

General Terms and Conditions of Trade

1. Goods/Services

- 1.1 The Goods/Services shall be as described on any invoices, quotation, work authorisation, or any other forms which are provided by Tyndale to the Guardian.

2. Price and Payment

- 2.1 The Price shall be as indicated on invoices provided by Tyndale to the Guardian in respect of the Goods/Services supplied.
- 2.2 Time for payment for the Goods/Services shall be of the essence and will be stated on the invoice, quotation, or any other order forms. If no time is stated then payment will be due seven (7) days following the date of the invoice.
- 2.3 Unless otherwise stated the Price does not include GST (Goods and Services Tax). In addition to the Price the Guardian must pay to Tyndale an amount equal to any GST Tyndale must pay for any supply by Tyndale under this or any other agreement for the sale of the Goods/Services. The Guardian must pay GST, without deduction or set off of any other amounts, at the same time and on the same basis as the Guardian pays the Price. In addition the Guardian 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.

3. Default & Consequences of Default

- 3.1 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 Tyndale's sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 3.2 If the Guardian owes Tyndale any money the Guardian shall indemnify Tyndale from and against all costs and disbursements incurred by Tyndale in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, Tyndale's collection agency costs, and bank dishonour fees).
- 3.3 Further to any other rights or remedies Tyndale may have under this contract, if a Guardian has made payment to Tyndale, and the transaction is subsequently reversed, the Guardian shall be liable for the amount of the reversed transaction, in addition to any further costs incurred by Tyndale under this clause 3 where it can be proven that such reversal is found to be illegal, fraudulent or in contravention to the Guardian's obligations under this contract.

4. Privacy Policy

- 4.1 All emails, documents, images or other recorded information held or used by Tyndale is Personal Information as defined and referred to in clause 4.3 and therefore considered confidential. Tyndale acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 2020 ("the Act") including Part II of the OECD Guidelines and as set out in Schedule 8 of the Act and any statutory requirements where relevant in a European Economic Area "EEA" under the EU Data Privacy Laws (including the General Data Protection Regulation "GDPR") (collectively, "EU Data Privacy Laws"). Tyndale acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Guardian's Personal Information, held by Tyndale that may result in serious harm to the Guardian, Tyndale will notify the Guardian 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 Guardian by written consent, unless subject to an operation of law.

- 4.2 Notwithstanding clause 4.1, privacy limitations will extend to Tyndale in respect of cookies where the Guardian utilises Tyndale's website to make enquiries. Tyndale 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 Client's:
- (a) IP address, browser, email client type and other similar details;
 - (b) tracking website usage and traffic; and
 - (c) reports are available to Tyndale when Tyndale sends an email to the Guardian, so Tyndale may collect and review that information ("collectively Personal Information")

If the Guardian consents to Tyndale's use of cookies on Tyndale's website and later wishes to withdraw that consent, the Guardian may manage and control Tyndale's privacy controls via the Guardian's web browser, including removing cookies by deleting them from the browser history when exiting the site.

- 4.3 The Guardian authorises Tyndale or Tyndale's agent to:
- (a) access, collect, retain and use any information about the Guardian;
 - (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 Guardian's creditworthiness; or
 - (ii) for the purpose of marketing products and services to the Guardian.
 - (b) disclose information about the Guardian, whether collected by Tyndale from the Guardian directly or obtained by Tyndale 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 Guardian.

- 4.4 Where the Guardian is an individual the authorities under clause 4.3 are authorities or consents for the purposes of the Privacy Act 2020.

- 4.5 The Guardian shall have the right to request (by e-mail) from Tyndale, a copy of the Personal Information about the Guardian retained by Tyndale and the right to request that Tyndale correct any incorrect Personal Information.

- 4.6 Tyndale will destroy Personal Information upon the Guardian's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this Contract or is required to be maintained and/or stored in accordance with the law.

- 4.7 The Guardian can make a privacy complaint by contacting Tyndale via e-mail. Tyndale will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within twenty (20) days of receipt of the complaint. In the event that the Guardian is not satisfied with the resolution provided, the Guardian can make a complaint to the Information Commissioner at <http://www.privacy.org.nz/comply/comptop.html>.