

FBL TERMS OF TRADE

These terms of trade apply to both FBL's clients and contractors.

Where a client requests services, it agrees that FBL may provide the services directly, or it can subcontract the services to one of its contractors.

Payments and rates will be as per the standard FBL labour rates or as supplied for the relevant client's contract. FBL may change the rates at any time, and any quotes given are only valid for [30] days following issue.

Payments:

Where FBL invoices a client, payment will be made by that client by the 20th of the month following the date of invoice (unless otherwise agreed between FBL and the client). FBL may charge interest on unpaid monies at the then current rate prescribed in the Judicature Act 1908.

FBL reserves the right to cease services if the client falls into arrears with respect to payments.

Where a contractor invoices FBL, payment will be made by FBL by the 20th of the month following the date of invoice. However, FBL may withhold payment until it has received the payment from the relevant client.

Payment shall be made without deduction or set-off and the client will reimburse FBL for any costs incurred by FBL in the recovery of late payment.

Liability:

FBL will procure that its contractors take all reasonable care when providing services to clients. Except to the extent required by law, FBL will not be liable to any client (and nor will any of its contractors) for any loss, damage or expense that any client may suffer or incur in connection with the provision of services to that client and in any case, the liability of FBL and its contractors will be limited to the actual direct damages suffered by the relevant client and in no circumstances shall it exceed the price of the services actually paid by the relevant client.

Where the client is not a 'Consumer' (as that term is defined in the Consumer Guarantees Act 1993) or where the client is acquiring goods for the purpose of a business then:

- (i) The provisions of the Consumer Guarantees Act 1993 shall not apply;
- (ii) The only warranties, guarantees or undertakings we give in relation to the goods and services (whether in relation to quality, fitness for purpose or otherwise) are those which we expressly stipulate to the client in writing.

However, where the client is a Consumer, and is not purchasing goods / services for the purpose of a business, then notwithstanding anything contained in these Terms of Trade, that client shall have all of the rights conferred on Consumers by the Consumer Guarantees Act 1993.

FBL will not be liable to either its clients or contractors or deemed to be in breach of these Terms of Trade if it fails to supply the services for any reason beyond its reasonable control.

A failure by FBL to exercise any right under these Terms of Trade is not a waiver of, or variation to, that right.

FBL reserves the right to review these Terms of Trade at any time. If, following any such review, there is to be any change, that change will take effect from the date on which FBL provides notice of the same. If any client does not agree with the changes, then they may stop using the services.