



The Stone Group Ltd

TERMS AND CONDITIONS OF SERVICE

By visiting our premises or website and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”), including those additional terms and conditions and policies referenced herein. These Terms of Service apply to all users of the services, premises or website, including without limitation all users who are clients, customers or their representatives.

Please read these Terms of Service carefully before accessing or using our services or website. By accessing or using any part of the site, you agree to be bound by these Terms and Conditions of Service. If you do not agree to all the terms and conditions of this agreement, then you may not access the premises, website or use any services offered by the said business, The Stone Group Ltd.

Any new features which are added to the current inventory, either in our premises or on our website shall also be subject to the Terms of Service. We reserve the right to update, change or replace any part of these Terms of Service by posting updates and/or changes to our website. It is your responsibility to check this page periodically for changes.

Your continued use of or access to the services available at the premises or website; following the posting of any changes, constitutes complete acceptance of those changes in perpetuity and the complete acceptance of the following definitions as stated below; acceptance; price and payment for goods and services; delivery of goods; risk; title; Personal Properties Securities Act 1999 (updated 2002);

DEFINITIONS -1

1 Furthermore any mention whatsoever of “The Stone Group Ltd” shall mean The Stone Group Ltd. Any mention in this document formentioned or aforementioned of the “business” shall mean The Stone Group Ltd. “Premises” formentioned or aforementioned apply to those premises upon/in which the “business”, The Stone Group Ltd conduct business.

2 "Client" mentioned and aforementioned, " shall mean the Client or Customer (or any person or representative acting on behalf of and with the authority of the Client or Customer) as described on any quotation, work authorisation or other form as provided by The Stone Group Ltd to the Client or Customer.

3 "Guarantor" shall mean that person (or persons), or entity, who agrees to be liable for the debts of the Client or Customer on a principal debtor basis *in perpetuity*.

4 "Goods" shall mean Goods or Services supplied by The Stone Group Ltd to the Client (and where the context so permits shall include any supply of Services as hereinafter defined) and includes Goods described on any invoices, quotation, work authorisation or any other forms as provided by The Stone Group Ltd in any format.

5 "Services" shall mean all services supplied by The Stone Group Ltd to the Client and includes any advice or recommendations (and where the context so permits shall include any supply of Goods as defined above in any format).

6 "Price" shall mean the price payable for the Goods as agreed between The Stone Group Ltd and the Client in accordance with this contract and referenced in any format.

ACCEPTANCE – 2

1 Any instructions received by The Stone Group Ltd from the Client for the supply of Goods and/or the Client's acceptance of Goods supplied by The stone Group Ltd shall constitute acceptance of the terms and conditions contained herein in any format.

2 Where more than one Client has entered into this agreement, the Clients shall be jointly and severally liable for all payments of the Price agreed in any format in perpetuity.

3 Upon acceptance of these terms and conditions by the Client the terms and conditions are binding and can only be amended with the written consent of The Stone Group Ltd.

4 The Client shall give The Stone Group Ltd not less than fourteen (14) days prior written notice of any proposed change of ownership of the Client or any change in the Client's name and/or any other change in the Client's details (including but not limited to, changes in the Client's address, facsimile number, or business practice). The Client shall be liable for any loss incurred by The Stone Group Ltd as a result of the Client's failure to comply with this clause.

PRICES AND PAYMENT FOR GOODS AND SERVICES – 3

1 At the business's sole discretion the Price shall be either:(a) as indicated on invoices provided by The Stone Group Ltd to the Client in respect of Goods supplied; or (b) The Stone Group Ltd quoted Price, which shall be binding upon The Stone Group Ltd provided that the Client shall accept the quotation in writing within thirty (30) days.

2 The Stone Group Ltd reserves the right to change the Price in the event of a variation to the quotation.

3 At The Stone Group ltd sole discretion a deposit may be required.

4 At The Stone Group Ltd sole discretion:

(i) payment shall be due on delivery of the Goods; or

(ii) payment for approved Clients shall be due twenty (20) days following the end of the month in which a statement is posted to the Client's address or address for notices. This time period is subject to the discretion of The Stone Group Ltd and may be altered at any time in perpetuity and in any format.

5 Time for payment for the Goods shall be of the essence and will be stated on the invoice or any other forms. If no time is stated, then payment shall be due seven (7) days following the date of the invoice.

6 Payment will be made in full by the following means; cash, or by cheque, or by bank cheque, or by credit card, or by direct credit, or by any other method as agreed to between the Client and the business.

7 GST and other taxes and duties that may be applicable shall be added to the Price except when they are expressly included in the Price

8 Overseas Indent orders - this is when an order is received for materials from any overseas supplier. A 50% non refundable deposit will be required at point of order. Import times may vary, thus please note indent periods will only commence from the date deposit is received. The balance will be due when goods arrive in New Zealand. Indent orders are irrevocable and cannot be changed in any way once an order is placed.

DELIVERY OF GOODS – 4

1 At the business's sole discretion delivery of the Goods shall take place when:

(a) the Client takes possession of the Goods at the business's address; or

(b) the Client takes possession of the Goods at the Client's nominated address (in the event that the Goods are delivered by the business or the business's nominated carrier, risk for the Goods shall not pass until the Client takes possession of the Goods at the Client's nominated address); or

(c) the Client's nominated carrier takes possession of the Goods in which event the carrier shall be deemed to be the Client's agent and all risk for the Goods shall pass to the Client upon the Goods being loaded onto the Client's nominated carrier's transport.

2 At The Stone Group Ltd sole discretion the costs of delivery may be:

(a) included in the Price; or

(b) in addition to the Price; or

(c) for the Client's account.

3 The Client shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery. In the event that the Client is unable to take delivery of the Goods as arranged then the business shall be entitled to charge a reasonable fee for redelivery or storage of said goods going forward.

4 Delivery of the Goods to a third party nominated by the Client is deemed to be delivery to the Client for the purposes of this agreement.

5 The Stone Group Ltd may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions in these terms and conditions.

6 The failure of The Stone Group Ltd to deliver shall not entitle either party to treat this contract as repudiated.

7 The Stone Group Ltd shall not be liable for any loss or damage whatever due to failure by The Stone group Ltd to deliver the Goods (or any of them) promptly or at all, where due to circumstances beyond the control of The Stone Group Ltd.

RISK – 5

1 If The Stone Group Ltd retains ownership of the Goods nonetheless, all risk for the Goods passes to the Client on delivery.

2 If any of the Goods are damaged or destroyed following delivery but prior to ownership passing to the Client, The Stone Group Ltd is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by The Stone Group Ltd is sufficient evidence of the business's rights to receive the insurance proceeds without the need for any person dealing with The Stone Group Ltd to make further enquiries.

3 Engineered stone products are made, in part, from natural products and shade tone, markings, and veining may and does vary from any/all colour samples provided. The Stone Group Ltd will make every effort to match colour samples to the Goods supplied but will not be liable in any way whatsoever for colour samples differing from the Goods supplied.

4 The Client acknowledges that Goods supplied may:

- (i) may exhibit variations in shade, colour, texture, surface, finish, markings
- (ii) may expand, contract or distort as a result of exposure to heat, cold, weather
- (iii) may mark or stain if exposed to certain substances
- (iv) be damaged or disfigured by impact or scratching.

TITLE – 6

1 The Stone Group Ltd and Client agree that ownership of the Goods shall not pass until:

- (i) the Client has paid The Stone Group Ltd all amounts owing for the particular Goods; and
- (ii) the Client has met all other obligations due by the Client to The Stone Group Ltd in respect of all contracts between the business and the Client.

2 Receipt by The Stone Group Ltd 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 and until then the business's ownership or rights in respect of the Goods shall continue.

3 It is further agreed that:

- (i) where practicable the Goods shall be kept separate and identifiable until The Stone Group Ltd shall have received payment and all other obligations of the Client are met; and
- (ii) until such time as ownership of the Goods shall pass from The Stone Group Ltd to the Client the business may give notice in writing to the Client to return the Goods or any of them to The Stone Group Ltd. Upon such notice being given the rights of the Client to obtain ownership or any other interest in the Goods shall cease; and
- (iii) the Client is only a bailee of the Goods and until such time as The Stone Group Ltd has received payment in full for the Goods then the Client shall hold any proceeds from the sale or disposal of the Goods on trust for The Stone Group Ltd; and
- (iv) until such time that ownership in the Goods passes to the Client, if the Goods are converted into other products, the parties agree that The Stone Group Ltd will be the owner of the end products; and
- (v) if the Client fails to return the Goods to the The Stone Group Ltd then a designated agent may enter upon and into land and premises owned, occupied or used by the Client, or any premises where the Goods are situated as the invitee of the Client and take possession of the Goods, and The Stone Group Ltd will not be liable for any reasonable loss or damage suffered as a result of any action under this clause.

PERSONAL PROPERTIES SECURITIES ACT 1999 (PPSA) or will be applicable to any updated version of PPSA on public record in New Zealand – 7

1 Upon assenting to these terms and conditions in writing the Client acknowledges and agrees that:

- (i) these terms and conditions constitute a security agreement for the purposes of the PPSA; and
- (ii) a security interest is taken in all Goods previously supplied by The Stone Group Ltd to the Client (if any) and all Goods that will be supplied in the future by The Stone Group Ltd to the Client.

2 The Client undertakes to:

(i) sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which we may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;

(ii) indemnify, and upon demand reimburse, The Stone Group Ltd 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;

(iii) not register a financing change statement or a change demand without the prior written consent of The Stone Group Ltd; and

(iv) immediately advise The Stone Group Ltd 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.

TERMS OF BUSINESS RELATING TO THIS DOCUMENT – SECTIONS 1-21

SECTION 1 – TERMS OF BUSINESS

By agreeing to these Terms of Service, you represent that you have reached, at least, the age of majority in your country or region of residence. You may not use our products for any illegal or unauthorized purpose nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws of New Zealand).

A breach or violation of any of the Terms will result in an immediate and permanent termination of your access to any/all services in perpetuity.

SECTION 2 – GENERAL CONDITIONS OF SERVICE

We reserve the right to refuse service to anyone for any reason at any time.

You understand that the details of your content, divulged to the business when accessing services (not including credit card information), may be transferred unencrypted and involve (i) transmissions over various networks; and (ii) changes to conform and adapt to technical requirements of connecting to other networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of our Service, use of the Service, or access to the Service or any content on the website through which the service is provided, without express written permission by us. When accessing and/or use of our website you must not transmit any viruses or any code of a destructive nature.

SECTION 3 – ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

The material on this site is provided for general information only and should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information in perpetuity. Any reliance on the material on this site is at your own risk ad infinitum.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

SECTION 4 – MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our products are subject to change without notice.

We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service in perpetuity as stated. If the client or customer is acquiring goods for the purposes of a trade or business, the client or customer fully acknowledges the provisions of this document.

SECTION 5 – PRODUCTS OR SERVICES

Products or services may have limited quantities and are subject to return or exchange only according to our Return Policy.

We have made every effort to display as accurately as possible the colors and images of our products that appear at the store. We cannot guarantee that your computer monitor's display of any color will be accurate.

We reserve the right, but are not obligated, to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the products or services that we offer. All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations, or that any errors in the Service will be corrected, unless it is deemed to be covered by the published Warranties associated with the stated product.

The Stone Group Ltd reserves the right to automatically return materials to stock.

A balance invoice, either cash or account, will be issued for goods supplied.

SECTION 6 – ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to, or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dubious sources ad infinitum.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our store. You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

SECTION 7 – DEFAULT AND CONSEQUENCES OF DEFAULT

1 Interest on overdue invoices shall accrue from the date when payment may become due, daily and until the date of payment at a rate, deemed by The Stone Group Ltd, per calendar month and such interest shall compound monthly at such a rate after as well as before any judgment.

2 In the event that the Client's OR Customer's payment is dishonored for any reason the Client or Customer shall be liable for any dishonor fees incurred by The Stone Group Ltd.

3 If the Client defaults in payment of any invoice when due, the Client or Customer shall indemnify us from and against all costs and disbursements incurred by us in pursuing the debt including legal costs on a solicitor and own client basis and The Stone Group Ltd collection agency costs.

4 Without prejudice to any other remedies The Stone Group Ltd may have, if at any time the Client or Customer is in breach of any obligation (including those relating to payment), we may suspend or terminate the supply of Goods to the Client or Customer and any of

its other obligations under the terms and conditions. The Stone Group Ltd will not be liable to the Client or Customer for any loss or damage the Client or Customer suffers because The Stone Group Ltd has exercised its rights under this clause.

5 If any account remains overdue after thirty (30) days then an amount, deemed suitable by The Stone Group Ltd may be levied for administration fees which sum shall become immediately due and payable.

6. Without prejudice to The Stone Group Ltd other remedies at law, The Stone Group Ltd shall be entitled to cancel all or any part of any order of the Client or Customer which remains unfulfilled and all amounts owing to The Stone Group Ltd shall, whether or not due for payment, become immediately payable in the event that:

(i) any money payable to Slabco Ltd becomes overdue, or in The Stone Group Ltd opinion the Client or Customer will be unable to meet its payments as they fall due; or

(ii) the Client or 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

(iii) a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or Customer or any asset of the Client or Customer.

SECTION 8 – THIRD-PARTY

We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices and make sure you understand them before you engage in any transaction. Complaints, claims, concerns, or questions regarding third-party products should be directed to the third-party.

SECTION 9 – USER COMMENTS, FEEDBACK AND OTHER SUBMISSIONS

If, at our request, you send certain specific submissions (for example contest entries) or without a request from us you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us in perpetuity. We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libelous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third-party, including copyright, trademark, privacy, personality or other personal or proprietary right. You further agree that your comments will not contain libelous or otherwise unlawful, abusive or obscene material, or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false e-mail address, pretend to be someone other than yourself, or otherwise mislead us or third-parties as to the origin of any comments. You are solely responsible for any comments you make and their accuracy in perpetuity. We take no responsibility and assume no liability for any comments posted by you or any third-party in perpetuity.

SECTION 9 – INTELLECTUAL PROPERTY

Where The Stone Group Ltd has designed, drawn or written Goods for the Client, then the copyright in those designs and drawings and documents shall remain vested in The Stone Group Ltd, and shall only be used by the Client at The Stone GroupLtd's discretion.

The Client warrants that all designs or instructions to The Stone Group Ltd will not cause The Stone Group Ltd to infringe any patent, registered design or trademark in the execution of the Client's order and the Client agrees to indemnify The Stone Group Ltd against any action taken by a third party against The Stone Group Ltd in respect of any such infringement.

SECTION 10 – PERSONAL INFORMATION HELD BY THE BUSINESS (IN ANY FORMAT)

Your submission of personal information through this business, The Stone Group Ltd, is governed by our Privacy Policy as stated here.

Privacy Act 1993 (or subsequent updates/amendments/issue/reissue of aforementioned Act)

The Client authorises The Stone Group Ltd.'s agent to:

1) Access, collect, retain and use any information in any format about the Client;

(i) including any overdue fines balance information held by the Ministry of Justice) for the purpose of assessing the Client's creditworthiness; or

(ii) for the purpose of marketing products and services to the Client.

2) disclose information about the Client, whether collected by The Stone Group Ltd from the Client directly or obtained by The Stone Group Ltd 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 Client.

3) Where the Client is an individual the authorities under Personal Information (as above) are authorities or consents for the purposes of the Privacy Act.

4) The Client shall have the right to request The Stone Group Ltd for a copy of the information, in any format, about the Client retained by The Stone Group Ltd and the right to request Slabco Ltd to correct any incorrect information about the Client held by The Stone Group Ltd in any format.

SECTION 11 – ERRORS, INACCURACIES AND OMISSIONS

Occasionally there may be information on our site or within our terms that contain typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times, services and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any site is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website, should be taken to indicate that all information in the Service or on any related website has been modified or updated.

SECTION 12 – PROHIBITED USES/TERMS OF SERVICE, WEBSITE OR INTELLECTUAL PROPERTY OWNED BY THE "BUSINESS"

The Stone Group LTD

In addition to other prohibitions as set forth in the Terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the

Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

SECTION 13 – DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY

We do not guarantee, represent or warrant that your use of our service will be uninterrupted, timely, secure or error-free.

We do not warrant that the results that may be obtained from the use of the service will be accurate or reliable.

You agree that from time to time we may remove the service for indefinite periods of time or cancel the service at any time, without notice to you.

You expressly agree that your use of, or inability to use, the service is at your sole risk. The service and all products and services delivered to you through the service are (except as expressly stated by us) provided 'as is' and 'as available' for your use, without any representation, warranties or conditions of any kind, either express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall The Stone Group Ltd, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the service or any products procured using the service, or for any other claim related in any way to your use of the service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the service or any content (or product) posted, transmitted, or otherwise made available via the service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

SECTION 14 – INDEMNIFICATION

You agree to indemnify, defend and hold harmless The Stone Group Ltd and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable legal fees, made by any third-party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference, or your violation of any law or the rights of a third-party.

SECTION 15 – SEVERABILITY

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law, and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

SECTION 16 – TERMINATION

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this agreement for all purposes.

These Terms of Service are effective unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services, or when you cease using our site or services.

If in our sole judgment you fail, or we suspect that you have failed, to comply with any term or provision of these Terms of Service, we also may terminate this agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and/or accordingly may deny you access to our Services (or any part thereof) in perpetuity.

SECTION 17 – ENTIRE AGREEMENT

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party in perpetuity.

SECTION 18 – GOVERNING LAW

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed in accordance with the laws of New Zealand.

SECTION 19 – GENERAL NOTIFICATIONS

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.

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.

The Stone Group Ltd shall be under no liability whatever to the Client for any indirect loss and/or expense (including loss of profit) suffered by the Client arising out of a breach by The Stone Group Ltd of these terms and conditions.

In the event of any breach of this contract by The stone Group Ltd the remedies of the Client shall be limited to damages which under no circumstances shall exceed the Price of the Goods.

The Client shall not be entitled to set off against or deduct from the Price any sums owed or claimed to be owed to the Client by The Stone Group Ltd.

The Stone Group Ltd may license or sub-contract all or any part of its rights and obligations without the Client's consent.

The Stone Group Ltd reserves the right to review these terms and conditions at any time. If, following any such review, there is to be any change to these terms and conditions, then that change will take effect from the date on which The Stone Group Ltd notifies the Client of such change.

The provisions of the Contractual Remedies Act 1979 shall apply to this contract - or any subsequent amendments to the Act.

Neither party shall be liable for any default due to any act of God, war, terrorism, strike, lock-out, industrial action, fire, flood, drought, storm or other event beyond the reasonable control of either party.

The failure by The Stone Group Ltd to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect The Stone Group Ltd's right to subsequently enforce that provision.

SECTION 20– COMPANY DIRECT CONTACT INFORMATION

Questions about the Terms of Service should be sent to sales@thestonegroup.co.nz or by mail to: The Stone Group Ltd Head-office, 774A Halswell Junction Road, Hornby, Christchurch 8042

SECTION 21– GUARANTEE

At the request of The Stone Group, the client, albeit 1. A limited Company 2. Sole Trader, Partnership or other trading entity will agree to enter into a personal guarantee for the entire debt, such guarantee to be signed by a director, shareholder or other interested party approved by The Stone Group Ltd.