

GREENWOOD TERMS OF SALE

In these Terms of Sale we have used **we**, **us** and **our** to refer to Arm Thirteen Limited trading as GreenWood, and **you** to refer to our Customer. By ordering Goods and/or Services from us you agree to these Terms of Sale.

1. MATERIALS SUPPLIED

1.1 If applicable, we will supply fully detailed consent-ready plans including specifications and Producer Statement, BC application form (if applicable), site plan (if applicable) and, if required, a Step by Step GreenWood Shed Assembly Guide. Component products supplied, (for a standard GreenWood shed) will typically include H5 treated poles, H3 treated timber, hardware, cladding items as specified including all fixings required. Extra items will be supplied by us if applicable and quoted. We reserve the right to modify specifications from time to time. For example, "Coloursteel" or "coloursteel" is a generic reference to coloured / pre-painted steel sheet cladding. GreenWood supplies Colorsteel® or ColorCote® or other brands of coloursteel and may choose to supply any brand of coloursteel depending on availability, our supplier and location. Further, "zincalume" is also a generic reference to zinc-coated steel sheet cladding. Various manufacturers have different trademarked names for the generic "zincalume" product and GreenWood may supply from one of several suppliers depending on location and availability.

2. OWNERSHIP

2.1 Ownership of the Goods supplied under these Terms of Sale remains with us until payment for the Goods is made in full and you have performed all your other obligations under these Terms of Sale.

3. DELIVERY AND COMPLETION

- 3.1 Any time stated for delivery or completion is provisional and approximate only, and such time shall not be of the essence.
- 3.2 We will not be liable in any way for any delay, harm or loss suffered by you, however caused. This includes no liability (including direct or consequential costs or for liquidated or general damages) whatsoever for us including if a delivery date or completion date or any other date is not met, for whatever reason.
- 3.3 Delivery of all Goods will be deemed to be completed upon collection of the Goods by you, or delivery of the Goods by or to you, or delivery of the Goods to you or to a carrier nominated (as applicable) (**Delivery**).
- 3.4 Completion is the day on which the building has been delivered by us or assembly completed by us (whichever applies) (**Completion**).
- 3.5 If delivery was not able to have been made within two months of the deposit paid date or the date of the accepted quote, for whatever reason, we reserve the right to re-price freight or materials (particularly if any inflation applies) or any other costs quoted or estimated at our sole discretion. We will provide general evidence and justification for the increase, if applicable. Further, if freight or trucking companies pass on cost increases (or decreases) we reserve the right to pass this cost / credit on even if the increase is inside the two months stated in this clause (for example, FAF-related charges by trucking firms and suppliers).
- 3.6 If we have quoted for some or all items as delivered to your property, then good, unrestricted, safe and all-weather access is required for large trucks.
- 3.7 If a delivery is not able to be made and should the driver determine the site is not accessible, at the driver's sole discretion, the Goods will be unloaded as close to the property as possible or to a nearby depot for you to collect at your cost.
- 3.8 Any right that you may have to reject non-conforming, defective, faulty, damaged, incorrect or incomplete goods or out of specification delivery or services or claim for materials allegedly not delivered shall only be effective if you notify us in writing immediately (within 48 hours) following Delivery and we are given the opportunity to inspect the Goods on site where the goods were delivered or Services were performed (as relevant). If goods are non-conforming GreenWood agrees to return any such goods at GreenWood's expense. If no notification is made within this time period we will assume the Delivery is in full, in spec, accurate, and in good condition. Please note regarding doors: when doors are delivered they must be inspected immediately on delivery for any damage. If a client is collecting door(s) the packaging and door are to be inspected at the pickup / collection point before being loaded. Do not collect if any sign of damage. After delivery of the door(s) the recipient MUST remove the door packaging, inspect the door thoroughly, and if the door(s) is in good condition store the door in a safe place ready for installation. Any damage MUST be notified to GreenWood in writing immediately. No claims for damage will be accepted unless this process is followed.
- 3.9 GreenWood reserves the right not to deliver goods when there is debt outstanding to GreenWood.
- 3.10 The Delivery service from us is not available to some islands, including any Hauraki Gulf Island, Stewart Island, Great Barrier Island, or Pacific Island, or Chatham Island. Instead, we will deliver to the nearest NI or SI depot, normally a port, for your arrangement/collection.

4. TITLE AND RISK

- 4.1 Risk in respect of all Goods passes immediately to you when the Delivery of the Goods is deemed to have been Completed.
- 4.2 You will insure the Goods for their full price, and will not sell, dispose or part with possession of the Goods or do anything else inconsistent with our ownership of the Goods while the Goods are still under our ownership.
- 4.3 You will not sell, dispose or part with possession of the Goods or do anything else inconsistent with our ownership of the Goods until the title and ownership of the Goods passes to you.

5. RETURNS

5.1 We may at our sole discretion accept returns. We will only accept returns of Goods that are part of our usual stock and readily sold and not custom made, and only if the Goods are in the same repair and condition as when supplied and you will pay for the return of those Goods. All returns must be made within seven working days of Delivery or such longer terms as we may agree in writing.

6. TERMS OF PAYMENT AND PRICES

- 6.1 All prices and estimates shall be as set out in a written quote (**Quote**) and excludes GST and other taxes which are payable by you, unless specifically stated otherwise.
- 6.2 To confirm a purchase, the payment process/order confirmation will be as follows for customers without an account:
 - (a) **Payment #1:** A non-refundable deposit (or a written request to order a shed) is required to confirm any purchase. The deposit is normally 10-15% of the purchase price. If a purchase requires the production of specialist, make-to-order items, we may also require payment to cover these items before production.
 - (b) **Payment #2:** The balance of the purchase price (including any variations to price), is to be made before the Goods are collected or despatched for Delivery (if we are delivering your products).
- 6.3 All payments will be made without set-off or deduction of any kind.
- 6.4 If you advise us you wish to order a GreenWood product through a merchant (e.g Farmlands, PGG Wrightson Limited), we will advise the merchant and you, in writing, of the purchase and the deposit to be placed on your account at the merchant (payment of the deposit is not required to confirm an order via a merchant). Payment plans may vary for some projects, especially larger projects which normally require a greater number of smaller payments as a means of minimising risk for you.
- 6.5 Any variation to these payment terms must be agreed in writing by both parties.
- 6.6 Errors or omissions made by us in any pricing, quoting, invoicing or design are subject to correction by us.
- 6.7 Without prejudice to any other rights, we may set off any debts or liabilities of you to us against any monies payable by us to you.
- 6.8 When pricing, we will always apply "good faith" and quote a project based on our interpretation of the information we have received from you. We take no responsibility for quoting, designing, supplying or building other than what we have quoted.
- 6.9 It is your responsibility to check all loadings (including, but not limited to, wind, snow and ground conditions), specifications and dimensions meet their requirements, and if not, to inform us in writing and for us to acknowledge receipt of this instruction from you in writing.
- 6.10 It is your responsibility to ensure the design is sufficient for your expected and any future end use of the Goods.
- 6.11 All council and local authority fees, including council-enforced costs such as inspections (by any party), are payable by you.

7. BUILDING ASSEMBLY

- 7.1 During the construction process, the building site will be managed by your builder and/or by you. We have no responsibility or liability for the on-site activity including Health and Safety. Please note that you contract the builder directly and the builder is not a contractor of us.
- 7.2 You shall supply safe storage on site and suitable access at all times.
- 7.3 We have no responsibility for any on-site activity or construction.
- 7.4 Most of our buildings or bridges require Building Consent approval from your local authority as final approval before construction.
- 7.5 Please note regarding an assembly estimate provided by us to you:
 - (a) is provisional only and is to serve as a guide to your costs;
 - (b) is based on the main shed quoted (i.e. installing the materials supplied by us and included in our Quote) and subject to our terms and conditions;
 - (c) includes drilling / digging holes (assuming no rock or heavy boulders or other obstacles in ground requiring heavier digging gear at extra cost – occasionally in difficult conditions specialist drilling machinery is required involving extra cost that will be charged for), concrete for pole holes (based on max 0.40m³ per hole), full shed assembly (of materials quoted by us), assumes level site;
 - (d) roller doors – the warranty for roller doors applies only if the door(s) are installed by a door professional approved by the door supplier. Our assembly estimate includes the use of an approved installer.
 - (e) is subject to any unforeseen change in the plans that may be requested by the local district council or engineer and the design is subject to engineering.
 - (f) no site security fencing allowed for, if needed.
 - (g) a site visit by us or one of our recommended builders is always possible. If required, there will be cost of min \$100 + gst, plus excess travel if any. Note – the builder will deal directly with you, and invoice you. While we recommend builders, we are not part of the contract between you and the builder. This estimate is for your budgeting purposes only.

Also:

- (a) The site must have good access for deliveries and standard-size concrete trucks.
- (b) Power and hose water to be available on site or very nearby for builders.
- (c) No allowance for site works, removal of fill, packaging, waste or offcuts. No concrete pad allowed for unless specifically noted as included in the costings on the shed quote.
- (d) Invoicing and contract
 - o We will supply and invoice you for the kitset and plans.
 - o Re the assembly / concrete pad –the builder will deal directly with and invoice directly to you regarding the assembly and pad, with us in the background. We will advise them of the estimate cost and they can confirm directly to you. We work regularly with 26-28 builders all over NZ and have a sound understanding of their costs. Every builder recommended by us to you will be experienced in building Greenwood sheds.
- (e) CONCRETE PAD (if required) - 100mm 20MPA Concrete pad (with polythene, 668 steel mesh (if 665 mesh preferred or required please add \$2 + gst / m²), foundations under door openings). Price includes digging foundations where needed, laying polythene, pouring / levelling / floating / cutting pad on suitably prepared site. Most of the builders we work regularly with use professional concrete placers to ensure a higher quality surface finish. Please confirm if this is required (normally no extra cost), and we will instruct the builder accordingly. Note - this cost for the concrete pad cost EXCLUDES site works (if required) and EXCLUDES fill and fill compaction under pad (if required).
- (f) It shall be the your responsibility to make known to the us the true boundaries of the land and the location of all survey pegs and existing Services and to pay all survey or other associated costs therein.

- (g) You warrant that you are entitled to erect a building on the property specified and agrees to indemnify the contractor against any actions brought by any other person in respect of alleged unlawful positioning of the building or alleged encroachment of the building on any adjoining site.
- (h) Level site - You warrant to the us that:
- The site for the slab / building and balance of section is clear, level, firm (ie firm for vehicle access and movement) and accessible.
 - The site preparation can be completed with normal manual hand tools, equipment and machinery.
 - There are no underground pipes, drains or cables affecting the site.
 - The site is free from debris, trees, rock and other impediments prior to immediate commencement of construction.
 - There is clear access for a truck to unload the components and other building materials directly to the site.
 - If any of the above warranties are not true, you will pay to us any additional costs for the necessary variations, delays and extra work performed during this contract including the cost of hiring a generator.
 - Unless expressly and explicitly noted in the quote, the actual costs for Site Works and Drainage may vary to PC Sums or estimates provided given the nature of this work. Any Site works or Drainage costs not allowed for will be on-charged to the Principal on an "open-book" basis.
 - We will not be liable to you for any damage caused to any underground pipes, drains, cables or to paths, lawns, fences, gates or to other buildings or fixtures on your land.

8. ENTIRE AGREEMENT

- 8.1 These Terms of Sale, coupled with the accepted Quote and approved and correct plans and consents (if applicable) constitute the entire agreement between the parties and takes precedence over all other communications between the parties. It is therefore essential that all your specifications, particularly those that are non-standard specifications or fundamental to your end use, are noted specifically in writing and explicitly on the approved plans.
- 8.2 Variations to the Goods and Services can be made at our discretion, and if so, a cost will be payable by you. All variations will be acknowledged by us in writing, normally via an invoice or otherwise.
- 8.3 No third party, servant or agent of the contractor is deemed to have any authority to make any representations or agreements contrary to these Terms of Sale.
- 8.4 Once the plans are submitted to you or council for consent, they will be regarded as full, final and accurate plans. However, if there is a discrepancy between the plans and the accepted quote, we reserve the right to adjust the plans and/or the quote and/or the specifications to amend.
- 8.5 If there is any discrepancy between the plans and specifications, the plans shall take precedence.

9. CANCELLATION

- 9.1 In the event you cancel the contract, you must immediately pay us all direct and/or incurred and/or out-of-pocket costs relating to the project, Goods and Services, including administration costs, due up to the date of cancellation. It is accepted that in the event you cancel the contract GreenWood may request loss-of-profit compensation.

10. DISPUTED INVOICES/PAYMENT CLAIMS

- 10.1 All invoices/payment claims are issued under the Construction Contracts Act 2002. If you dispute an invoice/payment claim, you must, on receipt of the invoice/payment claim, refer to the Ministry of Business Innovation and Employment form Section 20, under the link <https://www.building.govt.nz/assets/Uploads/projects-and-consents/forms/Form-1-Information-that-must-accompany-all-payment-claims.pdf>.
- 10.2 If you wish to dispute an invoice/payment claim, you must issue a valid payment schedule within 10 working days after receiving the invoice/payment claim.
- 10.3 In the event of a dispute, you agree to pay us as invoiced for the project, Goods and Services by the due date, and the dispute can then follow the appropriate process as set out in clause 22 of these Terms of Sale.

11. WARRANTIES

- 11.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may impose warranties, conditions or obligations on us which cannot by law (or which can only to a limited extent by law) be excluded. We exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.
- 11.2 Where you acquire Goods and/or Services from us for the purposes of a business:
- (a) the parties acknowledge and agree that:
 - i. you are acquiring the Goods and/or Services covered by these Terms of Sale for the purposes of a business in terms of sections 2 and 43(2) of the Consumer Guarantees Act 1993;
 - ii. the Goods and/or Services are both supplied and acquired in trade from the purposes of the Fair Trading Act 1986 and the parties agree to contract out of sections 9 (Misleading and deceptive conduct generally), 12A (Unsubstantiated representations), and 13 (False or misleading representations); and
 - (b) you agree that all warranties, conditions, and other terms implied by the Consumer Guarantees Act 1993 or sections 9, 12A, and 13 of the Fair Trading Act 1986 are excluded from these Terms of Sale to the fullest extent permitted by law and the parties further acknowledge and agree that it is fair and reasonable that the parties are bound by this clause.
- 11.3 GreenWood source products from a variety of suppliers and manufacturers and others. Their product warranties, limitations and recommendations and any product maintenance schedules will apply.

12. LIMITATION OF LIABILITY

- 12.1 Except to the extent that the law prevents us from excluding liability and as expressly provided for in clause 12.3, we will not be liable for any loss or damage or liability of any kind whatsoever (including consequential loss or lost profit or business) whether suffered or incurred by you or another person and whether in contract, or tort (including in negligence), or otherwise and whether such loss or damage arises directly or indirectly from Goods provided by us to you.
- 12.2 You will indemnify us against all claims and loss of any kind whatsoever however caused or arising which is brought by any person in connection with any matter, act, omission, or error by us, our agents or employees in connection with the project, Goods and Services.
- 12.3 To the extent that we are liable for any reason for any loss suffered or liability incurred by you arising from any breach of these Terms of Sale or for any other reason, such liability is limited to the price of the Goods or Services under the relevant invoice/payment claim to which the Goods or Services giving rise to a claim relate.
- 12.4 Roof pitch – the minimum roof pitch for corrugate cladding is stated as 8 degrees in the Building Code and by manufacturers. However, this limitation primarily applies to homes and other Importance Level 2 buildings. It is widely practised for sheds and other Importance Level 1 buildings with corrugate roofing to have a roof pitch of less than 8 degrees and if so all risk and liability from this is accepted by the client / owner.
- 12.5 PGG Wrightson Limited is one of our agents for GreenWood sheds, bridges and yards sold in New Zealand. It is your responsibility to ensure assumed loadings are applicable and correct. PGG Wrightson Limited is not liable to you or any third party in any way (including tort and equity) or for any loss (including indirect and consequential) in connection with our product or this contract and you agree not to make any claim against PGG Wrightson Limited. It is your responsibility to ensure the wind, ground and snow loadings allowed for meet the site requirements, and it is your responsibility to ensure all council and code requirements are met and complied with (and in particular Building Consent Exemption regulations).

13. DEFAULT

- 13.1 You will be in Default if:
- (a) you fail to pay any money due under these Terms of Sale by the due date for payment;
 - (b) you sell, part with possession or dispose of any Goods or do anything inconsistent with our ownership of the Goods prior to making payment in full to us;
 - (c) we believe you have committed or will commit an act of bankruptcy, have had or are about to have a receiver or liquidator appointed, or are declared insolvent;
 - (d) an event or a series of events (whether related or not) occurs which, in our opinion, may cause a material adverse change in your ability to meet your obligations to us;
 - (e) the Goods are at risk, as that term is defined in the PPSA;
 - (f) you are otherwise in breach of your obligations under these Terms of Sale.
- 13.2 If any of the events described in clause 13.1 occur, in addition to any remedies we may have at law, we may do one or more of the following:
- (a) suspend or terminate your contract with us;
 - (b) charge you default interest at 7.5% per annum above the overdraft rate charged by our bank calculated on a daily basis from the due date until the date payment is received;
 - (c) require you to remedy the default in the manner and within a period that we tell you;
 - (d) require you to pay to us all amounts you owe us immediately, including recovering from you all legal, client-solicitor and other costs incurred by us arising from the collection of the outstanding amount owing, or late payment, non-payment or other breach of these Terms of Sale by you;
 - (e) if any or all of the Goods are wholly or partially attached to, intermingled with, or incorporated in any other goods, we may at our sole discretion, disconnect, retrieve or sever the Goods in order to remove them. We will not be liable for any loss or damage to you in exercising our right under this clause;
 - (f) enforce security interests created by these Terms of Sale; and
 - (g) exercise any rights that we have under these Terms of Sale or that are available to us at law.

14. INTELLECTUAL PROPERTY

- 14.1 In respect of Intellectual Property used in or arising from the production of the Goods or the performance of the Services:
- (a) all pre-existing Intellectual Property subject of an Intellectual Property right resides with the owner as at the date of these Terms of Sale (whether you or us);
 - (b) any new Intellectual Property will be dealt with in accordance with clause 15.
- 14.2 If any Services are to be undertaken based on your designs, you warrant that the undertaking of the Services by us will not infringe any third party's Intellectual Property rights and you indemnify us against any loss, liability, costs and expenses in the event of any claim being made that the Services infringes any patent, copyright or other rights of any other person.

15. INTELLECTUAL PROPERTY OWNERSHIP

- 15.1 Subject to clause 1.1(a) we are and will remain the exclusive owner everywhere in the world of all Intellectual Property rights and interests (including copyright and all other statutory and common law rights and interests) in the Goods and Services, and any other services performed by us for you, as first owner of those Intellectual Property rights and interests.
- 15.2 We will retain exclusive worldwide ownership at all times of our artistic styles, methods of working, techniques, ideas, skills and know-how.
- 15.3 You must not attribute the Goods and Services to anyone other than us or remove any of our trade marks, signatures, logos or similar from our Goods.

16. PRIVACY OF INFORMATION

16.1 You authorise us:

- (a) to collect, retain and use information about you from any person for the purpose of assessing your creditworthiness;
- (b) to disclose information about you:
 - iii. to any person who guarantees, or who provides insurance, or who provides any other credit support, in relation to your obligations to us;
 - iv. to such persons as may be necessary or desirable to enable us to exercise any power or enforce or attempt to enforce any of our rights, remedies and powers under these Terms of Sale.

17. NOTICES

17.1 Any notice may be given by phone, in person, posted, or sent by fax or email to you (or where you are a company, to any of your directors).

18. VARIATION

18.1 We will be entitled at any time by reasonable notice in writing to you to vary any provision of these Terms of Sale. Within two days of receiving notice of any variation, you may terminate these Terms of Sale, but such termination is subject to repayment in full of any amount owing. If you do not provide notice of your intention to terminate these Terms of Sale within two days, you will have deemed to accept the variation.

19. CONFIDENTIALITY

19.1 You will at all times treat as confidential all non-public information and material received from us and must not publish, release, or disclose the same without our prior written consent. For clarity, confidential information includes any new Intellectual Property and prices.

20. COSTS

20.1 You must pay our costs (including legal costs, as between solicitor and client) of and incidental to the enforcement or attempted enforcement of our rights, remedies and powers under these Terms of Sale.

21. PERSONAL PROPERTY SECURITIES ACT 1999 (PPSA)

21.1 All terms in this clause 21 have the meaning given in the PPSA and section references will be to sections of the PPSA.

21.2 Clause 2.1 creates a security interest in Goods we supply to you.

21.3 You will not grant any other security interest or any lien over Goods that we have a security interest in.

21.4 At our request you will promptly sign any documents and do anything else required by us to ensure that our security interest constitutes a first ranking perfected security interest in the Goods.

21.5 We may at any time enter your premises and properties to uplift Goods that we have a security interest in.

21.6 If Goods that we have a security interest in are processed, included or dealt with in any way causing them to become accessions, processed or commingled Goods, our security interest will continue in the whole in which they are included. You will not grant any other security interest or any lien in either the Goods or in the whole.

21.7 You waive any rights you may have under sections 114(1)(a), 116, 120(2), 121, 125, 129, 131, and 133 of the PPSA.

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

21.9 You will give us prior written notice of a proposed change of your name or address.

21.10 You will indemnify and on demand reimburse us for all expenses incurred in registering a financial statement or financing change statement on the PPSA register or releasing any materials charged.

22. DISPUTES

22.1 Any claim or dispute arising under these Terms of Sale will be determined by arbitration under the Arbitration Act 1996 if the parties are unable to resolve such dispute themselves within one (1) month of the dispute arising. However, nothing in this clause prevents either party from taking immediate steps to seek any equitable relief before the New Zealand Courts.

23. JURISDICTION

23.1 These Terms of Sale are governed by and construed according to the laws of New Zealand and, subject to clause 18, the parties submit to the exclusive jurisdiction of the courts of New Zealand in respect of any dispute or proceeding arising out of these Terms of Sale.

23.2 The UN Convention on Contracts for the International Sale of Goods does not apply to, and is expressly excluded from, these Terms of Sale.

24. MISCELLANEOUS

24.1 We may photograph the supplied product (for example a GreenWood shed) and use the photographs for promotional purposes.

24.2 It is your responsibility to ensure the contracted project's specifications and dimensions (including clearances) of buildings, and colours of materials ordered meet their requirements and are accepted.

24.3 All dimensions are nominal only and any specific or exact dimensions or specifications must be clearly noted as "exact size" or "exact specification" on the Quote, plans and / or specifications.

24.4 Unless specified, doors are not wind rated and motorised doors are not remote operated unless remotes are part of our supply.

24.5 Quotes are based on level site and "Good Ground" assumed.

24.6 By confirming a purchase of a GreenWood Shed with us, you have accepted these Terms of Sale.

25. STANDARDS AND COLOURS

25.1 Unless otherwise specified, the building or product will be designed and supplied assuming our standard designs, colours and specifications apply. Note that some coloursteel colours have proprietary or Trademarked names and the same colour name cannot be used by all

suppliers of coloursteel. GreenWood reserves the right to interchange from one colour to an equivalent colour-matched colour from a different supplier.

- 25.2 You are assumed to have viewed our designs and agree to accept the selected design, specifications and colours.
- 25.3 Our suppliers do issue product warranties on most products we supply. Colours can change, be deleted or in some way become unavailable without notice, and you accept there is no liability on us in this event.

26. AGGRESSIVE ENVIRONMENTS

- 26.1 We will not be liable for the performance of coated or other metal products used in aggressive environments.
- 26.2 Materials used in salt-spray areas, for example, will have reduced lifespan and may require regular maintenance which could include the maintenance and / or repair of coatings within the design life period.
- 26.3 It is your responsibility to ensure the dimensions, loadings, colours and design and specifications are suitable for the site and proposed building use.

27. FORCE MAJEURE

- 27.1 We accept no liability for defects, delays in the delivery or supply of Goods or Services by reason of loss in transport, lock-out, strike, earthquake, fire, epidemic, acts of god or other cause beyond its control.

28. ASSIGNMENT

- 28.1 Neither party may subcontract or assign any of its rights, powers or obligations under these Terms of Sale without the prior written consent of either party.

29. DEFINITIONS

- 29.1 In these Terms of Sale, unless the context otherwise requires:
 - (a) **Goods** has the meaning given to it in the Personal Property Securities Act 1999.
 - (b) **Greenwood** means Arm Thirteen Limited trading as Greenwood.
 - (c) **Intellectual Property** includes all intellectual property rights (including without limitation copyright, patent and design rights, drawings, documents, data, ideas, procedures and calculations).
 - (d) **Services** means our performance of Services for you, and the production or supply of any Goods by us as part of or related to such Services.
 - (e) The rule of construction known as the contra proferentem rule does not apply to these Terms of Sale.
 - (f) Words referring to the singular include the plural and vice versa.
- 29.2 Any reference to a party includes:
 - (a) that party's executors, administrators, or permitted assigns; or
 - (b) if a company, limited partnership, or any other body corporate, its successors or permitted assigns or both.
 - (c) Clause headings are for reference only.
 - (d) References to clauses are references to clauses of these Terms of Sale.
 - (e) References to money will be New Zealand currency, unless specified otherwise.
 - (f) Expressions referring to writing will be construed as including references to words printed, typewritten or otherwise visibly represented, copied or reproduced (including by fax or email).
 - (g) References to statutory provisions will be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time.