

DURATION: The Service shall commence from the agreed date and shall continue thereafter to cover a full period of twelve calendar months operation: if either party shall desire to terminate the Service at the expiration of such period, the party so desiring shall give at least one month's notice in writing to the other party and the Service shall expire at the expiration of said period: if no such notice be given then the Service shall continue for successive periods of twelve calendar months until terminated in the above manner.

CONTRACTOR LIABILITY: The Contractor does not represent nor warrant that the Service provided will prevent breaches of security or burglary and the Contractor shall not be liable to the Client for:

- A. Any loss or damage caused by mechanical breakdown, stress of weather, strike, lockouts, labour disputes or restraint of labour, act of God, act of War (whether declared or not) or the Queen's enemies arrest or restraint of rulers or seizure under legal powers, act or restraint imposed by Government riot or Civil commotion, causality (including fire or explosion) act or omission of the client, its servants or agents, or any cause beyond the control of the Contractor.
- B. Any indirect or consequential damage.
- C. Any loss or damage suffered by the Client except so far as such loss or damage is solely attributable to the negligence of the Contractor or of its employees acting within the scope of their employment.

NOTICE OF CLAIMS: Notice of any claim by the Client against the Contractor must be given by the Client to the Contractor within 72 hours of the day upon which the existence of such claim came or should have come to the notice of the Client. In default of such notice the Client shall be deemed to have waived and abandoned completely any such claim.

LIMIT OF LIABILITY: Any liability on the part of the Contractor arising under the terms of this Agreement or at common law or under the Provisions of any Act of Parliament, Regulations or local authority by-laws for any injury to or loss or damage of whatsoever nature sustained by the Client, its servant or agents shall be limited to a sum not exceeding \$6,000.00(which shall include all legal costs) in respect of the aggregate of all claims arising during any consecutive period of twelve months.

STRIKE EXEMPTION: In the event of a strike on the Clients Premises the Contractors employees shall not be required to carry out any additional duties or any duties of a strike breaking nature, and if the Contractor arranges to provide the Service hereunder through an independent contractor then neither that independent contractor nor its employees shall be required to carry out any of the duties aforesaid.

CHARGES: The charges of the Contractor provided for in the Service on page one have been based on wages and conditions of employment enjoyed by employees of the Contractor and cost of motor fuel and oil, motor vehicles and accessories, and other material used in the performance of the Service prevailing at the date hereof, and such charges shall be adjusted from time to time to cover any alteration of wages and conditions of employment or of the cost of such materials aforesaid.

The charges in respect of the Service shall be payable by the Client before the 20th day of the month following the month in which the Client was invoiced. All payments due from the Client to the Contractor shall be made payable to Arrow Security and Protection Limited.

If at any time payment from the Client to the Contractor shall be in arrears, the Contractor shall not be bound to perform any of its obligations listed above and shall not be under any liability to the Client during such period. If at any time payment from the Client to the Contractor is in arrears, the Contractor may forward the responsibility for collection of the charges onto a collection agency. Any and all fees resulting from utilising the services of said agency will be forwarded onto and become the responsibility of the Client for payment.

EXTENT OF SERVICE: The charges shown on page one shall apply to the Premises or area as constituted at the commencement of this Agreement.

NOTICE: Any notice to be given under this Agreement may be signed by the party giving such notice or its Managing Director, Manager or Secretary and may be served by delivering the same or forwarding it by registered post to the registered office of the party to receive such notice at its usual or last known place of business.

SIGNAGE: The Client acknowledges that all signs and stickers remain the property of the Contractor who has the right to remove them should the Agreement be terminated.

EQUIPMENT: The Client acknowledges that all equipment supplied by the Contractor or its nominated contractors remains the property of the Contractor until paid for in full except equipment which is being utilised by the Client but remains the property of the Contractor for the duration of the Agreement. The Contractor has the right to remove any equipment which is effectively being borrowed from the Contractor should the Agreement be terminated.

SERVICE PROVISION: It is acknowledged by the Client that the Service may be provided or carried out by the Contractor through its employees or independent contractors.

VARIATIONS: No variations of this Agreement will bind the Contractor unless in writing and signed by the Contractors manager.

CLAIMS: This Agreement shall be governed and construed in accordance with the laws of New Zealand and any action or proceedings against the Contractor shall be brought in the New Zealand Courts and not elsewhere within twelve months of the date of the occurrence giving rise to the action or proceedings any rule of law to the contrary notwithstanding

RESTRAINT ON EMPLOYMENT: The Client shall not during the currency of the Agreement or within twelve months of its completion (for whatever reason) employ or engage or offer to employ or engage any person who shall have been employed or engaged by the Contractor and this prohibition shall apply mutatis mutandis to any firm or company of which any such person or the husband or wife or member of the immediate family of any such person is a director, shareholder or principal to perform any of the security or the other services provided by the Contractor hereunder.

SERVICE: The Service that the Contractor provides as stipulated on page one is available for genuine circumstances only and shall not for any reason be utilised in a fashion which is proven to be unnecessary and/or abusive of the Service provided. If the Client abuses the Service in a gross or negligent manner the Contractor may immediately cancel or suspend said Service.