

Terms & Conditions of Supply and Credit

Application for Service

1. The following terms and conditions between Surevision New Zealand Limited trading as **Monstavision** and the Customer apply to the provision of LED screen rental and operating, visual, lighting and specialty event services, event staging and production services including, but not limited to, the hiring of technical equipment staff and decorative items, by us to you.

Proposal for Service

2. We will submit to you a written advice of our proposed charges in respect of Services requested in the form of a proposal or hire contract Quotation ("Quote"). An authorised written acceptance is required in order for us to provide these Services.

3. The quotation will be valid for 10 working days after this the charges set out in the Quote are subject to change.

4. Any estimate which is not a formal Quotation provided by us is a guide to our charges only.

Confirmation, Invoicing & Payment

5. The provision of Services is subject to availability. If between the date of quoting and the receipt of your Acceptance this availability has altered we will be under no obligation to provide those Services. We may then provide you with a new Quotation for Services.

6. On receipt of your **Acceptance**, the Quote together with these terms and conditions will comprise our agreement with you (the "**Agreement**"). At this point, we will reserve all technical equipment and staff required for the Service and we may ask for a 30% deposit to be paid at this time.

7. Services not included in the Agreement are subject to additional charges

8. Subject to clause 10, if you have a credit account with us the total amount of our invoice for our Services (and any Additional Services) is

due no later than the 20th of the month following the month in which the Services were provided, or as per the agreed terms in the Agreement.

9. If you do not have a credit account with us then you must pay to us, in cleared funds, either a) the full amount as invoiced or b) a deposit of not less than 30% of the total invoiced, prior to commencement of the contracted services

Failure to meet the conditions of this clause may cause cancellation of the Agreement. At our discretion we would then seek either

a) full payment of the Agreement price or
b) compensation for costs and services incurred.

10. If you wish to establish a credit account you must submit a credit application to us at least 10 working days prior to the commencement date specified in the Quote and we will assess your application for a credit account and advise you in writing if your application is accepted.

Acceptance of your application for a credit account shall be at our absolute discretion.

11. Irrespective of whether you hold an account with us, we may, in our absolute discretion, require you to pay some of the Charges, including but not limited to those Charges relating to manufacturing of items, production charges, venue charges and entertainment charges prior to our provision of the Services.

12. Any amounts overdue for more than one month without a valid reason or explanation will receive a Final Notice. You agree that Interest of 10% from the due date of our invoice will then be incurred and can be charged. Failure to receive full payment within 7 days from this Notice will see the debt passed to a collection agency or legal firm for recovery, together with any collection and legal fees plus agreed interest.

13. We reserve the right to levy a credit card surcharge of 2.5% to all invoices paid by credit card.

Cancellation

14. A cancellation of an Agreement must be made in writing. We reserve the right to levy a cancellation fee, being either

a) equal to the Agreement price or

b) all costs incurred by us in preparation for the provision of the Services.

Service Delivery

15. We undertake provision of a safe work environment and promotion of safe systems of work by adoption and strict enforcement of our risk management policies.

16. We reserve the right to withdraw our Services if your or a third party's plans were altered or the operating environment was changed to such an extent as to be in breach of our risk management policies or any applicable OSH standards.

17. In the case of uncrewed equipment hires, you are solely responsible for the safe use of the equipment and compliance with all the OSH and other statutory requirements for the duration of the hire.

18. In relation to freighting of our Equipment:

a. if you are responsible for freighting, you must return the Equipment to our warehouse;

b. if we are responsible for freighting, you must:

i) permit (or obtain permission for) us to access the premises where the Equipment is located in order to collect it and ensure that the Equipment is available for collection during the pack down time specified in the Estimate (Pack Down Time).

ii) if, for any reason (other than a matter under our control), we are unable to collect the Equipment during the Pack Down time then an amount equal to 100% of the daily rate for the provision of the Services will be charged to you for each day (or part thereof) until the Equipment is accessible and available to be collected by us.

19. You acknowledge that in requesting Services from us, you are not relying upon any representation, promise or undertaking made by or on behalf of us, unless that

representation, promise or undertaking is expressly included in writing in the Agreement, or in any proposal or other document produced by us.

Intellectual Property

20. You are solely responsible for any and all Intellectual Property (including without limitation all copyrighted material and registered and unregistered trade marks) in any way used at or forming part of your event and agree to indemnify us against any claims or actions bought against us in respect of the use of any such intellectual property (including any computer program, music, film, graphic, printed material or other copyrighted material of any kind) in any media, at your event.

21. You agree that all Intellectual Property produced in the course of providing the Services to you will remain the exclusive property of Monstavision.

22. You agree that all Intellectual Property used in the provision of theming and styling created by us in the course of providing the Services to you will remain the exclusive property of Monstavision.

Equipment

23. In relation to any Equipment provided as part of the Services, you acknowledge that the Equipment remains our property at all times.

24. Your duties are all of the ones listed below but not limited to:

a) You must pay within 7 days after the date of any written demand from us:

i) the cost of repairing the Equipment; or ii) the full new for old replacement cost, including all taxes or duties incurred on

replacement, of any Equipment that is lost or determined by us to be irreparably damaged, unless such loss or damage was caused by us.

b) from the commencement, and for the duration of the provision of service(s), you are fully responsible for any theft of the Equipment. You must:

Surevision Limited t/a Monstavision

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i) provide adequate security for the Equipment.

ii) pay to us within 7 days after the date of a written demand, the full new for old

replacement cost including all taxes or duties incurred on replacement, of all stolen Equipment and any additional expenses incurred by us arising from the theft.

c) you must not take or allow the Equipment to be taken overseas without our prior written consent.

d) you must maintain and return the Equipment in the same condition it was in when you took delivery, subject to any fair wear and tear as determined by us;

e) you must only use the Equipment for such purposes as which it was supplied to you;

f) you must permit the use of the Equipment only by properly qualified and (if applicable) licensed persons;

g) you must not affix the Equipment or any part of the Equipment to any building or other property;

h) you must not cause or permit any legal or equitable lien or any encumbrance to take effect or be created over or in respect of the Equipment;

i) you must not sell, mortgage, pledge or assign the Equipment;

j) you must not sub-let or part with possession of the Equipment;

k) you must return without demand by us all of the Equipment on the return date specified in the Agreement;

l) you must permit (or obtain permission for) us to enter the premises where the Equipment is located; and

m) if you breach any term of this Agreement then, without prejudice to any other rights which we may have, you must permit us to retrieve the Equipment and indemnify us for any costs incurred by us in retrieving the Equipment from you.

General

25. You warrant that you are entitled and authorised to enter into and perform your obligations under this Agreement. Where a person enters into this Agreement in their capacity as your agent, both you and agent agree that your obligations under this Agreement (including, but not limited to, payment of

the Charges) bind both you and the agent jointly and severally. The reference to "you" in this Agreement is also a reference to your agents, assignees and appointees.

26. All terms, conditions and warranties implied into this Agreement by statute, at common law or otherwise, and all liability for any indirect or consequential loss (including, without limitation, any loss of profits, loss of revenue or loss of opportunity) arising in any way (including, without limitation, as a result of our negligence), are excluded from this Agreement except where to do so would contravene any statute or cause any part of this Agreement to be void or unenforceable. To the extent that we cannot lawfully exclude liability under this clause, our liability is limited to, at our option:

- a. in the case of goods supplied by us, replacing or repairing the goods, or paying costs to have the goods replaced or repaired; and
- b. in the case of services supplied by us, re-supplying the services, or paying costs to have the services re-supplied.

27. You agree to indemnify us against all actions, claims, demands, judgments, costs or other expenses arising out of any proceedings or Date of Issue claims brought against us or in which we may be joined, as a result of our performance of the Services pursuant to this Agreement.

28. You must not assign, novate or otherwise deal with any of your rights and obligations under this Agreement (including with respect to the payment of any invoice) without our prior written consent, which will be provided in our absolute discretion.

29. If you:

- a. breach any term of this Agreement; or
- b. become subject to the appointment of a liquidator, receiver, manager, trustee in bankruptcy or other form of administration or we determine that you are otherwise unable to pay your debts as and when they fall

due, then, without prejudice to any other rights which we may have, we may terminate this Agreement and immediately cease to provide the Services to you.

30. Unless otherwise indicated, all prices quoted are exclusive of GST.

31. Our Charges, until agreed, are subject to change without notice and are quoted in New Zealand dollars.

32. The information requested by us from you may contain some personal information. The purpose for this information is to consider your credit limit and suitability for the services requested.

If you do not provide personal information to us, we will not be able to assess your applications and provide the Services.

Therefore:

If you are making an application for commercial credit then:

a. You agree that we may obtain a consumer credit report about you from a credit reporting agency for the purpose of assessing your application for commercial credit.

b. You agree that we may obtain from a credit reporting agency a consumer credit report for the purpose of collecting overdue payments relating to commercial credit owed by you to us.

33. If any of these terms and conditions is, or becomes, for any reason wholly or partially invalid, then these terms or conditions will to the extent of the invalidity be severed without affecting the enforceability and validity of the remaining terms and conditions.

34. These Terms and Conditions are subject to change without notice.