

21.2 You may only assign, sell, or otherwise dispose of any right or obligation under these Terms of Trade if we first consent in writing.

21.3 No failure or delay by us to exercise (in whole or in part) any right, power or remedy under these Terms of Trade will operate as a waiver of that right, power or remedy.

22. DEFINITIONS

22.1 In these Terms of Trade unless the context otherwise requires:

Delivery means the collection of Goods by you or one of your employees, contractors or agents from our premises, unless we have agreed to dispatch Goods for you, in which case delivery means the despatch of the Goods from our premises. If you indicate to us that you will fail or refuse to take or accept delivery, then the Goods are deemed to have been delivered when we are willing to deliver them.

Goods means any of our goods or other personal property that we supply to you (including where these form part of goods or personal property which we contract manufacture for you) and includes any associated services.

Intellectual Property means all intellectual property rights including, without limitation, copyright, patent and design rights, drawings, documents, data, ideas, procedures, calculations and all other statutory and common law rights and interests.

Security means all existing and future security held by us that secures your obligations under these Terms of Trade.

Services means any services we have agreed to provide to you or perform for you including contract manufacturing services.

22.2 The rule of construction known as the contra proferentem rule does not apply to these Terms of Trade.

22.3 Words referring to the singular include the plural and vice versa.

22.4 Any reference to a party includes:

- (a) that party's executors, administrators, or permitted assigns; or
- (b) if a company, limited partnership, or any other body corporate, its successors or permitted assigns or both.

22.5 Clause headings are for reference only.

22.6 References to clauses are references to clauses in these Terms of Trade.

22.7 References to money will be New Zealand currency, unless specified otherwise in writing by us.

22.8 Expressions referring to **writing** will be construed as including references to words printed, typewritten or otherwise visibly represented, copied or reproduced (including by fax or email).

22.9 References to statutory provisions will be construed as references to those provisions as amended or re-enacted or as their application is modified by other provisions from time to time.