarantee or other security at any time, including where Mizen reasonably considers the Customer's creditworthiness or payment performance has changed.

6.3 The Customer must notify Mizen of a genuine invoice dispute within five (5) Business Days after receipt, identifying the amount disputed and detailed reasons. The undisputed portion remains payable by the due date.

6.4 Payment is made only when cleared funds are received in Mizen's nominated account. The Customer bears all bank and transfer fees.

6.5 Mizen may apply any payment received against any amount owed by the Customer in the order Mizen determines, notwithstanding any purported allocation by the Customer.

6.6 Credit facilities are discretionary and may be reduced, suspended or withdrawn by Mizen at any time.

6.7 Payment may be made by bank or wire transfer, accepted credit or debit card, PayPal or another method approved by Mizen. The Customer must quote the relevant quotation or invoice number. Card, payment-provider and foreign-currency surcharges or transaction fees disclosed before payment are payable by the Customer.

6.8 Payment-card and online-payment transactions may be processed by third-party payment providers. Mizen does not require or intend to retain full payment-card details where those details are submitted directly to the provider.

7. OVERDUE AMOUNTS AND RECOVERY COSTS

7.1 If any amount is not paid when due, Mizen may charge default interest from the due date until payment at the rate of 1.5% per month, calculated daily, or the maximum lawful rate if lower.

7.2 The Customer must reimburse Mizen on demand for all reasonable costs incurred in recovering overdue amounts or enforcing the Contract, including debt-collection fees, legal costs on a solicitor-and-client basis, court fees and the cost of recovering Goods.

7.3 Without limiting any other right, Mizen may suspend procurement, Services, dispatch and credit facilities while an amount is overdue. Any resulting delay is at the Customer's risk and does not relieve the Customer of its obligations.

7.4 All amounts owing by the Customer become immediately due and payable if the Customer is in default under clause 40.

7.5 If a payment is reversed, dishonoured, charged back or recalled, the amount is treated as unpaid. The Customer must reimburse Mizen for the reversed amount and all reasonable bank, provider, investigation and recovery costs, except where the reversal arose from Mizen's error or an unauthorised transaction for which the Customer is not responsible.

8. PRODUCT AVAILABILITY AND SOURCING

8.1 The Customer acknowledges that Mizen specialises in sourcing new, refurbished, surplus, obsolete, discontinued and end-of-life industrial automation equipment through domestic and international supply networks.

8.2 Availability and lead times are estimates based on information available when stated and may change without notice. Mizen does not warrant that any quoted Goods will remain available until the supplier order has been accepted.

8.3 Mizen may source Goods from manufacturers, authorised distributors, independent distributors, brokers, surplus holders, secondary markets and other suppliers selected through Mizen's supplier-qualification processes.

8.4 If Goods become unavailable, Mizen may cancel the affected portion of the Order and refund amounts paid for that portion, or offer an alternative. This is the Customer's sole remedy for unavailability, subject to rights that cannot lawfully be excluded.

9. AUTHORISED DISTRIBUTION, BRANDS AND PARALLEL IMPORTS

9.1 Mizen discloses, and the Customer acknowledges, that Mizen is not, and does not claim to be, an authorised or registered distributor, reseller, representative or agent of any Manufacturer or brand unless Mizen expressly confirms otherwise in writing.

9.2 Goods supplied by Mizen may be sourced through independent international supply channels and may constitute parallel imports supplied outside the relevant Manufacturer's authorised distribution network.

9.3 Where Goods are parallel imports, packaging, labels, manuals, plugs, language, country of origin, warranty administration and documentation may differ from goods supplied through an authorised local channel, provided that the Goods materially correspond with the agreed part number and condition.

9.4 Manufacturer and brand names, trade marks, product names, part numbers, photographs and associated intellectual property remain the property of their respective owners. Their use by Mizen is solely for identification and does not imply affiliation with, endorsement by or authorisation from any Manufacturer or brand owner.

9.5 Unless expressly stated in writing, no Manufacturer warranty, local distributor warranty, software entitlement, licence, technical support or update service is included. Any warranty offered by Mizen is separate from and independent of any Manufacturer warranty.

10. PRODUCT CONDITION, AUTHENTICITY AND SPECIFICATION

10.1 The condition represented in Mizen's quotation or order acknowledgement governs. Goods may be described as new, new surplus, refurbished, repaired, used, exchange, obsolete or otherwise.

10.2 New surplus, refurbished, used and obsolete Goods may have cosmetic marks, replacement packaging, storage wear, aged labels or non-original packaging that do not affect function. Such characteristics are not defects.

10.3 Mizen applies reasonable supplier qualification and inspection procedures and will not knowingly supply counterfeit Goods. Absolute verification may not be possible for sealed, obsolete or secondary-market Goods, and Mizen may cancel supply where authenticity cannot reasonably be established.

10.4 Photographs, catalogue information, dimensions, weights, technical data and descriptions are indicative unless expressly incorporated into the Contract. Manufacturers may alter specifications without notice.

10.5 Unless expressly guaranteed in writing, Mizen does not warrant a particular manufacture date, batch, revision, firmware version, country of origin, serial-number range, packaging, label format or included accessory.

10.6 If a Manufacturer has officially superseded a part, Mizen may offer or supply the superseding part only with the Customer's approval where the change may materially affect fit, form, function, firmware or compatibility.

10.7 Any performance figure, output, service life, efficiency or capacity stated by Mizen or a Manufacturer is an estimate based on stated or assumed test conditions and is not guaranteed unless expressly incorporated into the Contract as a warranted performance criterion.

10.8 After Mizen accepts an Order, Mizen is not required to comply with additional standards, specifications, inspection requirements or procedures subsequently proposed by the Customer. Mizen may accept them subject to revised pricing, timing and other conditions.

11. DELIVERY, COLLECTION AND DELAY

11.1 Delivery occurs when the Goods are: (a) delivered to the delivery address; (b) collected by the Customer; (c) made available for collection after the Customer fails or declines to collect them; or (d) handed to a carrier nominated by the Customer, as applicable.

11.2 Delivery dates and transit times are estimates only. Time is not of the essence unless Mizen expressly agrees otherwise in writing.

11.3 Mizen will use reasonable commercial efforts to meet estimated dates but is not liable for delay caused by suppliers, manufacturers, carriers, customs, licensing, shortages, industrial action, cyber incidents or any event outside Mizen's reasonable control.

11.4 Mizen may deliver by instalments and invoice each instalment separately. Delay or failure affecting one instalment does not entitle the Customer to cancel another instalment or the balance of the Order.

11.5 The Customer must provide complete and accurate delivery instructions and ensure that safe access, unloading facilities and authorised personnel are available. The Customer is liable for additional freight, storage, demurrage, redelivery and handling costs caused by incomplete information, delay or failed delivery.

11.6 A delay does not entitle the Customer to cancel, reject Goods, withhold payment or claim damages unless Mizen agrees in writing or applicable law provides otherwise.

12. SHIPPING, INSURANCE AND EXPORT DOCUMENTATION

12.1 Freight and insurance are additional unless included in the quotation. Mizen may select the carrier, route and shipping method unless the Customer gives instructions accepted by Mizen.

12.2 Where the Customer nominates a carrier or freight account, Mizen's responsibility ends when the Goods are handed to that carrier. The Customer is responsible for all loss, damage, delay and claims against the carrier from that point.

12.3 Shipping insurance is not included unless expressly requested, available and paid for. Mizen recommends insurance for all international and high-value shipments.

12.4 The Customer is responsible for obtaining all destination-country import permits, licences, end-user declarations, customs clearances and approvals unless Mizen expressly agrees otherwise.

12.5 Mizen may provide reasonable export documentation but does not warrant that any authority will accept it or that clearance will occur by a particular date.

13. INCOTERMS AND INTERNATIONAL SHIPPING

13.1 Where a quotation or order acknowledgement expressly identifies an Incoterm, that trade term is interpreted in accordance with Incoterms 2020 published by the International Chamber of Commerce, unless the document expressly identifies a later edition or a different set of rules.

13.2 An Incoterm applies only to the allocation of delivery obligations, costs and risk addressed by that rule. It does not determine title, payment terms, warranty, acceptance, intellectual property, limitation of liability or any other matter governed by these Terms.

13.3 The named place, port or destination stated with the Incoterm is essential. If it is incomplete or ambiguous, Mizen may suspend dispatch until the parties confirm it, and any resulting delay or additional cost is borne by the Customer.

13.4 Unless Mizen expressly agrees in writing to act as importer of record, the Customer is the importer of record and is responsible for import licences, permits, product registrations, customs clearance, duties, taxes, brokerage, inspections and compliance in the destination jurisdiction.

13.5 Where the agreed Incoterm requires the Customer to nominate or arrange a carrier, vessel, freight forwarder or collection, the Customer must do so promptly and provide complete instructions. Risk and responsibility pass at the point specified by the Incoterm, and Mizen is not liable for the nominated provider's acts or omissions.

13.6 Where Mizen arranges carriage or insurance beyond its obligation under the stated Incoterm at the Customer's request, Mizen does so as the Customer's agent to the extent permitted by law, and the Customer must reimburse the cost and assumes the benefit and burden of the relevant carrier or insurer terms.

13.7 Delivery documentation, export declarations, certificates and origin information are supplied on the basis of information reasonably available to Mizen. The Customer must promptly provide end-use, end-user, tariff and destination information required for lawful shipment.

13.8 Customs examination, border intervention, port congestion, sanctions screening, export licensing and regulatory delay are outside Mizen's reasonable control. They do not constitute breach, and associated storage, demurrage, inspection, return or disposal costs are payable by the Customer unless caused by Mizen's breach.

13.9 If Goods are refused entry, abandoned, seized or required to be returned for reasons attributable to the Customer, destination requirements or the end user, Mizen may recover all resulting freight, duties, storage, legal and handling costs and may deal with the Goods as reasonably necessary, subject to law.

14. RISK AND INSURANCE

14.1 Risk of loss of or damage to the Goods passes to the Customer on Delivery as defined in clause 11.1, whether or not title has passed or payment has been made.

14.2 From the passing of risk, the Customer must insure the Goods for their full replacement value against all customary risks and note Mizen's interest until title passes.

14.3 The Customer bears the risk of theft, accidental damage, electrical damage, contamination, deterioration, improper storage, transit damage under a Customer-nominated carrier and other loss occurring after risk passes.

14.4 If Goods are held at the Customer's request after becoming available, risk passes when Mizen first notifies the Customer that the Goods are available. Mizen may charge reasonable storage and handling fees.

15. TITLE AND PERSONAL PROPERTY SECURITIES

15.1 Legal and beneficial title to the Goods remains with Mizen until Mizen has received in cleared funds all amounts owing by the Customer to Mizen under every Contract.

15.2 Until title passes, the Customer holds the Goods as bailee for Mizen and must: (a) keep them identifiable and, where reasonably practicable, separate; (b) not alter or remove identifying marks; (c) keep them insured and in good condition; and (d) not grant or permit any security interest over them.

15.3 If the Customer sells or otherwise disposes of Goods before title passes, it does so as principal and not as Mizen's agent, and must hold the identifiable proceeds on trust for Mizen to the extent of the amount owing.

15.4 The Customer grants Mizen a security interest in all present and after-acquired Goods supplied by Mizen and their proceeds to secure all amounts and obligations owed to Mizen.

15.5 The Customer must promptly do anything reasonably required by Mizen to register, perfect, preserve or enforce that security interest under the Personal Property Securities Act 1999 (PPSA), and must reimburse Mizen's reasonable registration and enforcement costs.

15.6 To the extent permitted by the PPSA, the Customer waives its rights to receive verification statements and agrees that sections 114(1)(a), 117(1)(c), 121, 125, 129, 131, 132, 133 and 134 of the PPSA, and any other provisions capable of exclusion or modification that Mizen specifies, will not apply.

15.7 On default, Mizen may enter premises where the Goods are reasonably believed to be located and recover them, provided it acts lawfully and uses reasonable care. The Customer irrevocably authorises such entry and must procure access rights from any third party in possession of the premises.

16. INSPECTION, ACCEPTANCE AND TRANSIT DAMAGE

16.1 The Customer must inspect the Goods immediately on Delivery and before installation, modification, programming or resale.

16.2 The Customer must notify Mizen in writing of shortages, incorrect Goods, visible defects or transit damage within seven (3) calendar days after Delivery, and must preserve packaging and provide photographs and other evidence reasonably requested.

16.3 Visible transit damage must also be reported to the carrier immediately and, where Mizen arranged freight, to Mizen within three (3) Business Days.

16.4 Subject to rights that cannot lawfully be excluded, Goods are deemed accepted if the Customer signs for, installs, energises, modifies, uses or resells them, or fails to notify Mizen within the applicable period.

16.5 Acceptance does not extinguish a valid claim for a latent defect that could not reasonably have been discovered on inspection, provided the Customer complies with the warranty claim procedure.

17. CUSTOMER SELECTION, COMPATIBILITY AND USE

17.1 The Customer is solely responsible for verifying before ordering the Manufacturer, part number, series, revision, firmware, electrical rating, communication protocol, software requirements, physical dimensions, environmental rating, safety classification and compatibility with its plant and intended application.

17.2 Except where Mizen expressly confirms suitability in writing after receiving complete and accurate information, Mizen does not warrant that Goods are fit for the Customer's particular purpose or compatible with existing machinery, networks, software, firmware or configuration.

17.3 The Customer must ensure that Goods are installed, commissioned, programmed, operated and maintained by appropriately qualified personnel in accordance with law, applicable standards, Manufacturer instructions and accepted engineering practice.

17.4 The Customer must implement appropriate redundancy, guarding, interlocks, backups, maintenance, cybersecurity, disaster recovery and safe-failure measures. Goods must not be used in life-support, nuclear, aviation, medical or other safety-critical applications unless expressly approved in writing and supported by appropriate independent engineering controls.

17.5 The Customer must cease using Goods after discovering a suspected defect where continued use may cause injury, damage or further loss, and must take reasonable steps to mitigate loss.

18. SOFTWARE, FIRMWARE AND LICENCES

18.1 Goods may contain embedded firmware or software licensed by the Manufacturer or another third party. Ownership of that software does not transfer to the Customer, and use remains subject to the relevant licence terms.

18.2 Unless expressly stated in writing, the Price does not include programming software, licences, activation codes, passwords, updates, subscriptions, source code, configuration files or Manufacturer support.

18.3 The Customer is responsible for obtaining and maintaining all licences and permissions required to install, access or use software and firmware.

18.4 Mizen does not warrant software or firmware compatibility, continued availability of activation services, cybersecurity support, updates or the transferability of any licence.

18.5 The Customer must not request or use Mizen's assistance to circumvent access controls, licence restrictions, technological protection measures or applicable law.

19. TECHNICAL INFORMATION AND ENGINEERING ASSISTANCE

19.1 Technical information, sourcing assistance and recommendations are provided in good faith using information available at the time and information supplied by the Customer.

19.2 Unless expressly agreed in a signed scope of work, such assistance is general commercial guidance and does not constitute engineering design, certification, functional-safety validation or a substitute for independent professional advice.

19.3 The Customer remains responsible for verifying all specifications, calculations, configuration, programming, suitability, regulatory compliance and safe operation.

19.4 Mizen is not liable for loss arising from incomplete or inaccurate Customer information or from reliance on preliminary or general advice without independent verification.

20. ON-SITE SERVICES AND WORKPLACE SAFETY

20.1 Where Mizen performs Services at premises controlled by the Customer or another person (Site), the Customer must provide safe, timely and unobstructed access, suitable working space, utilities, permits, inductions and information reasonably required for the Services.

20.2 The Customer must identify and disclose all Site hazards before work begins, including asbestos, hazardous substances, contamination, confined spaces, work at height, live electrical equipment, stored electrical, pneumatic, hydraulic or mechanical energy, moving plant and hazardous process conditions.

20.3 The parties must, so far as reasonably practicable, consult, cooperate and coordinate with each other and with other persons conducting a business or undertaking whose health and safety duties overlap in relation to the Services.

20.4 Unless expressly included in Mizen's written scope, the Customer is responsible for shutting down plant, isolating all energy sources, applying and controlling lockout or tagout procedures, proving isolation, obtaining work permits and ensuring the plant is safe before Mizen commences work.

20.5 Mizen may stop or refuse work, withdraw personnel or require additional controls where Mizen reasonably considers conditions unsafe, information incomplete or legal requirements unsatisfied. Resulting delay, remobilisation, standby and reasonable additional costs are payable by the Customer unless the unsafe condition was caused by Mizen.

20.6 The Customer remains responsible for overall Site control, process safety, production decisions and the acts of its personnel and other contractors. Mizen is responsible for the health and safety duties imposed on Mizen by law and nothing in these Terms transfers or limits a duty that cannot lawfully be transferred or limited.

20.7 The Customer must provide an authorised representative who can approve work, variations and recommissioning decisions. Waiting time, travel, accommodation, aborted visits and work outside agreed hours may be charged at the applicable quoted or standard rates.

20.8 Following completion, the Customer must independently confirm that guards, interlocks, emergency stops, safety functions, communications and process controls operate safely before returning plant to service, except to the extent those verification activities are expressly included in Mizen's scope.

21. REMOTE ACCESS AND CYBERSECURITY SERVICES

21.1 The Customer authorises Mizen to access the systems, networks, controllers and equipment identified in the agreed scope solely for providing remote support, diagnostics, programming, commissioning or related Services.

21.2 Before remote access begins, the Customer must maintain verified backups of all programs, configurations, recipes, licences and data; provide accurate system information; nominate approved access windows; and maintain appropriate network segmentation, firewalls, endpoint protection and access controls.

21.3 The Customer must provide only the credentials and permissions reasonably required for the Services and must promptly revoke, rotate or disable temporary credentials when the work ends or when requested by Mizen. Credentials must not be sent through an insecure channel where a reasonably secure alternative is available.

21.4 Mizen will use reasonable security measures appropriate to the nature of the access but does not warrant that obsolete equipment, legacy protocols, third-party software, Customer networks or internet communications are secure or free from vulnerabilities.

21.5 Mizen may refuse or terminate remote access if it reasonably identifies unauthorised activity, insecure conditions, malware, legal risk or a threat to safety, data, systems or third parties.

21.6 Unless expressly included in the scope, Mizen is not responsible for ongoing monitoring, security patching, vulnerability management, antivirus protection, disaster recovery, data backup or cybersecurity compliance after the remote session ends.

21.7 The Customer must review and approve proposed changes and, after remote work, test the affected system in a safe and controlled manner before production use. Mizen is not liable for pre-existing faults or for loss caused by incomplete backups, inaccurate information or changes made by others.

21.8 Each party must promptly notify the other of a suspected cybersecurity incident materially connected with the remote Services and reasonably cooperate to contain, investigate and remediate the incident, subject to law and legitimate confidentiality and security restrictions.

22. REPAIR, TESTING AND ASSESSMENT SERVICES

22.1 A repair quotation is based on the reported fault and information reasonably available before inspection. Additional faults, contamination, damage or obsolete components discovered during work may require a revised quotation.

22.2 Mizen will use reasonable endeavours to obtain approval before performing material additional chargeable work. If urgent protective work is reasonably required to prevent further damage, Mizen may perform that work and charge its reasonable cost.

22.3 A repair covers only the components repaired or replaced and does not constitute complete refurbishment, redesign, certification or validation of the Customer's wider machine or system unless expressly stated.

22.4 An assessment fee of NZD 250 plus GST, where applicable, is payable for each item submitted for assessment, inspection, diagnosis or repair evaluation unless Mizen expressly agrees a different fee in writing. Subject to the following two clauses, the fee is payable whether or not a fault is found, the item is repairable or the item is returned unrepaired.

22.5 If Mizen determines that the item is repairable and the Customer accepts Mizen's repair quotation and instructs Mizen to complete the repair, Mizen will waive the assessment fee or, if the fee has already been paid, credit it against the charges for repairing that same item. The credit is not transferable or redeemable for cash.

22.6 If Mizen determines that the item cannot be repaired and the Customer purchases a replacement item from Mizen, Mizen may, in its sole discretion, waive the assessment fee or credit any assessment fee already paid against the purchase price of that replacement. Any such waiver or credit must be confirmed by Mizen in writing and is not transferable or redeemable for cash.

22.7 Test results reflect the conditions and equipment used by Mizen and do not guarantee performance in the Customer's installation or under different load, environmental or process conditions.

22.8 Mizen may subcontract specialist repair, testing or logistics activities while remaining responsible for the Services it has agreed to provide.

22.9 Where training or detailed engineering assistance is agreed, the Customer must pay Mizen's applicable labour, travel, standby, accommodation, equipment, material and out-of-pocket charges stated in the quotation or otherwise agreed in writing.

23. CUSTOMER EQUIPMENT, DATA AND ABANDONED GOODS

23.1 The Customer must package equipment supplied to Mizen safely and disclose known hazards, contamination, stored energy, batteries, dangerous substances and special handling requirements.

23.2 Mizen will exercise reasonable care but is not responsible for pre-existing faults or deterioration arising from age, corrosion, contamination, prior repair, latent defects, inadequate packaging or inherent vice.

23.3 Before providing equipment, the Customer must back up all software, recipes, programs, parameters, licences and data. Mizen is not liable for their loss or corruption except to the extent caused by Mizen's wilful misconduct.

23.4 If the Customer does not provide instructions or collect equipment within sixty (60) days after written notice that it is ready for collection or cannot be repaired, Mizen may charge storage. After a further thirty (30) days' written notice, Mizen may lawfully sell, recycle or dispose of the equipment and apply proceeds against amounts owing and disposal costs.

23.5 The Customer warrants it owns the equipment or is authorised by the owner to instruct Mizen and grants Mizen a lien over it for all amounts owing in connection with the Services.

24. PURCHASES FROM SUPPLIERS, CUSTOMERS AND OTHER VENDORS

24.1 This clause applies whenever Mizen purchases, agrees to purchase, takes on consignment, collects, exchanges, recycles or otherwise acquires goods, equipment, parts, software, materials or related services from any supplier, Customer, broker, reseller or other person (Vendor). In this clause, Purchase Goods means anything proposed to be supplied or transferred to Mizen, and Purchase Order includes any written order, buy-back offer or other purchasing instruction issued by Mizen.

24.2 A Purchase Order constitutes Mizen's offer to purchase on these Terms and any terms stated in that Purchase Order. A Vendor accepts that offer by confirming the Purchase Order, commencing procurement or performance, or supplying any Purchase Goods. Any terms proposed by the Vendor are excluded unless Mizen expressly accepts them in writing. If there is an inconsistency, the Purchase Order prevails over this clause to the extent of that inconsistency.

24.3 Where Mizen is purchasing used, surplus, exchanged or buy-back equipment from a Customer or other Vendor, any valuation, estimate or offer remains conditional on Mizen's inspection, testing and verification of the Purchase Goods, including their quantity, identity, completeness, condition, authenticity, provenance, marketability and conformity with the Vendor's description.

24.4 The Vendor warrants that it is the sole legal and beneficial owner of the Purchase Goods, or has full authority from the owner to sell and transfer them, and that Mizen will receive good title free from every security interest, lien, lease, retention-of-title claim, finance arrangement and other third-party right.

24.5 The Vendor must ensure that the Purchase Goods comply strictly with the Purchase Order, agreed specifications, samples and descriptions, including all applicable manufacturer, model, part number, revision, firmware, quantity, quality, condition, origin, packaging, certification and delivery requirements. Substitution is not permitted without Mizen's prior written approval.

24.6 The Vendor warrants that the Purchase Goods are genuine, lawfully sourced and not counterfeit, stolen, misrepresented or subject to altered, removed or misleading labels, serial numbers or provenance records. The Vendor must have all rights, licences, consents and authorisations required to supply, export and transfer the Purchase Goods to Mizen.

24.7 The Vendor must accurately disclose all known faults, damage, missing components, prior repairs or modifications, calibration status, usage history, contamination, hazardous substances, batteries, stored energy, embedded data and any other matter relevant to safe handling, valuation, installation, use, resale or regulatory compliance.

24.8 Unless the Purchase Order or an agreed Incoterm states otherwise, the Vendor is responsible for suitable packaging, loading, transport and insurance, and risk remains with the Vendor until the Purchase Goods are delivered to the nominated delivery point, inspected and accepted by Mizen. Arranging or paying a carrier does not by itself transfer risk to Mizen.

24.9 Mizen may inspect and test the Purchase Goods before or after delivery. Inspection, testing, payment, use or resale does not constitute acceptance of a latent defect or waive any right. Mizen may reject Purchase Goods that are late, excess, incomplete, damaged, unsafe, counterfeit, incorrectly described or otherwise non-conforming.

24.10 For rejected or non-conforming Purchase Goods, Mizen may require the Vendor, at Mizen's election and the Vendor's cost, to promptly collect, repair, replace or re-perform them, provide a price reduction, credit or full refund, or reimburse Mizen's reasonable inspection, handling, storage, return-freight, rectification and replacement-procurement costs. These remedies are cumulative and do not limit any other right or remedy available to Mizen.

24.11 Title to Purchase Goods supplied under an ordinary Purchase Order passes to Mizen on delivery or payment, whichever occurs first, without prejudice to Mizen's right to reject them. For used-equipment, surplus-equipment or buy-back transactions subject to post-delivery valuation, title passes when Mizen confirms acceptance and pays or credits the agreed purchase price. In every case, title must pass free of third-party rights.

24.12 Mizen will pay a correctly rendered invoice in accordance with the payment terms stated in the Purchase Order or otherwise agreed in writing, subject to receipt and acceptance of the Purchase Goods. Payment does not constitute acceptance. Mizen may withhold a genuinely disputed amount and may set off any amount owed by the Vendor against any amount payable by Mizen where the parties agree or the law permits.

24.13 Before supplying used or returned equipment, the Vendor must remove or securely erase all confidential information, personal information, passwords, programs, recipes, licences and data unless Mizen expressly agrees otherwise in writing. Following acceptance and transfer of title, Mizen may erase, reset, reformat, dismantle, repair, refurbish, resell, export, recycle or dispose of the Purchase Goods without further notice.

24.14 The Vendor must comply with all laws, sanctions, export controls, product-safety requirements and anti-bribery obligations applicable to the sourcing, manufacture, sale, transport and transfer of the Purchase Goods, and must provide supporting records reasonably requested by Mizen.

24.15 The Vendor indemnifies Mizen against reasonable loss, liability, damage, cost and expense arising from a third-party ownership or security claim, counterfeit or unlawfully sourced Purchase Goods, infringement of intellectual-property rights, an undisclosed hazardous condition or contamination, or the Vendor's material breach of this clause, except to the extent caused by Mizen.

24.16 If Purchase Goods offered under a buy-back, exchange or surplus-equipment transaction differ materially from their description or are commercially unsuitable, Mizen may revise or withdraw its offer. If no revised offer is accepted, the Vendor must arrange collection or pay reasonable return freight. If the Purchase Goods have no commercial value or cannot lawfully or safely be resold, Mizen may offer recycling or disposal on agreed terms, with disclosed collection, decontamination, disposal and return costs remaining the Vendor's responsibility.

25. CORE DEPOSITS, EXCHANGE UNITS, LOAN AND HIRE

25.1 Where Mizen supplies an exchange, advance-replacement, loan or hire unit (Exchange Unit) on the condition that the Customer returns an existing unit (Core), the transaction is subject to this clause and any additional terms stated in the quotation.

25.2 Mizen may charge a refundable core deposit or invoice the full Core value. Any deposit or Core value is payable with the Exchange Unit unless Mizen approves credit terms.

25.3 The Customer must return the Core by the deadline stated in the quotation or, if no deadline is stated, within fourteen (14) calendar days after Delivery of the Exchange Unit. Time is of the essence for the Core return.

25.4 The returned Core must match the agreed Manufacturer, part number, series and material configuration; be complete and identifiable; and not be dismantled, counterfeit, contaminated, catastrophically damaged or beyond economic repair, unless Mizen agreed otherwise before supply.

25.5 The Customer must obtain return authorisation, package the Core safely with appropriate anti-static and impact protection, and pay return freight, insurance, duties and customs charges unless otherwise agreed. Risk in the Core remains with the Customer until Mizen receives it.

25.6 Mizen may inspect and test the Core after receipt. A deposit or credit is not finally earned until Mizen accepts the Core. Mizen may deduct reasonable amounts for missing parts, incorrect identity, physical damage, contamination, tampering, inadequate packaging or a condition materially worse than disclosed.

25.7 If an acceptable Core is received on time, Mizen will refund or credit the applicable deposit or Core value using the agreed method. The refund or credit may be applied against overdue amounts owed by the Customer where permitted by law.

25.8 If the Core is not returned on time or is rejected, the core deposit or Core value becomes non-refundable and immediately payable. Mizen may also charge reasonable collection, freight, duty, inspection and recovery costs.

25.9 Title to an accepted Core passes to Mizen on acceptance, and Mizen may repair, dismantle, refurbish, resell, recycle or dispose of it. Before return, the Customer must remove confidential information and securely back up or erase all programs, passwords, recipes, licences and data.

25.10 Title to a loan or hire unit remains with Mizen. The Customer must protect, insure and return it by the agreed date in substantially the condition supplied, fair wear and tear excepted.

25.11 If a loan or hire unit is not returned when due, Mizen may charge continuing hire and, after notice, the replacement or list price. Payment does not transfer title unless Mizen confirms a sale in writing.

25.12 The Customer is liable for loss of or damage to an Exchange Unit, Core, loan or hire unit while at its risk, except to the extent caused by an inherent defect or Mizen's breach.

26. WARRANTIES

26.1 Subject to these Terms, Mizen warrants that new Goods will be free from material defects in materials and workmanship for twelve (12) months from Delivery unless a different period is stated in the quotation or invoice.

26.2 Unless otherwise stated, refurbished or reconditioned Goods carry a three (3) month return-to-base warranty. Cosmetic wear, storage marks and non-original packaging do not constitute defects.

26.3 Repair Services are warranted for twelve (12) months after completion solely in respect of the repair work performed and replacement components installed. The warranty does not extend to unrelated or unrepaired components.

26.4 Obsolete, discontinued, surplus, used, exchange and special-source Goods may carry a shorter or alternative warranty stated in the quotation or invoice.

26.5 Any Manufacturer warranty is subject to the Manufacturer's terms. Mizen may reasonably assist with a claim but does not assume or guarantee the Manufacturer's obligations.

26.6 The Customer acknowledges that Mizen's warranty may be the only warranty available for parallel-imported or independently sourced Goods.

26.7 If Goods fail because of a covered defect within fourteen (14) days after Delivery, Mizen will, subject to inspection and availability, replace them with equivalent Goods. If no equivalent can reasonably be supplied, Mizen will refund the Price paid for the affected Goods and reasonable carriage charges originally paid to Mizen for those Goods.

27. WARRANTY EXCLUSIONS

27.1 A warranty does not apply to failure or damage caused or contributed to by incorrect selection, installation, commissioning, programming or maintenance; misuse, abuse, neglect or accident; unauthorised repair or modification; normal wear and tear; or operation outside published specifications.

27.2 A warranty does not apply to damage caused by moisture, contaminants, corrosion, chemical exposure, excessive heat or vibration, lightning, fire, flood, power quality, surges, incorrect voltage, inadequate protection, improper storage or transport after risk passes.

27.3 A warranty does not cover consumables, batteries, lamps, fans, seals or other limited-life items unless expressly stated, nor does it cover software, firmware, licences, passwords, activation services, configuration, Customer-developed code or loss of data.

27.4 The Customer must follow Manufacturer instructions, use qualified personnel, perform appropriate maintenance, stop using suspected defective Goods where necessary to prevent further damage, and preserve evidence of the fault.

27.5 Mizen may reject a claim to the extent that the Customer's failure to comply with clause 27.4 caused or increased the loss or prevents reasonable diagnosis.

28. WARRANTY CLAIMS AND REMEDIES

28.1 The Customer must notify Mizen in writing promptly after discovering a suspected defect and within the warranty period, stating the invoice, part and serial numbers, fault description, operating conditions and diagnostic information reasonably requested.

28.2 Goods must not be returned without a Return Merchandise Authorisation (RMA). Returned Goods must be placed in suitable packaging with adequate packing material and, where appropriate, anti-static protection. The Customer must use original Manufacturer packaging where reasonably available and comply with Mizen's shipping instructions.

28.3 Mizen may inspect and test returned Goods before determining the claim. If no fault is found, the fault is outside warranty, or the Goods have been damaged by the Customer, Mizen may charge reasonable inspection, testing, freight and return costs.

28.4 For an accepted claim, Mizen may at its option repair the Goods, replace them with the same or reasonably equivalent Goods, reperform the affected Services, issue credit, or refund the Price paid for the affected Goods or Services.

28.5 The remedy in clause 28.4 is the Customer's exclusive contractual remedy for breach of warranty, subject to rights and remedies that cannot lawfully be excluded.

28.6 Unless prohibited by law, the Customer pays the cost of returning Goods to Mizen. Mizen will pay reasonable outbound freight for repaired or replacement Goods under an accepted warranty claim.

29. NON-WARRANTY RETURNS AND RECALLS

29.1 Non-defective Goods may be returned only with Mizen's prior written approval and subject to any conditions Mizen specifies. The Customer must request approval in writing within seven (7) days after Delivery and, if approved, return the Goods within the following seven (7) days.

29.2 Approved returns must be unused, complete, immediately fit for resale, in original condition and packaging, include all accessories, manuals and documentation, and be adequately packaged. Mizen may deduct a restocking charge of up to 35% of the Price together with supplier charges, freight, duties and costs incurred.

29.3 Special-order, non-stock, custom-configured, specially manufactured, obsolete, discontinued, software and licence products are not returnable unless Mizen agrees otherwise.

29.4 Goods damaged in transit must not be returned until Mizen provides instructions, as the carrier may require inspection. The Customer must preserve all packaging and provide photographs and other evidence reasonably required for a freight claim.

29.5 If a Manufacturer issues a recall, Mizen will provide reasonable assistance. Mizen's obligations are limited to those imposed by law and the rights or remedies made available to Mizen by the Manufacturer or supplier.

30. CONSUMER LAW AND BUSINESS TRANSACTIONS

30.1 Nothing in these Terms excludes, restricts or modifies any guarantee, right or remedy that cannot lawfully be excluded, including under the Consumer Guarantees Act 1993 (CGA) and Fair Trading Act 1986 (FTA).

30.2 Where the Customer acquires Goods or Services in trade and for business purposes, the parties agree, to the maximum extent permitted by section 43 of the CGA, that the CGA does not apply to the supply.

30.3 Where both parties are in trade, the parties agree to contract out of sections 9, 12A, 13 and 14(1) of the FTA to the maximum extent permitted by section 5D of that Act, and agree that it is fair and reasonable for them to be bound by this clause having regard to the commercial nature of the transaction, these negotiated risk allocations and the availability of insurance.

30.4 Clauses 30.2 and 26.3 apply only where the statutory requirements for contracting out are satisfied. They do not apply to a Customer acquiring Goods or Services as a consumer where contracting out is prohibited.

31. LIMITATION OF LIABILITY

31.1 To the maximum extent permitted by law, Mizen's aggregate liability arising out of or in connection with a Contract, the Website or an Online Service, whether in contract, tort (including negligence), equity, statute or otherwise, is limited to the Price actually paid for the specific Goods or Services giving rise to the claim or, for Website use unrelated to a Contract, NZD 100.

31.2 Mizen is not liable for any indirect, consequential, special, exemplary or punitive loss, or for loss of profit, income, revenue, production, output, contracts, opportunity, anticipated savings, goodwill, data, database, software or use; plant downtime; business interruption; recall costs; or increased operating or replacement costs.

31.3 Mizen is not liable to the extent loss is caused or increased by the Customer's or User's act or omission, failure to mitigate, incorrect information, failure to follow instructions, unauthorised modification, continued use after a fault is suspected, or use outside the agreed purpose.

31.4 Any claim must be commenced within three (3) months after the event giving rise to it, except where a longer period cannot lawfully be excluded.

31.5 Nothing in these Terms excludes or limits liability for death or personal injury caused by negligence, fraud, fraudulent misrepresentation, wilful misconduct, or any liability that cannot lawfully be excluded or limited.

31.6 Each limitation and exclusion in these Terms is independent and applies notwithstanding failure of any remedy or termination of the Contract.

32. CUSTOMER INDEMNITY AND INSURANCE

32.1 The Customer indemnifies Mizen against claims, liabilities, losses, damages and reasonable costs arising from the Customer's incorrect installation, programming, modification, misuse, negligent operation, breach of law, infringement through Customer Materials, or use in a

safety-critical application without adequate safeguards, except to the extent caused by Mizen's breach or negligence.

32.2 The Customer must maintain appropriate insurance for Goods after risk passes and for its plant, business interruption, product use, public liability, cyber risks, data loss and consequential losses.

32.3 On reasonable request, a business Customer must provide evidence of insurance relevant to material risks arising from the Contract.

33. CONFIDENTIALITY

33.1 Each party must keep confidential all non-public commercial, technical and financial information disclosed by the other party, including quotations, pricing, sourcing information, supplier and customer information, designs, repair methods and business processes.

33.2 Confidential information may be used only to perform or receive the Contract and may be disclosed only to personnel, contractors and professional advisers who need to know it and are bound by confidentiality obligations, or where disclosure is required by law.

33.3 Confidentiality obligations do not apply to information that is lawfully public, already known without restriction, independently developed, or lawfully received from a third party without a duty of confidence.

33.4 This clause survives termination. Neither party may make a public announcement using the other's name or marks without prior written consent, except as required by law.

34. PRIVACY, MARKETING AND COOKIES

34.1 Mizen may collect, use, store and disclose personal information for quotations, credit assessment, order processing, supply, technical support, payment, debt recovery, fraud prevention, sales analysis, legal compliance and legitimate business administration.

34.2 Mizen will manage personal information in accordance with the Privacy Act 2020 and its applicable privacy policy, take reasonable safeguards against loss and unauthorised access, and retain information only for as long as reasonably required or legally permitted.

34.3 Mizen may disclose relevant information to related entities, suppliers, manufacturers, repairers, carriers, insurers, payment providers, credit-reporting agencies, debt collectors, professional advisers and authorities, including recipients outside New Zealand where reasonably necessary for the purposes in clause 34.1.

34.4 The Customer warrants that it is authorised to provide personal information relating to its personnel and contacts, and that it has given them any notices required by law.

34.5 Mizen may send product, service and business communications where the recipient has consented or where otherwise permitted by law. A recipient may unsubscribe using the facility provided or by contacting Mizen.

34.6 The Website may use cookies, pixels, web beacons and similar technologies to operate functionality, remember selections, understand referral sources, measure traffic and user interaction, and improve the Website, products and marketing. Data may include IP address, browser and device details, pages visited and referral information.

34.7 A User may control or remove cookies through browser or device settings, although disabling cookies may affect Website functionality. Third-party analytics and payment providers may process information under their own privacy terms.

34.8 A person may request access to or correction of personal information, unsubscribe from marketing or make a privacy complaint by contacting Mizen using clause 44. Mizen will respond in accordance with applicable law.

34.9 Mizen will maintain reasonable procedures to identify, contain, assess and respond to a privacy breach. Where Mizen becomes aware of a breach that has caused or is likely to cause serious harm, Mizen will notify the Office of the Privacy Commissioner and affected individuals as soon as practicable, unless an exception or delay is permitted by the Privacy Act 2020.

34.10 Mizen may take reasonable steps to investigate and mitigate a suspected privacy breach and may require affected Customers, Users, service providers and personnel to preserve evidence, protect credentials and cooperate with containment and remediation.

34.11 Nothing in these Terms requires Mizen to disclose information where disclosure would prejudice security, breach legal privilege, disclose another person's personal information, contravene law or undermine an investigation, except to the extent disclosure is legally required.

35. ELECTRONIC MARKETING

35.1 Mizen will send commercial electronic messages only where it has the consent required by applicable law or another lawful basis to do so.

35.2 Commercial electronic messages sent by or on behalf of Mizen will identify Mizen or the authorised sender and include accurate contact information and a clear, functional unsubscribe facility where required by law.

35.3 Mizen will action a valid unsubscribe request within five (5) working days or any shorter period required by law. The unsubscribe facility will remain available for at least thirty (30) days after the message is sent and will not impose a charge beyond the ordinary cost of using the communication method.

35.4 An unsubscribe request applies to marketing messages covered by the request but does not prevent Mizen from sending transactional, service, safety, recall, account, legal or other non-marketing communications reasonably connected with an existing relationship or obligation.

35.5 A Customer or User must not use the Website, Mizen's systems or contact information to send spam, harvest addresses, use address-harvesting software or facilitate unsolicited commercial electronic messages.

36. WEBSITE ACCESS AND ACCEPTANCE

36.1 The provisions of these Terms concerning Website use, liability, privacy, electronic marketing, intellectual property, force majeure, disputes and general matters apply to each User of the Website and Online Services, whether or not that User becomes a Customer.

36.2 By first using the Website, the User agrees to these Terms. A User who does not agree must immediately stop using the Website.

36.3 A User must be at least eighteen (18) years old. By using the Website, the User represents that they satisfy this requirement and have legal capacity to agree to these Terms.

36.4 Mizen may restrict, suspend or terminate access to the Website or an Online Service where a User breaches these Terms or where reasonably required for security, maintenance, legal or operational reasons.

37. WEBSITE CONTENT AND ACCEPTABLE USE

37.1 Except for Content uploaded by Users or owned by third parties, Website Content is owned by or licensed to Mizen and is protected by copyright, trade mark and other intellectual-property laws.

37.2 Mizen grants the User a limited, revocable, non-exclusive and non-transferable licence to retrieve, display and view Website Content for the User's own lawful personal or internal business evaluation. No other right or licence is granted by implication, estoppel or otherwise.

37.3 Without Mizen's prior written consent, a User must not reproduce, modify, scrape, systematically extract, copy, republish, distribute, sell, commercially exploit, reverse engineer or create derivative works from the Website or Content, except to the extent permitted by law.

37.4 A User must not use the Website to cause damage or disruption; interfere with another person's use; introduce malicious code; gain unauthorised access; conduct automated abuse; engage in unlawful, harmful, abusive, harassing, threatening, misleading or objectionable conduct; or make, transmit or store infringing copies of Content.

37.5 A User uploading Content warrants that it has all necessary rights and grants Mizen a worldwide, non-exclusive, royalty-free licence to host, reproduce and use that Content to operate the Website and provide the requested Online Services. Mizen may remove unlawful, infringing, unsafe or inappropriate Content.

38. WEBSITE AVAILABILITY, INFORMATION AND LINKS

38.1 The Website and Online Services are provided on an 'as is' and 'as available' basis. To the maximum extent permitted by law, Mizen does not warrant uninterrupted availability, error-free operation, freedom from malware, compatibility, accuracy, completeness, fitness for purpose or satisfactory quality.

38.2 Mizen uses reasonable endeavours to maintain Website security but cannot guarantee that the Website, downloads or communications are free from viruses, malicious code or vulnerabilities. Users are responsible for their own devices, security controls, backups and protection of credentials and personal information.

38.3 Mizen may alter, suspend, withdraw or discontinue any part of the Website or Online Services, including products and services displayed, without liability. Mizen is not obliged to update Website information, but may correct inaccuracies at any time.

38.4 The Website may link to third-party websites that Mizen does not control. A link does not imply endorsement, and Mizen is not responsible for third-party content, availability, security, privacy or loss arising from its use.

38.5 A person may link to the Website homepage at www.mizenautomation.com in a lawful and fair manner that does not imply association or endorsement. Framing, deep linking, misleading linking or use of Mizen branding requires prior written consent.

39. INTELLECTUAL PROPERTY AND CUSTOMER MATERIALS

39.1 All pre-existing intellectual property and all intellectual property developed by Mizen independently of a specific paid deliverable remains owned by Mizen or its licensors.

39.2 Unless expressly agreed otherwise, payment for Services does not transfer ownership of Mizen's methods, know-how, templates, software, reports, drawings, photographs, test procedures or repair documentation.

39.3 The Customer grants Mizen a non-exclusive licence to use drawings, software, specifications, data and other materials supplied by the Customer (Customer Materials) solely to perform the Contract.

39.4 The Customer warrants that it owns or is authorised to provide the Customer Materials and that Mizen's permitted use will not infringe any third-party right. The Customer indemnifies Mizen against a third-party claim arising from breach of that warranty.

40. DEFAULT, SUSPENSION AND TERMINATION

40.1 The Customer is in default if it fails to pay an amount when due, breaches a material obligation and does not remedy it within five (5) Business Days after notice where capable of remedy, becomes insolvent, enters liquidation or administration, has a receiver appointed, ceases or threatens to cease business, or Mizen reasonably considers payment or legal compliance is materially at risk.

40.2 On default, Mizen may without liability suspend performance, withhold or stop Goods in transit, cancel any undelivered portion of an Order, withdraw credit, recover Goods, enforce security, and require immediate payment of all amounts owing.

40.3 Mizen may suspend or terminate an Order where continued performance may expose it or another person to sanctions, export-control, safety, fraud, authenticity, cybersecurity or other material legal or regulatory risk.

40.4 Termination does not affect accrued rights. Clauses concerning payment, title, security, warranties, liability, indemnity, confidentiality, privacy, intellectual property, disputes and any provision intended by its nature to survive continue in force.

41. EXPORT CONTROLS, SANCTIONS AND ANTI-BRIBERY

41.1 Each party must comply with applicable export-control, customs, sanctions, anti-money-laundering, anti-bribery and anti-corruption laws relevant to the Contract.

41.2 The Customer must not export, re-export, transfer or use Goods contrary to applicable restrictions and must provide accurate end-user, destination and intended-use information reasonably requested by Mizen.

41.3 Mizen may screen transactions and refuse or suspend supply where it reasonably suspects a legal or compliance risk. Mizen is not liable for resulting delay or non-performance.

41.4 The Customer warrants that neither it nor, to its knowledge, the intended end user is a prohibited or sanctioned person and that Goods will not be used for a prohibited purpose.

42. FORCE MAJEURE

42.1 Mizen is not liable for delay or failure caused by an event beyond its reasonable control, including natural disaster, fire, flood, earthquake, war, terrorism, epidemic, pandemic, industrial dispute, cyberattack, utility or communications failure, transport disruption, port congestion, shortage, supplier failure, governmental action, customs delay, export or import restriction, or inability to obtain materials.

42.2 The affected obligation is suspended for the duration of the event. Mizen may allocate available stock and capacity among customers in a manner it reasonably considers fair.

42.3 If the event continues for more than one hundred and eighty (180) days and materially prevents performance, either party may terminate the affected unperformed portion by written notice. The Customer must pay for Goods procured and Services performed before termination, including non-cancellable commitments.

43. DISPUTE RESOLUTION AND GENERAL

43.1 A party claiming a dispute must give written notice describing the dispute and proposed resolution. Senior representatives must attempt in good faith to resolve it by negotiation.

43.2 If unresolved within twenty (20) Business Days after notice, either party may propose mediation in New Zealand before commencing substantive court proceedings. Participation in mediation requires both parties' agreement.

43.3 Nothing prevents a party from seeking urgent interlocutory or injunctive relief, recovering an undisputed debt, enforcing a security interest or preserving a limitation period.

43.4 The Contract and Website use are governed by New Zealand law, and the parties submit to the exclusive jurisdiction of the New Zealand courts.

43.5 Notices must be in writing and delivered by hand, courier, registered post or email to the most recent address notified by the recipient. An email is deemed received when capable of being retrieved at the recipient's nominated address, unless the sender receives a delivery-failure notice.

43.6 The Customer or User may not assign, novate or transfer rights without Mizen's prior written consent. Mizen may assign a Contract to a related company, financier or purchaser of its business or assets.

43.7 A failure or delay to exercise a right is not a waiver. A waiver must be in writing. If a provision is invalid or unenforceable, it is read down or severed and the remainder continues in force.

43.8 These Terms and the documents identified in clause 1.5 constitute the entire agreement concerning each Contract. For Website use, these Terms together with any policy expressly incorporated by reference constitute the entire agreement on that subject.

43.9 Mizen may amend these Terms for future Orders and Website use by publishing or issuing an updated version. An amendment does not retrospectively alter an existing Contract unless agreed in writing.

43.10 Electronic signatures, approvals and records may be used. Nothing creates a partnership, joint venture, agency, fiduciary relationship or employment relationship.

43.11 The Customer warrants that it has authority to enter the Contract and is solvent. If acting as trustee, it warrants that it has full power to bind the trust and an unrestricted right of indemnity from trust assets, and enters both personally and as trustee.

43.12 The Customer must give Mizen at least fourteen (14) days' prior written notice of a proposed material change in ownership, control, trustee, legal name, address or contact details, and remains liable for loss reasonably caused by failure to notify.

43.13 Mizen may correct an inadvertent clerical, administrative or documentary error. Unless caused by Mizen's negligence or wilful misconduct, such an error does not invalidate the Contract or entitle the Customer to treat it as repudiated.

44. CONTACT AND CORPORATE DETAILS

44.1 Business Name: Mizen Automation Limited

44.2 New Zealand company number: 4956179

44.3 New Zealand Business Number (NZBN): 9429041091166

44.4 GST number: 113-458-852

44.5 Registered office and address for service: 18 Lorne Street, Dunedin, New Zealand

44.6 Website: www.mizenautomation.com

44.7 Email: sales@mizenautomation.com

44.8 Phone: +64 3 964 0692

END OF TERMS AND CONDITIONS