

## Iron Runner Limited – Terms & Conditions of Trade

### 1. Definitions

- 1.1 "Contract" means the terms and conditions contained herein, together with any Quotation, order, invoice or other document or amendments expressed to be supplemental to this Contract.
- 1.2 "IRL" means Iron Runner Limited T/A M.C Tyre or Kelston Machinery, its successors and assigns or any person acting on behalf of and with the authority of IRL.
- 1.3 "Customer" means the person/s, entities or any person acting on behalf of and with the authority of the Customer requesting IRL to provide the Services as specified in any proposal, quotation, order, invoice or other documentation, and:
- (a) if there is more than one Customer, is a reference to each Customer jointly and severally; and
  - (b) if the Customer is a partnership, it shall bind each partner jointly and severally; and
  - (c) if the Customer is a part of a Trust, shall be bound in their capacity as a trustee; and
  - (d) includes the Customer's executors, administrators, successors and permitted assigns.
- 1.4 "Goods" means all Goods or Services supplied by IRL to the Customer at the Customer's request from time to time (where the context so permits the terms 'Goods' or 'Services' shall be interchangeable for the other).
- 1.5 "Confidential Information" means information of a confidential nature whether oral, written or in electronic form including, but not limited to, this Contract, either party's intellectual property, operational information, know-how, trade secrets, financial and commercial affairs, contracts, client information (including but not limited to, **"Personal Information"** such as: name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) and pricing details.
- 1.6 "Cookies" means small files which are stored on a user's computer. They are designed to hold a modest amount of data (including Personal Information) specific to a particular client and website, and can be accessed either by the web server or the client's computer. **If the Customer does not wish to allow Cookies to operate in the background when ordering from the website, then the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable provided on the website, prior to ordering Goods via the website.**
- 1.7 "Price" means the Price payable (plus any Goods and Services Tax ("GST") where applicable) for the Goods as agreed between IRL and the Customer in accordance with clause 5 below.

### 2. Acceptance

- 2.1 The Customer is taken to have exclusively accepted and is immediately bound, jointly and severally, by these terms and conditions if the Customer places an order for or accepts delivery of the Goods.
- 2.2 In the event of any inconsistency between the terms and conditions of this Contract and any other prior document or schedule that the parties have entered into, the terms of this Contract shall prevail.
- 2.3 Any amendment to the terms and conditions contained in this Contract may only be amended in writing by the consent of both parties.
- 2.4 The Customer acknowledges and accepts that:
- (a) the supply of Goods on credit shall not take effect until the Customer has completed a credit application with IRL and it has been approved with a credit limit established for the account; and
  - (b) in the event that the supply of Goods request exceeds the Customers credit limit and/or the account exceeds the payment terms, IRL reserves the right to refuse delivery; and
  - (c) the supply of Goods for accepted orders may be subject to availability and if, for any reason, Goods are not or cease to be available, IRL reserves the right to vary the Price with alternative Goods as per clause 5.2 subject to prior confirmation and agreement of both parties. IRL also reserves the right to halt all Services until such time as IRL and the Customer agree to such changes. IRL shall not be liable to the Customer for any loss or damage the Customer suffers due to IRL exercising its rights under this clause.
- 2.5 Electronic signatures shall be deemed to be accepted by either party providing that the parties have complied with Section 226 of the Contract and Commercial Law Act 2017 or any other applicable provisions of that Act or any Regulations referred to in that Act.

### 3. Errors and Omissions

- 3.1 The Customer acknowledges and accepts that IRL shall, without prejudice, accept no liability in respect of any alleged or actual error(s) and/or omission(s):
- (a) resulting from an inadvertent mistake made by IRL in the formation and/or administration of this Contract; and/or
  - (b) contained in/omitted from any literature (hard copy and/or electronic) supplied by IRL in respect of the Services.
- 3.2 In the event such an error and/or omission occurs in accordance with clause 3.1, and is not attributable to the negligence and/or wilful misconduct of IRL; the Customer shall not be entitled to treat this Contract as repudiated nor render it invalid.

### 4. Change in Control

- 4.1 The Customer shall give IRL not less than fourteen (14) days prior written notice of any proposed change of ownership of the Customer and/or any other change in the Customer's details (including but not limited to, changes in the Customer's name, address and contact phone or fax number/s, change of trustees or business practice). The Customer shall be liable for any loss incurred by IRL as a result of the Customer's failure to comply with this clause.

### 5. Price and Payment

- 5.1 At IRL's sole discretion the Price shall be either:
- (a) as indicated on any invoice provided by IRL to the Customer; or
  - (b) the Price as at the date of delivery of the Goods according to IRL's current price list; or
  - (c) IRL's quoted price (subject to clause 5.2) which will be valid for the period stated in the quotation or otherwise for a period of thirty (30) days.
- 5.2 IRL reserves the right to change the Price if a variation to IRL's quotation is requested. Any variation from the plan of scheduled Services or specifications of the Goods (including, but not limited to, any variation as a result of fluctuations in currency exchange rates or increases to IRL in the cost of taxes, levies, freight and insurance charges, materials and labour, availability of stock or delays in shipment etc.) will be charged for on the basis of IRL's quotation, and will be detailed in writing, and shown as variations on IRL's invoice. The Customer shall be

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- required to respond to any variation submitted by IRL within ten (10) working days. Failure to do so will entitle IRL to add the cost of the variation to the Price. Payment for all variations must be made in full at the time of their completion.
- 5.3 At IRL's sole discretion a non-refundable deposit may be required.
- 5.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by IRL, which may be:
- (a) on delivery of the Goods;
  - (b) before delivery of the Goods;
  - (c) by way of instalments/progress payments in accordance with IRL's payment schedule;
  - (d) for certain approved Customers, due twenty (20) days following the end of the month in which a statement is posted to the Customer's address or address for notices;
  - (e) the date specified on any invoice or other form as being the date for payment; or
  - (f) failing any notice to the contrary, the date which is seven (7) days following the date of any invoice given to the Customer by IRL.
- 5.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (a surcharge per transaction may apply), or by any other method as agreed to between the Customer and IRL.
- 5.6 IRL may in its discretion allocate any payment received from the Customer towards any invoice that IRL determines and may do so at the time of receipt or at any time afterwards. On any default by the Customer IRL may re-allocate any payments previously received and allocated. In the absence of any payment allocation by IRL, payment will be deemed to be allocated in such manner as preserves the maximum value of IRL's Purchase Money Security Interest (as defined in the PPSA) in the Goods.
- 5.7 The Customer shall not be entitled to set off against, or deduct from the Price, any sums owed or claimed to be owed to the Customer by IRL nor to withhold payment of any invoice because part of that invoice is in dispute.
- 5.8 Unless otherwise stated the Price does not include GST. In addition to the Price, the Customer must pay to IRL an amount equal to any GST IRL must pay for any supply by IRL under this or any other agreement for the sale of the Goods. The Customer must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Customer pays the Price. In addition, the Customer must pay any other taxes and duties that may be applicable in addition to the Price except where they are expressly included in the Price.
- 6. Delivery of Goods**
- 6.1 Delivery ("**Delivery**") of the Goods is taken to occur at the time that:
- (a) the Customer or the Customer's nominated carrier takes possession of the Goods at IRL's address; or
  - (b) IRL (or IRL's nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
- 6.2 At IRL's sole discretion the cost of delivery is either included in the Price or is in addition to the Price.
- 6.3 Any time specified by IRL for delivery of the Goods is an estimate only. The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. IRL will not be liable for any loss or damage incurred by the Customer as a result of delivery being late. In the event that the Customer is unable to take delivery of the Goods as arranged then IRL shall be entitled to charge a reasonable fee for redelivery and/or storage.
- 6.4 IRL may deliver the Goods in separate instalments. Each separate instalment shall be invoiced and paid in accordance with the provisions in these terms and conditions.
- 7. Risk**
- 7.1 Risk of damage to or loss of the Goods passes to the Customer on Delivery and the Customer must insure the Goods on or before Delivery.
- 7.2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Customer, IRL is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by IRL is sufficient evidence of IRL's rights to receive the insurance proceeds without the need for any person dealing with IRL to make further enquiries.
- 7.3 If the Customer requests IRL to leave Goods outside IRL's premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.
- 7.4 In the event the Customer gives information relating to measurements and quantities of the Goods required to complete the Services, it is the Customer's responsibility to verify the accuracy of the measurements and quantities, before the Customer or IRL places an order based on these measurements and quantities. IRL accepts no responsibility for any loss, damages, or costs however resulting from the Customer's failure to comply with this clause.
- 7.5 The Customer shall be responsible for ensuring that the Goods ordered are suitable for their intended use.
- 7.6 The Customer acknowledges that Goods supplied may:
- (a) expand, contract or distort as a result of exposure to heat, cold, weather; and
  - (b) mark or stain if exposed to certain substances; and
  - (c) be damaged or disfigured by impact or scratching.
- 8. Specifications**
- 8.1 The Customer acknowledges that all descriptive specifications, illustrations, dimensions and weights stated in IRL's or the manufacturer's fact sheets, price lists or advertising material, are approximate only and are given by way of identification only. The Customer shall not be entitled to rely on such information, and any use of such does not constitute a sale by description, and does not form part of the contract, unless expressly stated as such in writing by IRL.
- 9. Title**
- 9.1 IRL and the Customer agree that ownership of the Goods shall not pass until:
- (a) the Customer has paid IRL all amounts owing to IRL; and
  - (b) the Customer has met all of its other obligations to IRL.
- 9.2 Receipt by IRL of any form of payment other than cash shall not be deemed to be payment until that form of payment has been honoured, cleared or recognised.
- 9.3 It is further agreed that until ownership of the Goods passes to the Customer in accordance with clause 9.1:

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- (a) the Customer is only a bailee of the Goods and must return the Goods to IRL on request;
- (b) the Customer holds the benefit of the Customer's insurance of the Goods on trust for IRL and must pay to IRL the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed;
- (c) the Customer must not sell, dispose, or otherwise part with possession of the Goods other than in the ordinary course of business and for market value. If the Customer sells, disposes or parts with possession of the Goods then the Customer must hold the proceeds of any such act on trust for IRL and must pay or deliver the proceeds to IRL on demand;
- (d) the Customer should not convert or process the Goods or intermix them with other goods but if the Customer does so then the Customer holds the resulting product on trust for the benefit of IRL and must sell, dispose of or return the resulting product to IRL as it so directs;
- (e) the Customer irrevocably authorises IRL to enter any premises where IRL believes the Goods are kept and recover possession of the Goods;
- (f) IRL may recover possession of any Goods in transit whether or not delivery has occurred;
- (g) the Customer shall not charge or grant an encumbrance over the Goods nor grant nor otherwise give away any interest in the Goods while they remain the property of IRL;
- (h) IRL may commence proceedings to recover the Price of the Goods sold notwithstanding that ownership of the Goods has not passed to the Customer.

### 10. Personal Property Securities Act 1999 ("PPSA")

- 10.1 Upon assenting to these terms and conditions in writing the Customer acknowledges and agrees that:
  - (a) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
  - (b) a security interest is taken in all Goods and/or collateral (account) – being a monetary obligation of the Customer to IRL for Services – that have previously been supplied and that will be supplied in the future by IRL to the Customer.
- 10.2 The Customer undertakes to:
  - (a) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which IRL may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
  - (b) indemnify, and upon demand reimburse, IRL for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register or releasing any Goods charged thereby;
  - (c) not register, or permit to be registered, a financing statement or a financing change statement in relation to the Goods and/or collateral (account) in favour of a third party without the prior written consent of IRL; and
  - (d) immediately advise IRL of any material change in its business practices of selling the Goods which would result in a change in the nature of proceeds derived from such sales.
- 10.3 IRL and the Customer agree that nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these terms and conditions.
- 10.4 The Customer waives its rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129, 131 and 132 of the PPSA.
- 10.5 Unless otherwise agreed to in writing by IRL, the Customer waives its right to receive a verification statement in accordance with section 148 of the PPSA.
- 10.6 The Customer shall unconditionally ratify any actions taken by IRL under clauses 10.1 to 10.5.
- 10.7 Subject to any express provisions to the contrary (including those contained in this clause 10), nothing in these terms and conditions is intended to have the effect of contracting out of any of the provisions of the PPSA.

### 11. Security and Charge

- 11.1 In consideration of IRL agreeing to supply the Goods, the Customer charges all of its rights, title and interest (whether joint or several) in any land, realty or other assets capable of being charged, owned by the Customer either now or in the future, to secure the performance by the Customer of its obligations under these terms and conditions (including, but not limited to, the payment of any money).
- 11.2 The Customer indemnifies IRL from and against all IRL's costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising IRL's rights under this clause.
- 11.3 The Customer irrevocably appoints IRL and each director of IRL as the Customer's true and lawful attorney/s to perform all necessary acts to give effect to the provisions of this clause 11 including, but not limited to, signing any document on the Customer's behalf.

### 12. Defects

- 12.1 The Customer shall inspect the Goods on delivery and shall within seven (7) days of delivery (time being of the essence) notify IRL of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford IRL an opportunity to inspect the Goods within a reasonable time following delivery if the Customer believes the Goods are defective in any way. If the Customer shall fail to comply with these provisions the Goods shall be presumed to be free from any defect or damage. For defective Goods, which IRL has agreed in writing that the Customer is entitled to reject, IRL's liability is limited to either (at IRL's discretion) replacing the Goods or repairing the Goods.
- 12.2 Goods will not be accepted for return other than in accordance with 12.1 above, and provided that:
  - (a) IRL has agreed in writing to accept the return of the Goods; and
  - (b) the Goods are returned at the Customer's cost within seven (7) days of the delivery date; and
  - (c) IRL will not be liable for Goods which have not been stored or used in a proper manner; and
  - (d) the Goods are returned in the condition in which they were delivered and with all packaging material, brochures and instruction material in as new condition as is reasonably possible in the circumstances.
- 12.3 IRL may (in its discretion) accept the return of Goods for credit but this may incur a handling fee of fifteen percent (15%) of the value of the returned Goods plus any freight.
- 12.4 Subject to clause 12.1, non-stocklist items or Goods made to the Customer's specifications are not acceptable for credit or return.

### 13. Warranty

- 13.1 For Goods not manufactured by IRL, the warranty shall be the current warranty provided by the manufacturer of the Goods. IRL shall not be bound by nor be responsible for any term, condition, representation or warranty other than that which is given by the manufacturer of the Goods.

**14. Consumer Guarantees Act 1993**

- 14.1 If the Customer is acquiring Goods for the purposes of a trade or business, the Customer acknowledges that the provisions of the Consumer Guarantees Act 1993 do not apply to the supply of Goods by IRL to the Customer.

**15. Intellectual Property**

- 15.1 Where IRL has designed, drawn or developed Goods for the Customer, then the copyright in any designs and drawings and documents shall remain the property of IRL. Under no circumstances may such designs, drawings and documents be used without the express written approval of IRL.
- 15.2 The Customer warrants that all designs, specifications or instructions given to IRL will not cause IRL to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify IRL against any action taken by a third party against IRL in respect of any such infringement.
- 15.3 The Customer agrees that IRL may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings or Goods which IRL has created for the Customer.

**16. Default and Consequences of Default**

- 16.1 Interest on overdue invoices shall accrue daily from the date when payment becomes due, until the date of payment, at a rate of two and a half percent (2.5%) per calendar month (and at IRL's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 16.2 If the Customer owes IRL any money the Customer shall indemnify IRL from and against all costs and disbursements incurred by IRL in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, IRL's collection agency costs, and bank dishonour fees).
- 16.3 Further to any other rights or remedies IRL may have under this Contract, if a Customer has made payment to IRL, and the transaction is subsequently reversed, the Customer shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by IRL under this clause 16 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Customer's obligations under this Contract.
- 16.4 Without prejudice to IRL's other remedies at law IRL shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to IRL shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to IRL becomes overdue, or in IRL's opinion the Customer will be unable to make a payment when it falls due;
  - (b) the Customer has exceeded any applicable credit limit provided by IRL;
  - (c) the Customer becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
  - (d) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Customer or any asset of the Customer.

**17. Cancellation**

- 17.1 Without prejudice to any other remedies IRL may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions IRL may suspend or terminate the supply of Goods to the Customer. IRL will not be liable to the Customer for any loss or damage the Customer suffers because IRL has exercised its rights under this clause.
- 17.2 IRL may cancel any contract to which these terms and conditions apply or cancel delivery of Goods at any time before the Goods are delivered by giving written notice to the Customer. On giving such notice IRL shall repay to the Customer any money paid by the Customer for the Goods. IRL shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 17.3 In the event that the Customer cancels delivery of Goods the Customer shall be liable for any and all loss incurred (whether direct or indirect) by IRL as a direct result of the cancellation (including, but not limited to, any loss of profits).
- 17.4 Cancellation of orders for Goods made to the Customer's specifications, or for non-stocklist items, will definitely not be accepted once production has commenced, or an order has been placed.

**18. Privacy Policy**

- 18.1 All emails, documents, images or other recorded information held or used by IRL is Personal Information as defined and referred to in clause 18.3 and therefore considered confidential. IRL acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1993 ("the Act") including Part II of the OECD Guidelines and as set out in Schedule 5A of the Act and any statutory requirements where relevant in a European Economic Area "EEA" then the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). IRL acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Customer's Personal Information, held by IRL that may result in serious harm to the Customer, IRL will notify the Customer in accordance with the Act and/or the GDPR. Any release of such Personal Information must be in accordance with the Act and the GDPR (where relevant) and must be approved by the Customer by written consent, unless subject to an operation of law.
- 18.2 Notwithstanding clause 18.1, privacy limitations will extend to IRL in respect of Cookies where transactions for purchases/orders transpire directly from IRL's website. IRL agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Customer's:
- (a) IP address, browser, email client type and other similar details;
  - (b) tracking website usage and traffic; and
  - (c) reports are available to IRL when IRL sends an email to the Customer, so IRL may collect and review that information ("collectively Personal Information").
- In order to enable / disable the collection of Personal Information by way of Cookies, the Customer shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a purchase/order via IRL's website.
- 18.3 The Customer authorises IRL or IRL's agent to:
- (a) access, collect, retain and use any information about the Customer;

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- (i) (including, name, address, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history or any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Customer's creditworthiness; or
  - (ii) for the purpose of marketing products and services to the Customer.
- (b) disclose information about the Customer, whether collected by IRL from the Customer directly or obtained by IRL from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.
- 18.4 Where the Customer is an individual the authorities under clause 18.3 are authorities or consents for the purposes of the Privacy Act 1993.
- 18.5 The Customer shall have the right to request IRL for a copy of the Personal Information about the Customer retained by IRL and the right to request IRL to correct any incorrect Personal Information about the Customer held by IRL.
- 19. Dispute Resolution**
  - 19.1 All disputes and differences between the Customer and IRL touching and concerning this agreement shall be referred to arbitration under a single arbitrator agreed upon by both parties, or failing agreement, by two arbitrators (one to be appointed by each party) and their umpire (appointed by them prior to arbitration), such arbitration to be carried out in accordance with provisions of the Arbitration Act 1996
- 20. Service of Notices**
  - 20.1 Any written notice given under this Contract shall be deemed to have been given and received:
    - (a) by handing the notice to the other party, in person;
    - (b) by leaving it at the address of the other party as stated in this Contract;
    - (c) by sending it by registered post to the address of the other party as stated in this Contract;
    - (d) if sent by facsimile transmission to the fax number of the other party as stated in this Contract (if any), on receipt of confirmation of the transmission;
    - (e) if sent by email to the other party's last known email address.
  - 20.2 Any notice that is posted shall be deemed to have been served, unless the contrary is shown, at the time when by the ordinary course of post, the notice would have been delivered.
- 21. Trusts**
  - 21.1 If the Customer at any time upon or subsequent to entering in to the Contract is acting in the capacity of trustee of any trust ("Trust") then whether or not IRL may have notice of the Trust, the Customer covenants with IRL as follows:
    - (a) the Contract extends to all rights of indemnity which the Customer now or subsequently may have against the Trust and the trust fund;
    - (b) the Customer has full and complete power and authority under the Trust to enter into the Contract and the provisions of the Trust do not purport to exclude or take away the right of indemnity of the Customer against the Trust or the trust fund. The Customer will not release the right of indemnity or commit any breach of trust or be a party to any other action which might prejudice that right of indemnity.
    - (c) the Customer will not without consent in writing of IRL (IRL will not unreasonably withhold consent), cause, permit, or suffer to happen any of the following events;
      - (i) the removal, replacement or retirement of the Customer as trustee of the Trust;
      - (ii) any alteration to or variation of the terms of the Trust;
      - (iii) any advancement or distribution of capital of the Trust; or
      - (iv) any resettlement of the trust property.
- 22. General**
  - 22.1 The failure by either party to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect that party's right to subsequently enforce that provision. If any provision of these terms and conditions shall be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
  - 22.2 These terms and conditions and any contract to which they apply shall be governed by the laws of New Zealand and are subject to the jurisdiction of the courts of New Zealand.
  - 22.3 IRL shall be under no liability whatsoever to the Customer for any indirect and/or consequential loss and/or expense (including loss of profit) suffered by the Customer arising out of a breach by IRL of these terms and conditions (alternatively IRL's liability shall be limited to damages which under no circumstances shall exceed the Price of the Goods).
  - 22.4 IRL may licence and/or assign all or any part of its rights and/or obligations under this Contract without the Customer's consent.
  - 22.5 The Customer cannot licence or assign without the written approval of IRL.
  - 22.6 IRL may elect to subcontract out any part of the Services but shall not be relieved from any liability or obligation under this Contract by so doing. Furthermore, the Customer agrees and understands that they have no authority to give any instruction to any of IRL's sub-contractors without the authority of IRL.
  - 22.7 The Customer agrees that IRL may amend their general terms and conditions for subsequent future contracts with the Customer by disclosing such to the Customer in writing. These changes shall be deemed to take effect from the date on which the Customer accepts such changes, or otherwise at such time as the Customer makes a further request for IRL to provide Goods to the Customer.
  - 22.8 Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, storm or other event beyond the reasonable control of either party.
  - 22.9 Both parties warrant that they have the power to enter into this Contract and have obtained all necessary authorisations to allow them to do so, they are not insolvent and that this Contract creates binding and valid legal obligations on them.