

## Terms & Conditions of Trade

### 1 DEFINITIONS

- 1.1 **“Aspect”** means Aspect Furniture Systems Limited (NZBN: 9429034212431), its successors and assigns or any person acting on behalf of and with the authority of Aspect Furniture Systems Limited.
- 1.2 **“Confidential Information”** means all information of a confidential nature provided by one party to another whether oral, written or embodied in any other physical or electronic form, whether in tangible form or not and whether provided before or after the commencement of the contract including information comprised of Intellectual Property Rights but does not include information which is or becomes available in the public domain (other than because of a breach this Contract) or information disclosed in compliance with any applicable laws;
- 1.3 **“Customer”** means the customer to whom Products and Services are to be supplied by Aspect including any person acting on behalf of and with the authority of the customer, and if more than one then jointly and severally.
- 1.4 **“Contract”** means any contract between Aspect and the Customer for the provision of Products and Services of which these terms and conditions form part.
- 1.5 **“Force Majeure Event”** means an act of God, fire, armed conflict, labour dispute, civil commotion, intervention of a government, inability to obtain labour, materials, facilities, accidents, interruptions of, or delay in transportation, pandemic or epidemic or any other cause beyond the control of Aspect.
- 1.6 **“GST”** means goods and services tax in terms of the *Goods and Services Tax Act 1985*.
- 1.7 **“Intellectual Property Rights”** means all of Aspect’s interest in all logos, trademarks (whether registered or unregistered), service marks, trade mark registrations, trade names, brands, patents, patent applications, designs, licences, inventions and technical data, concepts, ideas, moral rights, discoveries, drawings, techniques, specifications, standards, methods, models, maintenance training or training manuals and other know-how, trade secrets and any copyright materials and all other intellectual property rights and Confidential Information in each case used and developed by Aspect;
- 1.8 **“PPSA”** means the *Personal Property Securities Act 1999*, as in force from time to time.
- 1.9 **“Premises”** means the property, premises, site, or location where the Products are to be delivered and/or the Services provided by Aspect;
- 1.10 **“Price”** shall mean the price payable for the Products and Services as agreed between Aspect and the Customer in the Quote (plus GST) and any additional charges pursuant to this Contract.
- 1.11 **“Products”** shall mean:
- 1.11.1 All products supplied by, or on behalf of, Aspect to the Customer.
  - 1.11.2 All inventory or products supplied by Aspect to the Customer.
  - 1.11.3 All products supplied by Aspect and further identified in any invoice issued by Aspect to the Customer, which invoices are deemed to be incorporated into and form part of this Contract.
  - 1.11.4 All products that are marked as having been supplied by Aspect or that are stored, sold, or used by the Customer in a manner that enables

them to be identified as having been supplied by Aspect.

- 1.11.5 Any goods or personal property owned by the Customer that Aspect has installed, worked on, or provided services on or to which any goods or material supplied or financed by Aspect have been attached or incorporated.
- 1.11.6 The above descriptions may overlap but each is independent of and does not limit the others.

- 1.12 **“Products and Services”** shall mean all Products, Services and advice provided by Aspect to the Customer and shall include, without limitation, the design and supply of manufactured products and metal or wood processing services, the provision of storage services, and all advice and services and all charges for labour, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by Aspect to the Customer.
- 1.13 **“Quote”** means any quotation or estimate provided by or on behalf of Aspect;
- 1.14 **“working day”** means a day of the week other than a Saturday, Sunday or a public holiday in Christchurch, New Zealand.

### 2 ACCEPTANCE

- 2.1 Acceptance of a Quote provided by Aspect, constitutes a binding contract and acceptance by the Customer of this Contract.
- 2.2 Aspect reserves the right to amend this Contract by written notice to the Customer.

### 3 COLLECTION AND USE OF INFORMATION

- 3.1 For the purpose of facilitating the efficient running of Aspect’s business, the Customer irrevocably authorises Aspect to:
- 3.1.1 collect all information (and for the avoidance of doubt any personal information as that term is defined in the Privacy Act 2020) it may require from any third parties and authorises those third parties to release that information to Aspect; and
  - 3.1.2 hold all information given by the Customer or any third parties to Aspect; and
  - 3.1.3 use that information, including giving information to any other person to facilitate collection of debts from the Customer.
- 3.2 The information will be collected, held and used on the condition that:
- 3.2.1 it will be held securely at Aspect’s registered office; and
  - 3.2.2 it will be accessible to any of Aspect’s employees and agents who need access to it for the efficient running of Aspect’s business; and
  - 3.2.3 the Customer may request access to and correction of it at any time.

### 4 PRICE

- 4.1 The Customer shall pay Aspect for the Products and Services the Price at the times and in the manner set out in the Quote (which may at times include provisional sums, on a product basis and/or progression payments). Aspect reserves the right to pass on to the Customer any change in Price on the terms set out in this Contract.
- 4.2 All prices are exclusive of GST and other taxes, levies, customs duties and other amounts imposed or chargeable by any governmental authority on the Products and Services or performance of the Services and by any

financial institution in respect of payment (including credit charges) which shall be payable by the Customer. Where Aspect is responsible at law for the payment of any such taxes and duties, the price will be increased by the amount of such taxes and duties.

- 4.3 The Quote, unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue.
- 4.4 The Customer shall be liable for all costs incurred by Aspect which may or may not increase the Price, including but not limited to:
- 4.4.1 As a result of any increases in the costs or shortages in labour, materials, transport or extra costs incurred in relation to conforming with any statutory requirement or requirement of any relevant authorities or as a result of a Force Majeure Event;
  - 4.4.2 As a result of any variations;
  - 4.4.3 Project interruption (including for the avoidance of doubt due to having no access to the Premises and impeded lift access at the Premises);
  - 4.4.4 Down-time directed by or due in any way to the Customer;
  - 4.4.5 Unforeseen circumstances or legal requirements and regardless of whether or not any variations proceed with design, project management, actioning, facilitating and processing time including administration, disbursements, travel and travel time;
  - 4.4.6 Where Products and Services are required in addition to that specified in the Quote, the Price for the additional Products and Services; and/or
  - 4.4.7 Pursuant to any other terms set out in this Contract.
- 4.5 The costs listed in clause 4.4 will be payable from the moment of instigation.

## 5 PAYMENT

- 5.1 Notwithstanding the terms of payment set out in the Quote, in the event of delay and/or disruption in the supply chain, or as a result of or in connection with or arising out of a Force Majeure Event, Aspect may submit a progress claim invoice for the value, or part thereof, of the Contract, to the extent Aspect has paid for Products, materials or labour.
- 5.2 The Customer will pay the Price for the Products and Services as recorded in a GST invoice provided by Aspect at the times and in the manner set out in the Quote (which may at times include provisional sums, on a product basis and/or progression payments) (the “**Due Date**”) unless otherwise varied in writing.
- 5.3 If full payment is not made by the Customer to Aspect in accordance with clause 5.2 above, then:
- 5.3.1 the Customer will be in default under this Contract and Aspect may exercise all of the rights and remedies set out in this Contract and otherwise available at law;
  - 5.3.2 the Customer will pay interest on the default monies at the rate of 2.5% per month payable on a daily basis from the Due Date;
  - 5.3.3 the Customer will be liable for all expenses (including legal costs on a solicitor and own Customer basis) of and incidental to the enforcement or attempted enforcement of Aspect’s rights under this Contract;
  - 5.3.4 Aspect may suspend the supply of Products and Services until all overdue amounts are paid in full. In the event of such suspension, Aspect shall restart delivery and on-site work at the next available overall schedule time slot within

Aspect’s system.

## 6 DELIVERY AND RISK

- 6.1 Where access is required in order to deliver or perform the Products and Services, the Customer will ensure and is wholly responsible for providing Aspect with sufficient access to the Premises (including for the avoidance of doubt unimpeded lift access at the Premises). The Customer is to obtain any consents required for such access at its own cost and Aspect will not be liable for any delay due to insufficient access not being provided whether due to failure for any necessary consent to be obtained or otherwise.
- 6.2 Any Products and Services remaining in Aspect’s possession until delivery to the Customer in accordance with clause 6.3 remain at Aspect’s risk, unless specific warehousing requirements of products have been discussed and agreed with Aspect or Aspect elects to store the relevant Products in accordance with clause 6.6, in which case title and risk would pass to the Customer.
- 6.3 Delivery of Products and Services shall be deemed complete when Aspect gives possession of the Products directly to the Customer or possession of the Products is given to a carrier, courier, or other bailee for the purpose of transmission to the Customer (“**Delivery**”). Risk in the Products supplied, and liability to insure the same, will pass to the Customer on Delivery or, if earlier, the date on which the Customer takes possession of the Products.
- 6.4 Dates of Delivery are given in good faith and are not to be treated as a condition of the supply of Products. Aspect is not responsible for delays in the Delivery of the Products and Services beyond its control.
- 6.5 Upon confirmation of order, Aspect and the Customer will schedule a mutually agreed installation date or dates. If, no later than 30 days prior to the scheduled installation date, the Customer notifies Aspect of its intention to delay the scheduled installation date by more than five (5) working days, Aspect reserves the right to submit a progress claim invoice for the value, or part thereof, of the Contract less installation costs. The payment terms of this invoice shall be subject to those stated in clause 5.
- 6.6 If the scheduled installation date is delayed by more than 20 working days for any reason, Aspect may elect to hold the relevant Products in storage as bailee for the Customer and shall be entitled to charge a storage fee calculated and payable in accordance with clause 6.7. The relevant Products will be stored at a location chosen by Aspect in its sole discretion and Aspect will not be liable for any loss or damage caused to any Products held in storage.
- 6.7 The fee for storing any Products in accordance with clause 6.6 will be calculated at the rate per pallet of Products stored that Aspect determines in its sole discretion from time to time and such fee shall be payable by the Customer in accordance with clause 5.
- 6.8 Any claim that Products are not as specified or are not delivered as stated in Aspect’s invoice must be made to Aspect in writing within ten (10) days of Delivery.

## 7 TITLE AND SECURITY

- 7.1 Title and ownership in any Products supplied by Aspect passes to the Customer only when Aspect has received full payment in immediately cleared funds from the Customer for all Products and Services provided by Aspect and of all other sums due to Aspect by the Customer on any account whatsoever.
- 7.2 The Customer acknowledges that this Contract constitutes a security agreement for the purpose of the PPSA.
- 7.3 The Customer grants Aspect a security interest in the following (“**Secured Goods**”):

- 7.3.1 the Products and all proceeds of the Products; and
- 7.3.2 any Products or personal property previously supplied, or that will be provided, by Aspect to the Customer or to which any Products or material supplied or financed by Aspect have been attached or incorporated.
- 7.4 Aspect may at any time register a financing statement on the Personal Property Securities Register and the Customer undertakes to sign any further documents and/or provide any further information which Aspect may require to enable the registration of a financing statement.
- 7.5 To the extent that Part 9 of the PPSA applies, the Customer:
  - 7.5.1 agrees that sections 114(1)(a), 117(1)(c), 120, 122, 133 and 134 of the PPSA will not apply; and
  - 7.5.2 waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA.
- 7.6 The Customer waives its right to receive a verification statement in respect of any financing statement or financing change statement registered by or on behalf of Aspect in respect of the security interest created by this Contract.
- 7.7 If the Secured Goods are attached, fixed, or incorporated into any property by the Customer, by way of any manufacturing or assembly process by the Customer or any third party, title in the Secured Goods shall remain with Aspect until the Customer has made payment in full for all Secured Goods, and where those Secured Goods are mixed with other property or materials so as to be part of a constituent of any new Secured Goods, title and ownership to these new Secured Goods created by such mixing is deemed to be assigned to and will vest immediately in Aspect as security for any amount owing between Aspect and the Customer.
- 7.8 The Secured Goods will not become fixtures to any land while the Customer owes any money to Aspect regardless of the degree to which and purpose for which they are fixed to the land (subject to the prior rights of any mortgagee of the land).
- 7.9 If the Customer is in default under this Contract, then Aspect will be entitled without notice to repossess the Secured Goods. The Customer irrevocably authorises Aspect (or its representatives, servants, agents or employees) to enter any premises occupied, owned, or operated by the Customer where Secured Goods are situated at any reasonable time after default by the Customer, or before default if Aspect believes a default is likely, to remove and repossess any Secured Goods and any other property to which the Secured Goods are attached or in which Secured Goods are incorporated.
- 7.10 Aspect shall not be liable for any costs, damages, expenses or losses incurred by the Customer or any third party as a result of repossession.
- 7.11 Aspect may either resell any repossessed Secured Goods and credit the Customer's account with the net proceeds of sale (after deduction of all money the Customer owes Aspect (including interest, repossession, storage, selling and any other costs)) or may retain the repossessed Secured Goods and credit the Customer's account with the invoice value thereof less such sum as Aspect reasonably determines on account of wear and tear, depreciation, obsolescence, loss or costs.
- 7.12 The Customer will remain liable for any shortfall between the amount credited to the Customer's account and the amount owing to Aspect under any Contract.
- 7.13 The Customer agrees to:
  - 7.13.1 give not less than 14 days prior written notice of

any proposed change in the Customer's name and/or any other change in the Customer's details (including but not limited to, changes in the Customer's place of business address, mobile number, email address or business practice); and

- 7.13.2 reimburse Aspect for all costs and/or expenses incurred or payable by Aspect in relation to registering, maintaining, or releasing any financing statement in respect of each of the Secured Goods and/or enforcing or attempting to enforce the security interest created by this Contract.
- 7.14 The Customer must:
  - 7.14.1 effect and maintain with a reputable insurance company insurance for the Secured Goods, at the Customer's cost, against all risks;
  - 7.14.2 note Aspect's interest on the insurance policy; and
  - 7.14.3 produce a certificate of currency of the insurance effected by the Customer under this clause 7.14 to Aspect, upon request.
- 8 DEFAULT AND TERMINATION**
- 8.1 The following shall constitute defaults by the Customer:
  - 8.1.1 The Customer fails to, or indicates that it will not, pay to Aspect any sum of money due under this Contract by the Due Date (see clause 5.2);
  - 8.1.2 The Customer breaches any of the terms of this Contract or any Contract;
  - 8.1.3 Any Products are seized by any other creditor of the Customer or any other creditor indicates that it intends to seize Products;
  - 8.1.4 Any Products in the possession of the Customer are materially damaged while any sum due by the Customer to Aspect remains unpaid;
  - 8.1.5 The Customer becomes insolvent; or is subject to the appointment of a receiver, manager, liquidator, or statutory manager; or commits an act of bankruptcy; or makes a scheme of arrangement with its creditors; or is unlikely to be able to meet its obligations to Aspect (in the opinion of Aspect); or
  - 8.1.6 A court judgement is entered against the Customer and remains unsatisfied for seven (7) days.
- 8.2 If the Customer is in default, and for the avoidance of doubt, including any other instance of default as contemplated in this Contract other than this clause 8:
  - 8.2.1 The Customer will, at Aspect's request, return the Products to Aspect or do anything reasonably necessary to allow Aspect to retake possession of the Products; and
  - 8.2.2 Aspect may terminate this Contract with immediate effect by written notice to the Customer due to any default.
- 8.3 Upon termination of this Contract as the result of any default, the Customer will immediately pay to Aspect all moneys otherwise payable to Aspect in full and without any deduction or set-off.
- 8.4 The Customer is not entitled to cancel an order for Products and Services other than as allowed pursuant to this Contract.
- 8.5 The agreements of the parties will not merge with termination under this clause.

## **9 GENERAL LIEN**

- 9.1 The Customer agrees that Aspect may exercise a general lien over all Products or property belonging to the Customer that is in the possession of Aspect as security

for all sums due from the Customer and all obligations of the Customer under this Contract or any other Contract between Aspect and the Customer.

- 9.2 On the expiry of seven (7) days written notice Aspect may at its discretion:
- 9.2.1 remove any Products or property of the Customer subject to the said lien and store them in such a manner as Aspect shall think fit and proper and at the risk and expense of the Customer; or
  - 9.2.2 sell any Products or property (or part thereof) of the Customer subject to the said lien upon such terms as it thinks fit and apply the net proceeds towards discharge of the said lien and all costs of the sale incurred by Aspect without being liable to any person or party for damage caused.
- 9.3 The Customer will remain liable for any shortfall between any amount credited to the Customer's account and the amount owing to Aspect under this Contract.

## 10 WARRANTIES

- 10.1 Subject to the conditions of warranty set out in clause 10.8, Aspect will use reasonable endeavours to enforce any guarantees or warranties given by the manufacturer of Products supplied by Aspect.
- 10.2 Any written warranty that Aspect provides to the Customer will also form part of this Contract.
- 10.3 Aspect warrants to the Customer that the Products and Services to be provided or performed by Aspect will be conducted in good and workmanlike manner and in accordance with the terms and conditions of this Contract and any specifications supplied by Aspect to the Customer.
- 10.4 The Customer must give notice in writing of any defect of the Products within 5 working days from Delivery.
- 10.5 The Customer must notify Aspect in writing of such defect promptly after the defect becomes apparent.
- 10.6 Aspect reserves the right in its discretion to repair or replace Products or any defective workmanship by Aspect or to credit the portion of the Contract Price applicable in respect of any claims accepted. Aspect shall have a reasonable opportunity to rectify any defects identified and the Customer may not engage anyone else to rectify the defects until a reasonable time has elapsed and the Customer has given at least 10 working days' notice of its intention to engage someone else. If the Customer engages someone else to rectify the defects when it is not entitled to do so, then without prejudice to Aspect's other rights and remedies, to the maximum extent permitted by law, Aspect will be immediately discharged from any further obligation or liability in respect of the Works.
- 10.7 Aspect will use its best endeavours to enforce any guarantee or warranty given by the manufacturers of the Products sold by Aspect.
- 10.8 The warranty in this clause 10 shall not cover any defect or damage which may be caused or partly caused by or arise through:
- 10.8.1 failure on the part of the Customer to properly maintain the Product;
  - 10.8.2 failure on the part of the Customer to follow any instructions or guidelines provided by Aspect;
  - 10.8.3 any use of any Product otherwise than for any application specified on a Quote or order form;
  - 10.8.4 the continued use of any Product after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
  - 10.8.5 fair wear and tear or any accident.

10.9 The warranty shall cease and Aspect shall thereafter in no circumstances be liable under this Contract if the Products and Services (as applicable) are repaired, altered or overhauled without Aspect's consent.

10.10 In respect of all claims, Aspect 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.

## 11 LIABILITY

- 11.1 The parties agree where they are "in trade" and the Customer acquires Products and Services for business purposes, and to the fullest extent permissible at law, all representations, terms, warranties, guarantees, or conditions whether implied by statute, common law or trade custom or otherwise, including but not limited to, implied warranties, guarantees or conditions of merchantability and/or fitness for a particular purpose in the Consumer Guarantees Act 1993, the Fair Trading Act 1986 and/or the Contract and Commercial Law Act 2017 are excluded.
- 11.2 The Customer acknowledges that it does not rely on any representation or statement made by or on behalf of Aspect or its employee or agents other than the express provisions of this Contract.
- 11.3 The Customer agrees to indemnify and hold harmless Aspect from and against any and all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Aspect or otherwise, brought by any person in connection with any matter, act, omission, or error by Aspect, its agents or employees in connection with the Products and Services or any other matter whatsoever.
- 11.4 Aspect shall not be liable for any consequential, indirect or special damage or loss of any kind suffered by the Customer including but not limited to loss of revenue, loss of profit, loss of business, anticipated savings, loss of goodwill, business opportunity, increased operating costs, or loss of reputation.
- 11.5 Subject to clause 17, no legal proceedings may be commenced later than two (2) years after the date on which the party bringing the claim became aware or ought reasonably to have become aware of the facts giving rise to the claim. In any event, no legal proceedings may be commenced more than four (4) years after the date on which the facts giving rise to the claim occurred.
- 11.6 Aspect disclaims all liability for any loss, damage, cost or expense suffered or incurred by the Customer because of delays in the provision of Products and Services by Aspect as a result of a Force Majeure Event.
- 11.7 Notwithstanding anything else contained in any Contract, Aspect's total aggregate liability to the Customer and (whether in contract, tort (including negligence), misrepresentation or otherwise and whether in connection with an act or omission of Aspect or any sub-contractor or agent of Aspect) shall not exceed the Price in respect of which the liability arises.

## 12 HEALTH AND SAFETY

- 12.1 Aspect shall comply with health and safety legislation when managing the work. The Customer will support and cooperate with Aspect's compliance with health and safety legislation.

## 13 COPYRIGHT AND INTELLECTUAL PROPERTY

- 13.1 Aspect owns and has copyright and Intellectual Property Rights. The Customer may use the Products and Services

only if paid for in full and for the purpose for which they were intended and supplied by Aspect.

- 13.2 The Customer will immediately inform Aspect of any infringement or potential infringement of Aspect's intellectual property rights.
- 13.3 In the event that any claim is made against the Customer for infringement of any person's intellectual property rights arising out of the Customer's use of the supplied goods or the services, Aspect may elect, at its own expense, to conduct any ensuing litigation and all negotiations for a settlement of the claim. The Customer will be liable for the costs of any payment made in settlement or as a result of an award in a judgment. If Aspect so elects, the Customer is to grant Aspect the right to assume sole authority to conduct the defence or settlement of such claim or any related negotiations. The Customer will provide Aspect with all reasonable information, co-operation and assistance.
- 13.4 This clause 13 will survive termination of the contract.

#### 14 CONFIDENTIAL INFORMATION

- 14.1 Each party will hold the Confidential Information of the other party in strict confidence and will not disclose or permit to cause the disclosure of any such Confidential Information without the other party's prior written consent or make use of the Confidential Information for any purposes other than the furtherance of this Contract or the performance of this Contract.
- 14.2 The Confidential Information may only be disclosed to such employees and advisors of the receiving party as need to know the Confidential Information and who have entered into an agreement or undertaking equivalent to that set out in this Contract.
- 14.3 This clause 14 will survive termination of this Contract.

#### 15 FORCE MAJEURE

- 15.1 Aspect shall not be liable to the Customer for any loss or damage directly or indirectly arising out of or in connection with any delay in delivery of the Products or the Services, or failure to perform any term of this Contract or these Contracts where such delay or failure is caused directly or indirectly by a Force Majeure Event.

#### 16 MARKETING AND ADVERTISING

- 16.1 Provided the Customer grants prior agreement, Aspect may use allow their project (for no cost) for the purposes of marketing, advertising and/or promotion at Aspect's discretion.

#### 17 RESOLVING DISPUTES

- 17.1 In the event of any dispute arising between Aspect and the Customer, such dispute shall in the first instance be referred to mediation for resolution. If the dispute is not resolved through the mediation process within 30 days of referral to mediation, the New Zealand courts will have exclusive jurisdiction over all claims that may arise out of or in connection with the Contract.
- 17.2 Each party hereby irrevocably waives any claim that an action is brought in an inconvenient forum or that the New Zealand courts do not have jurisdiction.

#### 18 GENERAL

- 18.1 The Contract is governed by New Zealand law, and the parties submit to the exclusive jurisdiction of the courts of New Zealand.
- 18.2 **Severability:** If any provision of any Contract is or becomes unenforceable, illegal or invalid for any reason it shall be deemed to be severed from the Contract without affecting the validity of the remainder of the

Contract and shall not affect the enforceability, legality, validity or application of any other provision of the Contract.

- 18.3 **Notice provisions:** Any notice to be given by a party to the other shall be in writing and shall be delivered by hand or sent by prepaid express post (next day delivery) or email to the addressee's address for notices specified in the Contract or as otherwise agreed by the parties. A notice given in accordance with this clause takes effect when taken to be received (or at a later time specified in it) and is taken to be received:
- 18.4 if hand delivered, on delivery;
- 18.5 if sent by prepaid post, on the second working day after the date of posting; or
- 18.6 if sent by email, on the date and time at which it enters the recipient's information system (unless the sender receives a notice from the recipient's email server or internet service provider that the message has not been delivered to the recipient), but if the delivery or receipt is not on a working day, or is after 5.00pm on a working day, the notice is taken to be received at 9.00am on the next working day.
- 18.7 **Amendment:** Aspect may vary this Contract at any time by notice in writing to the Customer. Any such variation will take effect from acceptance of the first order for Products following a notice of the variation being given to the Customer.
- 18.8 **No set-off:** The Customer shall not be entitled to withhold payment or to make any set off or deduction from the Price or from any other payment due by the Customer to Aspect.
- 18.9 **Assignment and sub-contracting:** The Customer may not assign all or any of its rights or obligations without Aspect's prior written consent. Aspect may engage third party sub-contractors or agents to perform all or any part of the Services.
- 18.10 **UN Convention:** The United Nations Convention on contracts for the international sale of goods does not apply.
- 18.11 **Contract and Commercial Law Act 2017:** The Customer agrees that, in relation to the Products and Services and the Contract, the Customer relationship is solely with Aspect. Accordingly, the Customer agrees not to bring a claim of any nature against any shareholder, director, employee, contractor or sub-contractor of Aspect. This clause is for the benefit of Aspect's shareholders, directors, employees, contractors, sub-contractors who may enforce this clause under the Contract and Commercial Law Act 2017, Part 2, Subpart 1.
- 18.12 **Waiver:** Any failure by Aspect to enforce any of this Contract shall not be deemed to be a waiver of any of the rights of Aspect under this Contract.
- 18.13 **Entire Agreement:** Aspect and the Customer agree that this Contract and the Contract expresses the complete agreement between them. There has been no representation made by either party to the other except as expressly set out in this document. There is no inconsistency with the terms of any order that may be lodged by the Customer. If there is any inconsistency then any such order will be of no effect. The Contract will not be subject to change or modification except with the prior written consent of both parties.