

1. Definitions

- 1.1 "SQLS" means SQLS Pty Ltd, its successors and assigns or any person acting on behalf of and with the authority of SQLS Pty Ltd.
- 1.2 "Customer" means the person/s hiring the Goods (and/or purchasing the Goods) as specified in any invoice, document or order, and if there is more than one Customer is a reference to each Customer jointly and severally.
- 1.3 "Goods" means all Goods or Services supplied by SQLS 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).
- 1.4 "Price" means the Price payable for the hire (or purchase) of the Goods as agreed between SQLS and the Customer in accordance with clause 4 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 These terms and conditions may only be amended with SQLS' consent in writing and shall prevail to the extent of any inconsistency with any other document or agreement between the Customer and SQLS.
- 2.3 Any advice, recommendations, information, assistance or service provided by SQLS in relation to Goods is given in good faith, based on SQLS' own knowledge and experience, and shall be accepted without liability on the part of SQLS. It shall be the responsibility of the Customer to confirm the accuracy and reliability of the same in light of the use to which the Customer makes or intends to make of the Goods.

3. Change in Control

- 3.1 The Customer shall give SQLS 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, contact phone or fax number/s, or business practice). The Customer shall be liable for any loss incurred by SQLS as a result of the Customer's failure to comply with this clause.

4. Price and Payment

- 4.1 At SQLS' sole discretion the Price shall be either:
 - (a) as indicated on any invoice provided by SQLS to the Customer; or
 - (b) the Price as at the date of delivery of the Goods according to SQLS' current price list; or
 - (c) SQLS' quoted price (subject to clause 4.2) which will be valid for the period stated in the quotation or otherwise for a period of fourteen (14) days.
- 4.2 SQLS reserves the right to change the Price:
 - (a) if a variation to the Goods which are to be supplied is requested; or
 - (b) in the event of increases to SQLS in the cost of labour or materials, or fluctuations in currency exchange rates, which are beyond SQLS' control.
- 4.3 At SQLS' sole discretion, a non-refundable deposit may be required.
- 4.4 Time for payment for the Goods being of the essence, the Price will be payable by the Customer on the date/s determined by SQLS, 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 SQLS' payment schedule;
 - (d) for certain approved Customer's, 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 thirty (30) days following the date of any invoice given to the Customer by SQLS.
- 4.5 Payment may be made by cash, cheque, bank cheque, electronic/on-line banking, credit card (plus a surcharge of up to one and a half percent (2.5%) of the Price), or by any other method as agreed to between the Customer and SQLS.
- 4.6 Unless otherwise stated the Price does not include GST. In addition to the Price the Customer must pay to SQLS an amount equal to any GST SQLS must pay for any supply by SQLS under this or any other agreement for the sale/hire 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.

5. Delivery of Goods

- 5.1 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 SQLS' address; or
 - (b) SQLS (or SQLS' nominated carrier) delivers the Goods to the Customer's nominated address even if the Customer is not present at the address.
- 5.2 At SQLS' sole discretion, any costs of delivery incurred by SQLS are either included in, or in addition to, the Price.
- 5.3 The Customer must take delivery by receipt or collection of the Goods whenever they are tendered for delivery. In the event that the Customer is unable to take delivery of the Goods as arranged then SQLS shall be entitled to invoice the Customer for payment of the Goods, and (at their sole discretion) charge a reasonable fee for redelivery of the Goods and/or the storage of the Goods.
- 5.4 Any time or date given by SQLS to the Customer is an estimate only. The Customer must still accept delivery of the Goods even if late and SQLS will not be liable for any loss or damage incurred by the Customer as a result of the delivery being late.

6. Installation of the Goods

- 6.1 Unless otherwise agreed in writing, the installation of the Goods is excluded in the Price. Installation shall be the Customer's responsibility and SQLS shall not be liable for any damage to the Goods during, or as a consequence of, incorrect installation, or any attempted installation, of the Goods by the Customer or any third party.

6.2 Where SQLS is contracted to install of the Goods, SQLS shall connect the Goods to the nominated site's water supply (including hot water supply, if available) and/or electrical/gas supply. The cost of any plumbing, gas and/or electrical contracting work required to bring services and connection fitting to within one (1) metre of the connection point of the Goods shall be borne by the Customer, and in addition to the Price.

7. Maintenance of the Goods

7.1 Where SQLS is contracted to do so, SQLS shall be responsible for the regular maintenance of the Goods. In the event of a reported breakdown, SQLS shall promptly respond (during normal business hours), and attend to the repair and re-installation, or replacement, of the faulty Goods.

8. Risk to Goods

8.1 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.

8.2 If any of the Goods are damaged or destroyed following delivery (but prior to ownership passing to the Customer, where applicable), SQLS is entitled to receive all insurance proceeds payable for the Goods. The production of these terms and conditions by SQLS is sufficient evidence of SQLS' rights to receive the insurance proceeds without the need for any person dealing with SQLS to make further enquiries.

8.3 If the Customer requests SQLS to leave Goods outside SQLS' premises for collection or to deliver the Goods to an unattended location then such Goods shall be left at the Customer's sole risk.

9. Title to the Goods

9.1 Where this is a hire agreement:

(a) the Goods is and will at all times remain the absolute property of SQLS, however the Customer accepts full responsibility for:

- (i) the safekeeping of the Goods and indemnifies SQLS for all loss, theft, or damage to the Goods howsoever caused and without limiting the generality of the foregoing whether or not such loss, theft, or damage is attributable to any negligence, failure, or omission of the Customer; and
- (ii) shall keep SQLS indemnified against all liability in respect of all actions, proceedings, claims, damages, costs and expenses in respect of any injury to persons, damage to property, or otherwise arising out of the use of the Goods during the hire period and whether or not arising from any negligence, failure or omission of the Customer or any other persons.

Furthermore, the Customer will insure, or self-insure, SQLS' interest in the Goods against physical loss or damage including, but not limited to, the perils of accident, fire, theft and burglary and all other usual risks and will effect adequate Public Liability Insurance covering any loss, damage or injury to property arising out of the Goods. Further the Customer will not use the Goods nor permit it to be used in such a manner as would permit an insurer to decline any claim.

(b) If the Customer fails to return the Goods to SQLS then SQLS or SQLS' agent may (as the invitee of the Customer) enter upon and into land and premises owned, occupied or used by the Customer, or any premises where the Goods is situated and take possession of the Goods, without being responsible for any damage thereby caused.

(c) The Customer is not authorised to pledge SQLS' credit for repairs to the Goods or to create a lien over the Goods in respect of any repairs.

9.2 Where is this an agreement for the purchase of the Goods:

(a) SQLS and the Customer agree that ownership of the Goods shall not pass until:

- (i) the Customer has paid SQLS all amounts owing to SQLS; and
- (ii) the Customer has met all of its other obligations to SQLS.

(b) Receipt by SQLS 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.

(c) It is further agreed that:

- (i) until ownership of the Goods passes to the Customer in accordance with clause (a) that the Customer is only a bailee of the Goods and must return the Goods to SQLS on request.
- (ii) the Customer holds the benefit of the Customer's insurance of the Goods on trust for SQLS and must pay to SQLS the proceeds of any insurance in the event of the Goods being lost, damaged or destroyed.
- (iii) 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 SQLS and must pay or deliver the proceeds to SQLS on demand.
- (iv) 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 SQLS and must sell, dispose of or return the resulting product to SQLS as it so directs.
- (v) the Customer irrevocably authorises SQLS to enter any premises where SQLS believes the Goods are kept and recover possession of the Goods.
- (vi) SQLS may recover possession of any Goods in transit whether or not delivery has occurred.
- (vii) 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 SQLS.
- (viii) SQLS 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 previously supplied by SQLS to the Customer (if any) and all Goods that will be supplied in the future by SQLS 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 SQLS may reasonably require to register a financing statement or financing change statement on the Personal Property Securities Register;
 - (b) indemnify, and upon demand reimburse, SQLS 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 a financing change statement or a change demand without the prior written consent of SQLS; and
 - (d) immediately advise SQLS of any material change in its business practices of selling Goods which would result in a change in the nature of proceeds derived from such sales.
- 10.3 SQLS 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 SQLS, 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 SQLS under clauses 8.1 to 8.5.

11. Security and Charge

- 11.1 In consideration of SQLS 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 SQLS from and against all SQLS' costs and disbursements including legal costs on a solicitor and own client basis incurred in exercising SQLS' rights under this clause.
- 11.3 The Customer irrevocably appoints SQLS and each director of SQLS 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. Customer's Disclaimer

- 12.1 The Customer hereby disclaims any right to rescind, or cancel any contract with SQLS or to sue for damages or to claim restitution arising out of any inadvertent misrepresentation made to the Customer by SQLS and the Customer acknowledges that the Goods are hired/purchased relying solely upon the Customer's skill and judgment.

13. Consumer Guarantees Act 1993

- 13.1 This agreement is subject to the provisions of the Consumer Guarantees Act 1993 in all cases except where the Customer is contracting within the terms of a trade/business (which cases are specifically excluded).

14. Defects

- 14.1 The Customer shall inspect the Goods on delivery and shall within either fourteen (14) days (for purchased Goods) or twenty-four (24) hours (for Goods hired) of delivery (time being of the essence) notify SQLS of any alleged defect, shortage in quantity, damage or failure to comply with the description or quote. The Customer shall afford SQLS 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 SQLS has agreed in writing that the Customer is entitled to reject, SQLS' liability is limited to either (at SQLS' discretion) replacing the Goods or repairing the Goods.

15. Intellectual Property

- 15.1 All copyright in all manuals, diagrams, drawings, plans and specifications that are provided to the Customer with the Goods remains the sole and exclusive property of SQLS, and such items are not to be reproduced without the prior written approval of SQLS.
- 15.2 The Customer warrants that all designs, specifications or instructions given to SQLS will not cause SQLS to infringe any patent, registered design or trademark in the execution of the Customer's order and the Customer agrees to indemnify SQLS against any action taken by a third party against SQLS in respect of any such infringement.

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 SQLS' sole discretion such interest shall compound monthly at such a rate) after as well as before any judgment.
- 16.2 If the Customer owes SQLS any money the Customer shall indemnify SQLS from and against all costs and disbursements incurred by SQLS in recovering the debt (including but not limited to internal administration fees, legal costs on a solicitor and own client basis, SQLS' collection agency costs, and bank dishonour fees).
- 16.3 Without prejudice to any other remedies SQLS may have, if at any time the Customer is in breach of any obligation (including those relating to payment) under these terms and conditions SQLS may suspend or terminate the supply of Goods to the Customer. SQLS will not be liable to the Customer for any loss or damage the Customer suffers because SQLS has exercised its rights under this clause.
- 16.4 Without prejudice to SQLS' other remedies at law SQLS shall be entitled to cancel all or any part of any order of the Customer which remains unfulfilled and all amounts owing to SQLS shall, whether or not due for payment, become immediately payable if:
- (a) any money payable to SQLS becomes overdue, or in SQLS' opinion the Customer will be unable to make a payment when it falls due;
 - (b) 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
 - (c) 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 SQLS 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 SQLS shall repay to the Customer any money paid by the Customer for the Goods. SQLS shall not be liable for any loss or damage whatsoever arising from such cancellation.

17.2 Cancellation by the Customer will only be accepted with the written approval of SQLS, being conditional upon the Customer paying all costs and expenses incurred by SQLS, including, but not limited to, all loss incurred (whether direct or indirect) by SQLS as a direct result of the cancellation (including, but not limited to, any loss of profits), up to the time of cancellation. The Customer shall also be liable for all work in progress up to the date of cancellation for Goods made to the Customer's specifications.

18. Privacy Act 1993

18.1 The Customer authorises SQLS or SQLS' agent to:

- (a) access, collect, retain and use any information about the Customer;
 - (i) (including 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 SQLS from the Customer directly or obtained by SQLS 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.

18.2 Where the Customer is an individual the authorities under clause 18.1 are authorities or consents for the purposes of the Privacy Act 1993.

18.3 The Customer shall have the right to request SQLS for a copy of the information about the Customer retained by SQLS and the right to request SQLS to correct any incorrect information about the Customer held by SQLS.

19. Unpaid Seller's Rights

19.1 Where the Customer has left any item with SQLS for repair, modification, exchange or for SQLS to perform any other service in relation to the item and SQLS has not received or been tendered the whole of any moneys owing to it by the Customer, SQLS shall have, until all moneys owing to SQLS are paid:

- (a) a lien on the item; and
- (b) the right to retain or sell the item, such sale to be undertaken in accordance with any legislation applicable to the sale or disposal of uncollected goods.

19.2 The lien of SQLS shall continue despite the commencement of proceedings, or judgment for any moneys owing to SQLS having been obtained against the Customer.

20. General

20.1 The failure by SQLS to enforce any provision of these terms and conditions shall not be treated as a waiver of that provision, nor shall it affect SQLS' 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.

20.2 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.

20.3 SQLS 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 SQLS of these terms and conditions (alternatively SQLS' liability shall be limited to damages which under no circumstances shall exceed the purchase/hire Price of the Goods).

20.4 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 SQLS nor to withhold payment of any invoice because part of that invoice is in dispute. In the event of any dispute arising between SQLS and the Customer as to any of the party's rights or obligations under this contract, or as to whether either party has breached or failed to meet its obligations, then both parties agree to meet together and, in good faith, seek to resolve the dispute. If, notwithstanding this clause, the dispute remains unresolved, either party may take such actions as it thinks fit to enforce its rights against the other.

20.5 SQLS may license or sub-contract all or any part of its rights and obligations without the Customer's consent.

20.6 The Customer agrees that SQLS may amend these terms and conditions at any time. If SQLS makes a change to these terms and conditions, then that change will take effect from the date on which SQLS notifies the Customer of such change. The Customer will be taken to have accepted such changes if the Customer makes a further request for SQLS to provide Goods to the Customer.

20.7 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.

20.8 The Customer warrants that it has the power to enter into this agreement and has obtained all necessary authorisations to allow it to do so, it is not insolvent and that this agreement creates binding and valid legal obligations on it.

20.9 Any notice required to be served must be in writing and may be served personally by facsimile or by email addressed to the recipient, which shall be deemed to be received the day after sending. An email of facsimile report shall be conclusive evidence of such notice being sent and served. A notice served by pre-paid post shall be deemed served after two (2) days after posting (whether received or not) to the recipient's registered office or place of business.

21. Additional Terms & Conditions Applicable to Hire Only

21.1 The minimum hire term of this agreement is for a monthly period or as stated on the invoices, quotation, authority to hire, or any other forms as provided by SQLS to the Customer, and thereafter shall continue on a monthly basis until such time as either party give the other one month's prior written notice of termination.

21.2 Hire charges shall commence from the time the Goods depart from SQLS' premises and will continue until the return of the Goods to SQLS' premises, and/or until the expiry of the minimum hire term, whichever last occurs.

21.3 Subsequent to the expiry of the minimum hire term, SQLS may (at their sole discretion) periodically adjust the hire charges, provided such adjustment is not greater than the initial hire charges plus the accumulated movement in CPI subsequent to the date of installation.

21.4 No allowance whatsoever can be made for time during which the Goods are not in use for any reason, unless SQLS confirms special prior arrangements in writing. In the event of breakdown of the Goods provided the Customer notifies SQLS immediately, hiring charges will not be payable during the time the Goods are not working, unless the condition is due to negligence or misuse on the part of or attributable to the Customer.

21.5 The Customer shall:

- (a) notify SQLS immediately by telephone of the full circumstances of any mechanical breakdown or accident. The Customer is not absolved from the requirements to safeguard the Goods by giving such notification;

- (b) provide SQLS with free and clear access to the site, at all reasonable times, for the purposes of maintenance (as per clause 7), inspection and testing of the Goods;
 - (c) ensure that adequate security is afforded the Goods to avoid the risk of malicious damage, and will use their best endeavours to guard against misuse;
 - (d) arrange for the Goods to be cleaned on a regular basis (weekly, as a minimum);
 - (e) keep the Goods in their own possession, only at the nominated site, or alternative site(s) by prior written agreement with SQLS;
 - (f) ensure that the Goods are used only for the purpose for which they are designed;
 - (g) satisfy itself at commencement that the Goods are suitable for its purposes;
 - (h) operate the Goods safely, strictly in accordance with the law, only for its intended use, and in accordance with any manufacturer's instruction whether supplied by SQLS or posted on the Goods;
 - (i) comply with all occupational health and safety laws relating to the Goods and their operation;
 - (j) on termination of the hire, deliver the Goods complete with all parts and accessories, clean and in good order as delivered, fair wear and tear accepted, to SQLS;
 - (k) not alter or make any additions to the Goods including but without limitation altering, make any additions to, defacing or erasing any identifying mark, plate or number on or in the Goods or in any other manner interfere with the Goods;
 - (l) not exceed the recommended or legal load and capacity limits of the Goods;
 - (m) not use or carry any illegal, prohibited or dangerous substance in or on the Goods;
 - (n) not fix any of the Goods in such a manner as to make it legally a fixture forming part of any freehold;
- 21.6 The Customer agrees:
- (a) that SQLS shall be entitled to retain the income derived from the Goods for the purpose of reimbursing SQLS for the operating costs of the Goods;
 - (b) to allow SQLS to remove the Goods at any time prior to the expiration of the minimum hire term in the event of any circumstances that may arise which, in the opinion of SQLS, may be prejudicial to SQLS' interests.
- 21.7 Immediately on request by SQLS the Customer will pay:
- (a) the new list price of any Goods that are for whatever reason destroyed, written off or not returned to SQLS;
 - (b) all costs incurred in cleaning the Goods;
 - (c) all costs of repairing any damage caused by the ordinary use of the Goods up to an amount equal to ten percent (10%) of the new list price of the Goods;
 - (d) the cost of repairing any damage to the Goods caused by the negligence of the Customer or the Customer's agent;
 - (e) the cost of repairing any damage to the Goods caused by vandalism, or (in SQLS' reasonable opinion) in any way whatsoever other than by the ordinary use of the Goods by the Customer;
 - (f) any lost hire fees SQLS would have otherwise been entitled to for the Goods, under this, or any other hire agreement;
 - (g) the cost of fuels and consumables provided by SQLS and used by the Customer.

22. Terms and Conditions applicable to the Sale of Goods Only

- 22.1 The return of Goods will only be accepted provided that:
- (a) the Customer has complied with the provisions of clause 14.1; and
 - (b) SQLS has agreed in writing to accept the return of the Goods; and
 - (c) the Goods are returned at the Customer's cost within fourteen (14) days of the delivery date; and
 - (d) SQLS will not be liable for Goods which have not been stored or used in a proper manner; and
 - (e) 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.
- 22.2 Non-stocklist Goods, or Goods made to the Customer's specifications, are under no circumstances acceptable for return.
- 22.3 Subject to the conditions of warranty set out in clause 22.4, SQLS warrants that if any defect in any workmanship (Services) of SQLS becomes apparent and is reported to SQLS within twelve (12) months of the date of delivery (time being of the essence) then SQLS will either (at SQLS' sole discretion) replace or remedy the workmanship.
- 22.4 The conditions applicable to the warranty given by clause 22.3 are:
- (a) the warranty shall not cover any defect or damage which may be caused or partly caused by or arise through:
 - (i) failure on the part of the Customer to properly maintain the Goods; or
 - (ii) failure on the part of the Customer to follow any instructions or guidelines provided by SQLS; or
 - (iii) any use of the Goods otherwise than for any application specified on a quote or order form; or
 - (iv) the continued use of the Goods after any defect becomes apparent or would have become apparent to a reasonably prudent operator or user; or
 - (v) fair wear and tear, any accident or act of God.
 - (b) the warranty shall cease and SQLS shall thereafter in no circumstances be liable under the terms of the warranty if the workmanship is repaired, altered or overhauled without SQLS' consent.
 - (c) in respect of all claims SQLS shall not be liable to compensate the Customer for any delay in either replacing or remedying the workmanship or in properly assessing the Customer's claim.
- 22.5 For Goods not manufactured by SQLS, the warranty shall be the current warranty provided by the manufacturer of the Goods, the conditions applicable to which may be contained on a "Warranty Card" supplied with the Goods. SQLS 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.
- 22.6 In the case of second hand Goods, the Customer acknowledges that he has had full opportunity to inspect the same and that they accept the same with all faults and that no warranty is given by SQLS as to the quality or suitability for any purpose and any implied warranty, statutory or otherwise, is expressly excluded. SQLS shall not be responsible for any loss or damage to the Goods, or caused by the Goods, or any part thereof however arising.