

## Maximum buried cover depth over top of tanks

- 1200 Diameter: Maximum buried cover depth is 900mm  
Standard riser height: 650mm, can be extended to higher on request.
- 645 / 800 / 1000mm Diameter: Maximum buried depth is 900mm Standard riser height: 350mm, can be extended to higher on request.
- If you need to bury your tank deeper than above please speak to us about our heavy duty StormLite<sup>3</sup> tanks.



## Avoid Tanks Floating!

- If possible lay punched drain coil / nova coil in the bottom of excavation to drain water away.
- Backfill and compact around and above tank using eg. Gap10 or Gap 20 - Not clay or soil!
- Fill tank with water during installation.
- Talk to APD about ground anchors if there is a high water table issue at your site.

## Residential Lawn Installation

**Standard Cover: 150mm Compacted Hard Fill + 200mm Soil = 350mm Total**

1. For 1200 diameter tanks, the riser can be cut down to suit finished ground level.
  2. **Ground Anchors: If your site requires less than 350mm cover and/or has a high water table please contact APD.**
- \* Detailed installation drawings are available on request from APD.



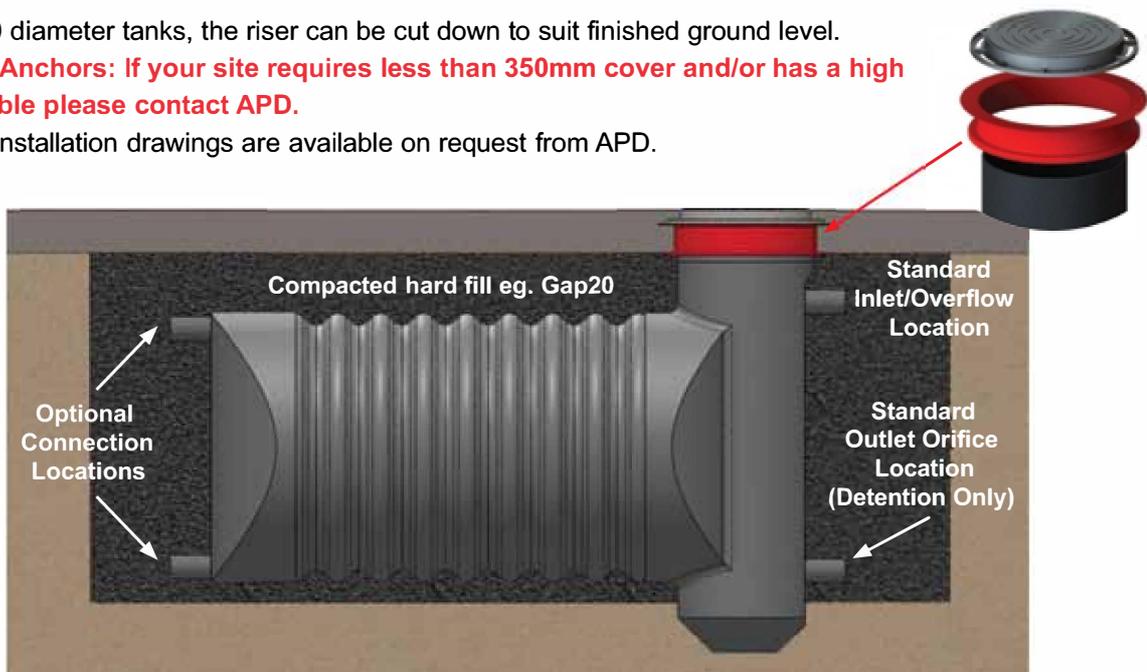
## Important

For safety reasons the tank lid must be securely fastened with the 3 screws provided.

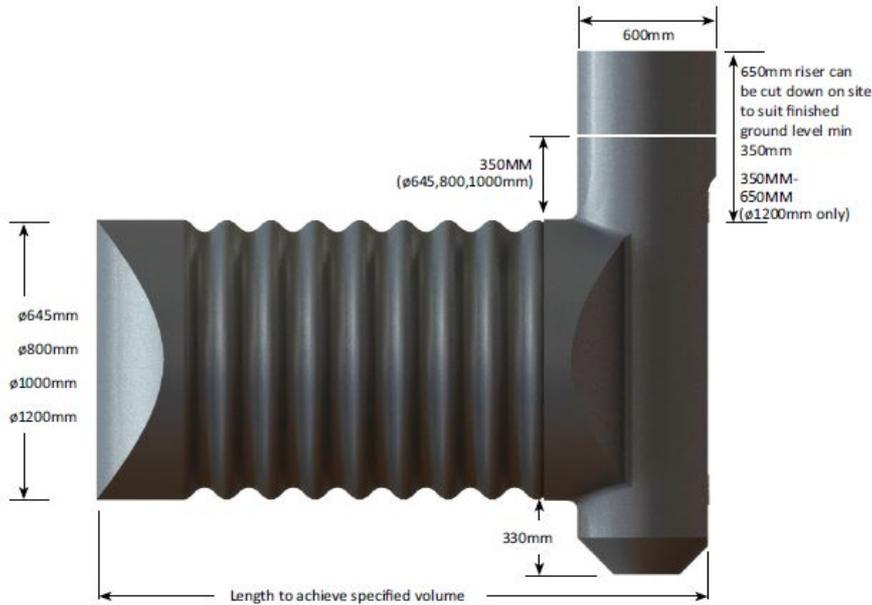
## Driveway Installation

**Cover Requirements: Compacted Hard Fill + Concrete Thickness = 350mm Min Total Cover**  
**200mm Thick Reinforced Concrete Over Tank - Residential Driveway**  
**250mm Thick Reinforced Concrete Over Tank - Commercial Driveway**

1. For 1200 diameter tanks, the riser can be cut down to suit finished ground level.
  2. **Ground Anchors: If your site requires less than 350mm cover and/or has a high water table please contact APD.**
- \* Detailed installation drawings are available on request from APD.



## Standard StormLite Tank Dimensions



## Standard Connection Locations Below (For Detention)

- Holes to be drilled on site by plumber / drainlayer
- Fittings kit supplied



## Tank accessories



Garden Lid



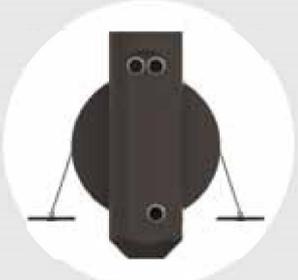
Adjustment ring for driveway or concrete install



Standard 100mm fittings kit (150mm available on request)

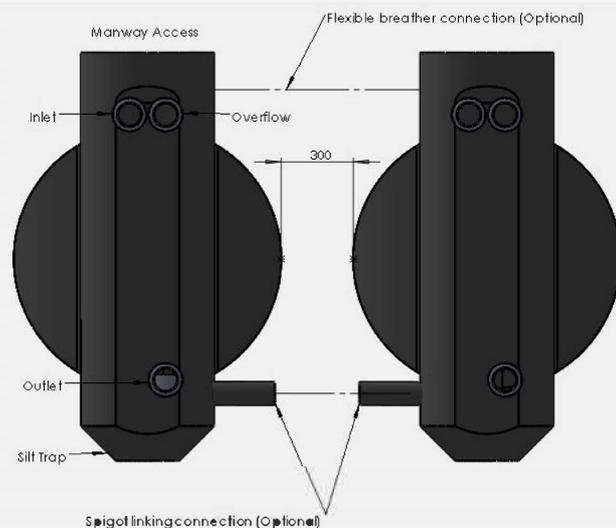


Optional pre-welded connecting and joining spigots



Optional Anti-Buoyancy Ground Anchors

## Joining Spigot Options For Multiple Tanks



# APD Limited – Terms & Conditions of Trade

<p><b>1. Definitions</b></p> <p>1.1 "Agent" means APD Limited, its successors and assigns or any person acting on behalf of and with the authority of APD Limited.</p> <p>1.2 "Customer" means the person buying the Goods as specified in any invoice, document or order and if there is more than one Customer is a reference to each Customer jointly and severally.</p> <p>1.3 "Goods" means all Goods or Services supplied by the Agent to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).</p> <p>1.4 "Price" means the Price payable for the Goods as agreed between the Agent and the Customer in accordance with clause 5 below.</p> <p><b>2. Acceptance</b></p> <p>2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.</p> <p>2.2 These terms and conditions may only be amended with the Agent's consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and the Agent.</p> <p><b>3. Electronic Transactions Act 2002</b></p> <p>3.1 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 22 of the Electronic Transactions Act 2002 or any other applicable provisions of that Act or any Regulations referred to in that Act.</p> <p><b>4. Change in Control</b></p> <p>4.1 The Customer shall give the Agent not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address, contact phone or fax number, or business practice). The Customer shall be liable for any loss incurred by the Agent as a result of the Customer's failure to comply with this clause.</p> <p><b>5. Price and Payment</b></p> <p>5.1 At the Agent's sole discretion the Price shall be either:</p> <p>(a) as indicated on any invoice provided by the Agent to the Customer; or</p> <p>(b) the Price as at the date of delivery of the Goods according to the Agent's current price list; or</p> <p>(c) The Agent's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.</p> <p>5.2 The Agent reserves the right to change the Price if a variation to the Agent quotation is requested. Any variation from the plan of scheduled works or specifications (including, but not limited to, any variation as a result of additional works required after an inspection due to unforeseen circumstances such as poor weather conditions, limitations to accessing the site, blockages and/or breakages in pipes or as a result of any increase to the Agent's in the cost of materials and labour) will be charged for on the basis of the Agent's or quote and will be shown as variations on the invoice. Payment for all variations must be made in full at their time of completion.</p> <p>5.3 At the Agent's sole discretion a non-refundable deposit may be required.</p> <p>5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by the Agent, which may be:</p> <p>(a) on delivery of the Goods;</p> <p>(b) before delivery of the Goods;</p> <p>(c) by way of instalments/progress payments in accordance with the Agent's payment schedule;</p> <p>(d) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;</p> <p>(e) the date specified on any invoice or other form as being the date for payment; or</p> <p>(f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by the Agent.</p> <p>5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to three and a half percent (3.5%) of the Price), or by any other method as agreed to between the Customer and the Agent.</p> <p>5.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to the Agent an amount equal to any GST the Agent must pay for any supply by the Agent under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.</p> <p><b>6. Provision of the Services</b></p> <p>6.1 Delivery ("Delivery") of the Goods is taken to occur at the time that:</p> <p>(a) the Customer or the Customer's nominated carrier takes possession of the Goods at the Agent's address; or</p> <p>(b) the Agent (or the Agent's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.</p> <p>6.2 At the Agent's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.</p> <p>6.3 The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then the Agent shall be entitled to charge a reasonable fee for redelivery and/or storage.</p> <p>6.4 Any time specified by the Agent for provision of the Services is an estimate only and the Agent will not be liable for any loss or damage incurred by the Customer as a result of any delay. However both parties agree that they shall make every endeavour to enable the Services to be provided at the time and place as was arranged between both parties. In the event that the Agent is unable to provide the Services as agreed solely due to any action or inaction of the Customer then the Agent shall be entitled to charge a reasonable fee for re-providing the Services at a later time and date.</p> <p>6.5 It shall be the Customer's responsibility to ensure that prior to commencement of the Services that the Agent is advised of the precise location of all known underground services, and asbestos and/or hazardous materials (and that these are clearly marked) on site. The underground mains and services the Customer must identify include, but are not limited to, electrical services, gas services, sewer services, pumping services, sewer connections, sewer sludge mains, water mains, irrigation pipes, telephone cables, fibre optic cables, oil pumping mains, and any other services that may be on site. Whilst the Agent will take all care to avoid damage to any underground services the Customer agrees to indemnify the Agent in respect of all and any liability claims, loss, damage, costs and fines as a result of damage to services not precisely located and notified by the Customer.</p> <p><b>7. Risk</b></p> <p>7.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.</p> <p>7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, the Agent is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by the Agent is sufficient evidence of the Agent's rights to receive the insurance proceeds without the need for any person dealing with the Agent to make further enquiries.</p> <p>7.3 If the Customer requests the Agent to leave Goods outside the Agent's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.</p> <p>7.4 Where the Customer is to supply the Agent with any design specifications (including, but not limited to CAD drawings) the Customer shall be responsible for providing accurate data. The Agent shall not be liable whatsoever for any errors in the Goods that are caused by incorrect or inaccurate data being supplied by the Customer.</p> <p><b>8. Access</b></p> <p>8.1 The Customer shall ensure that the Agent has clear and free access to the nominated site at the time of providing the Services to enable them to do so. The Agent shall not be liable for any loss or damage to the site during and after the provision of the Services (including, without limitation, damage to pathways, driveways and concreted or paved or grassed areas, and site equipment such as septic tanks), unless due to the negligence of the Agent. The Customer acknowledges that any claim made to the Agent for damage to the site or site equipment, must be lodged with the Agent within twelve (12) hours of completion of the Services.</p> <p>8.2 The Agent reserves the right to refuse to enter the nominated site to provide the Services in the event that the Agent believes the site to be unsafe. In this event, the Customer agrees that it is their responsibility to ensure the site is made safe before the Agent will enter the site, and the Agent shall not be liable for any delays caused, loss, damages, or costs however resulting from an unsafe site.</p> <p><b>9. Insurance</b></p> <p>9.1 The Agent shall have public liability insurance of at least \$5m. It is the Customer's responsibility to ensure that they are similarly insured.</p> <p><b>10. Title</b></p> <p>10.1 The Agent and the Customer agree that ownership of the Goods shall not pass until:</p> <p>(a) the Customer has paid the Agent all amounts owing to the Agent; and</p> <p>(b) the Customer has met all of its other obligations to the Agent.</p> <p>10.2 Receipt by the Agent of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.</p> <p>10.3 It is further agreed that:</p> <p>(a) until ownership of the Goods passes to the Customer in accordance with clause 10.1 that the Customer is only a bailee of the Goods and must return the Goods to the Agent on request.</p>	<p>(b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for the Agent and must pay to the Agent the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.</p> <p>(c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for the Agent and must pay or deliver the proceeds to the Agent on demand.</p> <p>(d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of the Agent and must sell, dispose of or return the resulting product to the Agent as it so directs.</p> <p>(e) the Customer irrevocably authorises the Agent to enter any premises where the Agent believes the Goods are kept and recover possession of the Goods.</p> <p>(f) the Agent may recover possession of any Goods in transit whether or not delivery has occurred.</p> <p>(g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of the Agent.</p> <p>(h) the Agent may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.</p> <p><b>11. Personal Property Securities Act 1999 ("PPSA")</b></p> <p>11.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:</p> <p>(a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and</p> <p>(b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to the Agent for Services – that have previously been supplied and that will be supplied in the future by the Agent to the Customer.</p> <p>11.2 The Customer undertakes to:</p> <p>(a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Agent may reasonably require to register a financing statement in any financing change statement on the Personal Property Securities Register;</p> <p>(b) indemnify, and upon demand reimburse, the Agent for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;</p> <p>(c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of the Agent; and</p> <p>(d) immediately advise the Agent of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.</p> <p>11.3 The Agent and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.</p> <p>11.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.</p> <p>11.5 Unless otherwise agreed to in writing by the Agent, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.</p> <p>11.6 The Customer shall unconditionally ratify any actions taken by the Agent under clauses 11.1 to 11.5.</p> <p><b>12. Security and Charge</b></p> <p>12.1 In consideration of the Agent agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).</p> <p>12.2 The Customer indemnifies the Agent from and against all the Agent's costs and disbursements including legal costs on a solicitor and own Customer basis incurred in exercising its rights under this clause.</p> <p>12.3 The Customer irrevocably appoints the Agent and each director of the Agent as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 12 including, but not limited to, signing any document on the Customer's behalf.</p> <p><b>13. Customer's Disclaimer</b></p> <p>13.1 The Customer hereby disclaims any right to rescind, or cancel any contract with the Agent or to sue for damages or to claim restitution arising out of any inadvertent mistake or error made to the Customer by the Agent and the Customer acknowledges that the Goods are bought relying solely upon the Customer's skill and judgment.</p> <p><b>14. Defects</b></p> <p>14.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify the Agent of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford the Agent an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which the Agent has agreed in writing that the Customer is entitled to reject, the Agent's liability is limited to either (at the Agent's discretion) replacing the Goods or repairing the Goods.</p> <p>14.2 Goods will not be accepted for return other than in accordance with 14.1 above and will only be accepted provided that:</p> <p>(a) the Customer has complied with the provisions of clause 14.1; and</p> <p>(b) the Agent has agreed in writing to accept the return of the Goods; and</p> <p>(c) the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and</p> <p>(d) the Agent will not be liable for Goods which have not been stored or used in a proper manner; and</p> <p>(e) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.</p> <p><b>15. Returns</b></p> <p>15.1 Non-stocklist items or Goods made to the Customer's specifications are under no circumstances acceptable for credit or return.</p> <p><b>16. Warranty</b></p> <p>16.1 Subject to the conditions of warranty set out in clause 16.2 the Agent warrants that if any defect in any workmanship of the Agent becomes apparent and is reported to the Agent within twelve (12) months of the date of delivery (time being of the essence) then the Agent will either (at the Agent's sole discretion) replace or remedy the workmanship.</p> <p>16.2 The conditions applicable to the warranty given by clause 16.1 are:</p> <p>(a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:</p> <p>(i) failure on the part of the Customer to properly maintain any Goods; or</p> <p>(ii) failure on the part of the Customer to follow any instructions or guidelines provided by the Agent; or</p> <p>(iii) any use of any Goods otherwise than for any application specified on a quote or order form; or</p> <p>(iv) the continued use of any Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or</p> <p>(v) fair wear and tear, any accident or act of God.</p> <p>(b) the warranty shall cease and the Agent shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without the Agent's consent.</p> <p>(c) in respect of all claims the Agent shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.</p> <p>16.3 For Goods not manufactured by the Agent, the warranty shall be the current warranty provided by the manufacturer of the Goods. The Agent shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.</p> <p><b>17. Consumer Guarantees Act 1993</b></p> <p>17.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by the Agent to the Customer.</p> <p><b>18. Intellectual Property</b></p> <p>18.1 Where the Agent has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of the Agent.</p> <p>18.2 The Customer warrants that all designs, specifications or instructions given to the Agent will not cause the Agent to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify the Agent against any action taken by a third party against the Agent in respect of any such infringement.</p> <p>18.3 The Customer agrees that the Agent may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which the Agent has created for the Customer.</p> <p><b>19. Default and Consequences of Default</b></p> <p>19.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and</p>	<p>at the Agent's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.</p> <p>19.2 If the Customer owes the Agent any money the Customer shall indemnify the Agent from and against all costs and disbursements incurred by the Agent in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own Customer basis, the Agent's collection agency costs, and bank disbursement fees).</p> <p>19.3 Further to any other rights or remedies the Agent may have under this contract, if a Customer has made payment to the Agent by credit card, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by the Agent under this clause 19 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this agreement.</p> <p>19.4 Without prejudice to any other remedies the Agent may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions the Agent may suspend or terminate the supply of Goods to the Customer. The Agent will not be liable to the Customer for any loss or damage the Customer suffers because the Agent has exercised its rights under this clause.</p> <p>19.5 Without prejudice to the Agent's other remedies at law the Agent shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to the Agent shall, whether or not due for payment, become immediately payable if:</p> <p>(a) any money payable to the Agent becomes overdue, or in the Agent's opinion the Customer will be unable to make a payment when it falls due;</p> <p>(b) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or</p> <p>(c) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.</p> <p><b>20. Cancellation</b></p> <p>20.1 The Agent may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice the Agent shall repay to the Customer any money paid by the Customer for the Goods. The Agent shall not be liable for any loss or damage whatsoever arising from such cancellation.</p> <p>20.2 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by the Agent as a direct result of the cancellation (including, but not limited to, any loss of profits).</p> <p>20.3 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.</p> <p><b>21. Privacy Act 1993</b></p> <p>21.1 The Customer authorises the Agent or the Agent's agent to:</p> <p>(a) access, collect, retain and use any information about the Customer;</p> <p>(i) (including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or</p> <p>(ii) for the purpose of marketing products and services to the Customer;</p> <p>(b) disclose information about the Customer, whether collected by the Agent from the Customer directly or obtained by the Agent from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.</p> <p>21.2 Where the Customer is an individual the authorities under clause 21.1 are authorities or consents for the purposes of the Privacy Act 1993.</p> <p>21.3 The Customer shall have the right to request the Agent for a copy of the information about the Customer retained by the Agent and the right to request the Agent to correct any incorrect information about the Customer held by the Agent.</p> <p><b>22. Unpaid Seller's Rights</b></p> <p>22.1 Where the Customer has left any item with the Agent for repair, modification, exchange or for the Agent to perform any other service in relation to the item and the Agent has not received or been tendered the whole of any monies owing to it by the Customer, the Agent shall have, until such monies are paid to the Agent are paid:</p> <p>(a) a lien on the item; and</p> <p>(b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.</p> <p>22.2 The lien of the Agent shall continue despite the commencement of proceedings, or judgment for any monies owing to the Agent having been obtained against the Customer.</p> <p><b>23. Compliance with Laws</b></p> <p>23.1 Both the Agent and the Agent agree that they will at all times ensure that they comply with the provisions of all statutes, regulations and bylaws of government, local and other public authorities that may be applicable to the Services, including occupational health and safety laws relating to building/construction sites, and any other relevant safety standards or legislation, particularly those in relation to Asbestos/Hazardous Materials and the safe removal and disposal of the same. The Customer agrees to indemnify the Agent against all claims arising from health issues related to exposure to asbestos at the site.</p> <p>23.2 The Customer shall obtain (at the expense of the Customer) all licenses and approvals that may be required for the Services.</p> <p><b>24. Dispute Resolution</b></p> <p>24.1 All disputes and differences between the Customer and the Agent touching and concerning this agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996.</p> <p><b>25. Construction Contracts Act 2002</b></p> <p>25.1 The Customer hereby expressly acknowledges that:</p> <p>(a) the Agent has the right to suspend work within five (5) working days of written notice of its intention to do so if a payment claim is served on the Customer; and</p> <p>(i) the payment is not paid in full by the due date for payment and no payment schedule has been given by the Customer; or</p> <p>(ii) a scheduled amount stated in a payment schedule issued by the Customer in relation to the payment claim is not paid in full by the due date for its payment; or</p> <p>(iii) the Customer has not complied with an adjudicator's notice that the Customer must pay an amount to the Agent by a particular date; and</p> <p>(iv) the Agent has given written notice to the Customer of its intention to suspend the carrying out of construction work under the construction contract.</p> <p>(b) if the Agent suspends work, it:</p> <p>(i) is not in breach of contract; and</p> <p>(ii) is not liable for any loss or damage whatsoever suffered, or alleged to be suffered, by the Customer or by any person claiming through the Customer; and</p> <p>(iii) is entitled to an extension of time to complete the contract; and</p> <p>(iv) keeps its rights under the contract including the right to terminate the contract; and may at any time lift the suspension, even if the amount has not been paid; and an adjudicator's determination has not been complied with.</p> <p>(c) if the Agent exercises the right to suspend work, the exercise of that right does not:</p> <p>(i) affect any rights that would otherwise have been available to the Agent under the Contractual Remedies Act 1979; or</p> <p>(ii) enable the Customer to exercise any rights that may otherwise have been available to the Customer under that Act as a direct consequence of the Agent suspending work under this provision.</p> <p><b>26. General</b></p> <p>26.1 The failure by the Agent to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect the Agent's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable as to its validity, enforceability, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.</p> <p>26.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the Auckland Courts of New Zealand.</p> <p>26.3 The Agent shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by the Agent of these terms and conditions (alternatively the Agent's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).</p> <p>26.4 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by the Agent nor to withhold payment of any invoice because part of that invoice is in dispute.</p> <p>26.5 The Agent may license or sub-contract all or any part of its rights and obligations without the Customer's consent.</p> <p>26.6 The Customer agrees that the Agent may amend these terms and conditions at any time. If the Agent makes a change to these terms and conditions, then that change will take effect from the date on which the Agent notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for the Agent to provide Goods to the Customer.</p> <p>26.7 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.</p> <p>26.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.</p>
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