

General Terms and Conditions

1 Interpretation

- 1.1 **Definitions:** In these Terms, unless the context otherwise requires:

Agreement means the contract between the Client and Natural Solutions for the provision of Services which incorporates these Terms, the Client Approval and the Quote.

Client means the person, partnership, or corporate entity with whom Natural Solutions enters into the Agreement to provide the Services to.

Client Approval means the approval of the quote and these Terms by the client to go ahead with the Services, provided to Natural Solutions in written format prior to commencement of the Services.

Fees means amounts specified in the Quote for the Services;

Flightworks means Natural Solutions – Marine & Terrestrial Ecologists Limited, trading as Flightworks;

Natural Solutions means Natural Solutions – Marine & Terrestrial Ecologists Limited, trading as Natural Solutions;

Quote means the quote provided to the Client by Natural Solutions estimating the Fees for the Services;

RPAS means Remotely Piloted Aircraft System (also known as UAVs, UAS, or drones);

Services means the services specified in the quote to be provided by Natural Solutions to the Client and under these Terms;

Site means the site where the Services are to be carried out;

Terms means these General Terms and Conditions including any subsequent variations from time to time;

Website means: www.ecologist.nz

2 Terms

- 2.1 **Application:** These Terms set out shall apply and are incorporated into any contract for the Services between Natural Solutions and the Client.
- 2.2 **Amendment:** Natural Solutions reserves the right to amend these Terms without notice.
- 2.3 **Special Terms:** If there are any special terms applicable to the Agreement that are contrary to these Terms, the special terms shall prevail.

3 Appointment

- 3.1 **Appointment:** The Client hereby appoints Natural Solutions to provide the Services, and Natural Solutions

accepts the appointment and will provide the Client with the Services pursuant to the Agreement.

- 3.2 **Non-Exclusivity:** The Client acknowledges that Natural Solutions is free to provide services of the same nature as, or similar to, the Services to any other person or organisation.

4 Remuneration

- 4.1 **Fees:** In consideration of Natural Solutions performing the Services, the Client will pay to Natural Solutions the Fees in accordance with these Terms.

- 4.2 **Other Charges:** Natural Solutions may invoice the Client from time to time for other services which are outside the scope of the Services but which are incurred by Natural Solutions in relation to the provision of the Services. The cost of such incidental services shall be paid by the Client, as provided in clause 4.7.

- 4.3 **Taxes:** GST payable in respect of the Fees and any other payment shall be paid by the Client to Natural Solutions on presentation of appropriate invoices.

- 4.4 **Payment:** The Client is to pay any amounts payable under this Agreement within 20 business days of receipt of any invoice from Natural Solutions.

- 4.5 **Penalty Interest:** Where payment of the Fees is not made in accordance with clause 4.4, penalty interest shall be payable on the balance due and not yet paid for the period commencing on the date payment was due up to the date payment is actually made and such interest shall be calculated on a daily basis (non-compounding) at an interest rate of 15% per annum. This clause is without prejudice to Natural Solutions' other remedies.

- 4.6 **Disbursements:** It is agreed between the parties that the estimated disbursements that will be incurred by Natural Solutions are those set out in the Quote. Natural Solutions will notify the Client before incurring further material disbursements not identified in the Quote.

- 4.7 **Reimbursement:** The Client will reimburse Natural Solutions for all the disbursements identified in the Quote, or notified to the Client pursuant to clause 4.6 incurred in relation to the Services. Payment of such disbursements shall be made in accordance with clause 4.4.

- 4.8 **No set-off or deduction:** Natural Solutions may at its discretion apply any payments it receives from the Client in and towards the satisfaction of any indebtedness of the Client and Natural Solutions shall not be bound by any terms or qualifications that the Client may make in relation to payments made under these Terms or any other Agreement with the Client. Furthermore, the Client must make all payments due under the Agreement without set-off or deduction of any kind.

- 4.9 **Enforcement Costs:** The Client will upon demand pay all of Natural Solutions' expenses and legal costs (on a solicitor/agent/client basis) in or in connection with the

collection of overdue moneys or the exercise, enforcement or preservation of any right or interest under these terms or any other contract with the Client.

- 4.10 **Guarantee:** The Client shall, if required by Natural Solutions, arrange for the Client's liability to be guaranteed by third persons or secured by securities on terms satisfactory to Natural Solutions.

5 Provision of Information

- 5.1 **Provision of Information:** The Client shall provide to Natural Solutions at no charge all information reasonably required to enable Natural Solutions to carry out the Services.
- 5.2 **Access:** The Client must provide Natural Solutions with reasonable access to the Site so as to enable them to safely and/or efficiently carry out the Services.
- 5.3 **Permission to fly over property and people:** It is the Client's responsibility to arrange permission for Natural Solutions / Flightworks to fly over any property within the Client's project area, and any persons in that area, as per the requirements of the Civil Aviation Authority Rule Part 101. If the Client has not provided evidence of such permissions to Natural Solutions, Natural Solutions may refuse to commence the Services until evidence of such permissions is provided.

6 Health and Safety

- 6.1 **Natural Solutions' responsibility:** Natural Solutions will at all times have in place, and exercise, appropriate health and safety standards. Natural Solutions is committed to ensuring that the safety of its staff, clients and other people in the Site is its priority.
- 6.2 **Client and Landowner responsibility:** Clients acknowledge that they are responsible for identifying any potential hazard, and ensuring landowners disclose the same to them, in relation to the Site before the Services commence to ensure that Natural Solutions is able to put appropriate health and safety measure in place for the performance of the Services.
- 6.3 **Safety is a Priority:** Natural Solutions' services are limited to those areas that can be accessed safely. Natural Solutions reserves the right to determine and fly within the safety limits of RPAS operations.

7 Performance Standards

- 7.1 **Performance Standards:** Natural Solutions will:
- (a) perform the Services with all due care and skill; and
 - (b) comply with all relevant New Zealand statutes, regulations, by-laws and such other requirements that may apply to, arise out of or in connection with performance of the Services.

8 Intellectual Property & Title

- 8.1 **Intellectual Property and Title:** Any reports, material or any other information provided by Natural Solutions to the Client in the course of carrying out the Services, shall remain

the sole property of Natural Solutions until the Client has paid the Fees in full in accordance with clause 4.

- 8.2 **Use:** The Client shall not be entitled to use, in any way, any reports, material or any other information provided by Natural Solutions to the Client, under these Terms, until the Client has paid the Fees in full in accordance with clause 4.

- 8.3 **Promotional Use:** The Client acknowledges that Natural Solutions may reasonably use materials owned by the Client (as referred to in clause 8.1), including images produced during the provision of the Services, for promotional and marketing purposes, except for sensitive material as agreed with the Client.

9 Acknowledgements by the Client

- 9.1 **Exclusive Use:** The Client acknowledges that the Services provided by Natural Solutions are for the sole benefit of the Client and Natural Solutions will not be liable for the use by any third party of any information, report or anything whatsoever provided by Natural Solutions to the Client during the course of providing the Services.
- 9.2 **Information:** The Client acknowledges that it is responsible for the supply of accurate information to Natural Solutions that Natural Solutions relies on in undertaking the Services.

10 Limitation of Liability and Indemnity

- 10.1 **General Limitation of Liability:** Natural Solutions shall not be liable for any loss of profits or any incidental, consequential, indirect or special loss, damage or injury of any kind whatsoever suffered by the Client or any person claiming through the Client arising directly or indirectly from or out of the Services or the Products and any associated activities. Nor shall Natural Solutions be liable for any loss, damage or injury caused to the Client or its employees, contractors, representatives officer, visitors, tenants, trespassers or other persons whosoever (whether similar to the foregoing or not) arising in a similar manner.
- 10.2 **Indemnification:** The Client agrees to defend, indemnify and hold harmless Natural Solutions, its employees, independent contractors, service providers and consultants, and each of their respective directors, employees and agents, from and against any claims, damages, costs, liabilities and expenses (including, but not limited to, reasonable lawyers' fees) and liability asserted against Natural Solutions, including without limitation any actual or threatened suit, demand or claim, to the extent such claim arises from or relates to the Services, except that such indemnity shall not apply in respect of any losses arising from Natural Solutions' negligent acts or wilful omissions.

11 Nature of Relationship

- 11.1 **Relationship:** Neither party is to be deemed or construed to constitute a partner of the other, to constitute Natural Solutions to be an agent, representative or employee of the Client, or to create any trust, joint venture or partnership.

12 Confidentiality

12.1 **Confidentiality:** Neither party may disclose the subject matter of this Agreement or any information received by it from the other to any third party other than:

- (a) as required by law; or
- (b) to its professional advisers; or
- (c) information already in the public domain; or
- (d) as is permitted by these Terms.

12.2 **Survive Termination:** The provisions of this clause 12 are to survive termination of this Agreement.

13 Termination

13.1 **Notice:** This Agreement may be terminated by either the Client or Natural Solutions on 10 working days' notice in writing or such a lesser period as may be agreed between the Client and Natural Solutions.

13.2 **Consequences of Termination:** Upon termination of the Agreement:

- (a) the Client is to pay to Natural Solutions all amounts payable as at the time of termination; and
- (b) Natural Solutions will immediately cease to provide the Services.

13.3 **Continuing Obligations:** Termination of the Agreement will be without prejudice to any rights or obligations of either party accrued as at termination.

14 Consumer Guarantees Act

14.1 Where the Consumer Guarantees Act 1993 (called the "CGA") applies, the Client shall have the benefit of all the guarantees and rights and remedies provided under the CGA, but no others. Where the Client acquires, or holds themselves out as acquiring, the goods for business purposes, the CGA shall not apply.

15 Dispute Resolution

15.1 **Dispute Resolution:** Disputes between the parties arising under or in respect of this Agreement, will first be resolved amicably by bona fide discussion between them, but if no resolution is forthcoming then by mediation between the parties with the parties endeavouring to agree upon and appoint a person as mediator (if they cannot agree then the mediator shall be appointed by the then President of the Waikato/Bay of Plenty District Law Society), and if such mediation is unsuccessful, then by arbitration by a single arbitrator ((if they cannot agree then the arbitrator shall be appointed by the then President of the Waikato/Bay of Plenty District Law Society)). Any such arbitration shall be conducted in accordance with the Arbitration Act 1996.

15.2 **Payment in event of Dispute:** Notwithstanding clause 15.1, the Client shall be continue to be required to make payment of any amounts payable under this Agreement in accordance with clause 4.

15.3 **Urgent Relief:** Notwithstanding clause 15.1, any party may seek urgent interlocutory relief before an appropriate Court in the event of a breach of the Agreement by another party.

16 General Provisions

16.1 **Assignment:** The Client may not assign or transfer any of its rights under these Terms without the prior written consent of Natural Solutions.

16.2 **Force Majeure:** If either party is unable by reason of a force majeure event (being events or circumstance beyond that party's reasonable control) to carry out any obligation under these Terms, it shall promptly notify the other party and:

(a) If no resolution can be found the obligation of the party claiming force majeure shall be suspended during the time and to the extent that the party is prevented from or delayed in complying with the obligation; and

(b) The party claiming force majeure shall use reasonable endeavours to remove or mitigate such force majeure at the earliest possible time and shall notify the other party of the expiry of the period as soon as possible.

16.3 **Waiver:** No waiver of any breach or failure to enforce any provisions of these Terms at any time by any parties shall in any way limit the right of such party therefore to enforce and compel strict compliance with the provisions of these Terms.

16.4 **Partial Invalidity:** In the event of any invalidity of any part or provision of this Agreement, such invalidity is not to affect the enforceability of any other part or provision of these Terms.

16.5 **Notices:** Any notice or other communication required by this Agreement to be given by either party to any other, is to be given in writing and delivered or transmitted to the address specified in the Quote. It is to be deemed to have been duly given when delivered by hand, three days after being posted by mail with postage pre-paid, or on completion of the transmission when sent by facsimile and generation of a confirmation of receipt of the facsimile, or upon acknowledgement of receipt where sent by email (as the case may be).

Governing Law: New Zealand law governs these Conditions and New Zealand Courts have non-exclusive jurisdiction.