

1. What is the purpose of the contract?

- 1.1. This contract sets out the terms and conditions that apply when you (“you” and “your”) decide to purchase **products and services** from **Ryanfire Products Ltd and/or Ryanfire Contracts Ltd trading as Ryanfire** (“we”, “us” and “our”).
- 1.2. If these terms and conditions conflict or vary from any terms and conditions imposed by you on us, then our terms and conditions shall prevail.

2. What are the products and services we supply?

- 2.1. In these terms “products **and services**” means and includes, without limitation, the following:

- the design, development, manufacture, testing, distribution and installation of passive fire stopping solutions and fire protection products.
- all on or off site support.
- advice and construction services for site specific fire test requirements.
- specification guidance for architects and site managers.
- all products and services identified in any job authorisation form, supply request, quotation or in any invoice issued by us to you, which documents are deemed to be incorporated into and form part of our contract with you.

3. What is the price of the products and services?

- 3.1. The price is the cost of the **products and services** as agreed between you and us.
- 3.2. If a price is not agreed to in writing, the **products and services** will be treated as supplied at the current amount that we supply those **products and services** at the time we enter the contract with you.

4. What and when must you pay us?

- 4.1. You agree to pay us in full:

- on or before the 20th day of the month following the date of our invoice or “payment claim” (“the due date”);
- interest on any amount you owe us after the due date at the rate of 2.5% per month or part month;
- costs, including debt collection and legal costs, which we may incur as a consequence of having to enforce any of our rights contained in this contract; and
- you also agree that we may invoice you by way of a single “payment claim” or by more than one “payment claim” made pursuant to the Construction Contracts Act 2012; and
- you further agree that invoices and “payment claims” may be served on you by way of email.

5. When does delivery occur?

- 5.1. We are responsible for the **products and services** until they are delivered to you.
- 5.2. It is agreed that “delivery to you” is deemed to be complete, when we give the **products and services** directly to you or to a carrier or courier to deliver to you.
- 5.3. The time stated for delivery is an estimate and it is agreed we are not responsible or liable for any delay in the delivery of the **products and services**.

6. What security rights do we have?

- 6.1. Until you have paid us in full for the products we supplied, we retain ownership of the products.
- 6.2. Until you have paid us in full for the products supplied, then pursuant to the Personal Property Securities Act 1999, we have a security interest in all products we supplied to you.

7. What is the limitation on our liability?

- 7.1. The Consumer Guarantees Act 1993, the Fair Trading Act 1986, the Sales of Goods Act 1908 and other statutes may imply warranties or conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on us, our liability shall, where it is allowed, be excluded or if not able to be excluded, only apply to the minimum extent required by the relevant statute.
- 7.2. Subject to clause 8.1, it is agreed that we are not liable for any loss or damage suffered or incurred by you or another person for any engineered solutions proposed or installed by us on site or if the submitted fire test data is not fit for purpose. Please note that it is agreed that it is the responsibility of the builder, architect and fire engineer to review the submitted fire test data and ensure it is fit for purpose.
- 7.3. Subject to clause 8.1, if we are deemed to be liable to you for any loss or damage of any kind whatsoever, arising from the supply of **products and services** by us to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from the supply of **products and services** by us to you, then our liability is limited in its aggregate to the price paid by you for our **products and services**.

8. Who holds the intellectual property in the products and services?

- 8.1. You agree that all existing and new intellectual property rights that are connected with the **products and services** we supplied are owned by us, unless we agree otherwise in writing.

9. What rights do we have to cancel this contract?

- 9.1. We have the right by notice to suspend or cancel any part of any contract for the supply of **products and services** to you if you fail to pay any money owing after the due date.

10. Is there a warranty?

- 10.1. Subject to clauses 11.2 and 11.3 any written warranty that we provide also forms part of these terms and conditions.
- 10.2. Any warranty issued by us will be deemed invalid if the **products and services** supplied by us are not inspected twice yearly by our approved third party inspector.
- 10.3. Any warranty issued by us will be deemed to be invalid if the **products and services** supplied by us are damaged as a result of seismic activity, exposure to moisture, water solar, mechanical damage, adverse weathering or any act of god

11. Does a personal guarantee apply?

- 11.1. If you are a company or a trust:
- the company director(s) or trustee(s) signing this contract, in consideration for us agreeing to supply **products and services** to the company or the trust, also sign this contract in their personal capacity, and jointly and severally personally undertake as principal debtors, to pay everything that the company or trust owes us, and to indemnify us against non-payment
 - any personal liability of a company director or trustee will not exclude you from the liabilities and obligations contained in this contract.

12. What also are you agreeing to?

- 12.1. We are not liable for delay or failure to perform our obligations if the cause of the delay or failure is beyond our control.
- 12.2. If we fail to enforce any of the terms and conditions contained in this contract it shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.
- 12.3. If any of these terms and conditions shall be invalid, void or illegal or unenforceable, the validity existence, legality and enforceability of the remaining terms and conditions shall not be affected, prejudiced or impaired.
- 12.4. If you fail to pay us for **products and services**, then you agree that such failure gives rise to a legal or equitable estate or interest ("the interest") in your land on which the **products and services** were affixed or performed and that the interest entitles us to enter a caveat against your land pursuant to the Land Transfer Act 1952 and its amendments or any legislation in substitution thereof. A caveat is a notice that is registered against the title of your land, which informs anyone who searches that title that we have a right or interest in that land.