

## TERMS OF TRADE

• THESE ARE THE TERMS OF TRADE FOR OVLOV MARINE PINE HARBOUR LIMITED ("OVLOV").  
• ALL GOODS AND SERVICES ("WORKS") PROVIDED BY OVLOV TO CLIENTS AND BOAT OWNERS OR REPRESENTATIVES ("PURCHASERS") SHALL BE PROVIDED ON THESE TERMS OF TRADE.  
• YOU ACKNOWLEDGE BY SIGNING THE SERVICE AND REPAIR AUTHORISATION THAT ALL GOODS PURCHASED AND SERVICES PROVIDED ARE SUBJECT TO THE TERMS SET OUT HERE.

- This agreement will be held on file to record the Terms of Trade for any work commissioned.
- A signed Service and Repair Authorisation shall be in place prior to the commencement of any future work or purchase of goods or other services provided to you by OVLOV.
- You the PURCHASER will contact us immediately should you require any further information on an invoice for goods or services provided.
- Payment must be received by OVLOV on work completion OR as per the terms agreed when the PURCHASER signed an account application form with OVLOV which was subsequently approved by them.
- You, the PURCHASER agree that if any account balance remains unpaid and is deemed by OVLOV to require outside debt recovery action then all costs of debt collection (legal, filing and court fees and all debt collection commissions etc.) incurred will be payable by the PURCHASER.
- OVLOV reserves the right to charge interest at the current bank interest rate on any overdue balance.
- You acknowledge that OVLOV will continue to own and have all title to any goods including spare parts that are included in a job until you have paid all monies owing on the job but you accept these goods shall be wholly at your risk from the time of delivery into your care or control and OVLOV shall be entitled without notice to enter any premises or any vessel to recover the goods that have not been paid for.
- Personal Property Securities Act 1999, OVLOV reserve the right, either now or in the future to register a financing statement for any products which we have supplied to you and for which payment has not been received. You the PURCHASER agree to reimburse us for the costs of registering a financing statement or a financing change statement if we elect to register such a statement. If we ask you to do so, you will execute any further documents which we may need to properly protect our ownership of the product under the Personal Property Securities Act 1999.
- You have been made aware that the terms of trade set out here are intended to be in plain English and that clauses expressing these terms of trade in legal language with particular reference to our right to recover goods not paid for are set out below and form part of these terms of trade.
- OVLOV's liability whether in contract or tort is limited to the amount paid by you for the particular job in respect of which you might have a complaint. We agree to refund to you that amount if your complaint is justified. We will never be liable to pay you any amount in excess of this sum and will have no further liability to you if you suffer any damages or losses as a result of our breach of contract or negligence.
- If you are acquiring goods or services from us as part of a business transaction then you acknowledge that the Consumer Guarantee Act 1993 shall not apply.

Where the PURCHASER is a "consumer" as defined by any relevant law including Consumer Laws, then certain terms and rights (the Prescribed Terms) will be implied into these terms and conditions for the benefit of the consumer, which terms and rights and any liability of OVLOV flowing from them cannot be excluded, rescinded or modified by any provision of these terms and conditions.

Except for the Prescribed Terms, any terms, conditions or warranties not expressly stated in these terms and conditions do not form part of any contract between the OVLOV and the PURCHASER.

Except as provided in these terms and conditions, OVLOV shall not in any circumstances be liable in tort or contract or bailment or statute or otherwise for any loss or damage whatsoever (including consequential, indirect, special or economic loss or damage) which arises out of or in connection with the WORKS provided whatsoever and howsoever caused including, without limitation, any negligent act or omission on the part of the OVLOV or any employee, agent or sub-contractor of the OVLOV.

The PURCHASER indemnifies OVLOV and shall keep OVLOV indemnified in respect of any liability to any person for (a) any damage whatsoever including injury, delay or loss of any nature arising out of or incidental to the WORKS whether due to misconduct or negligence on the part of the OVLOV or not or whether or not the cause of the damage is known or unknown to OVLOV, and (b) any other cause whatsoever under or arising out of or in relation to or incidental to the WORKS provided.