

AGREEMENT FOR ASSISTED PURCHASE AND RELATED SERVICES

1. TAONZ PURCHASING LTD. TAONZ OPERATES ONLINE ASSISTED PURCHASING OPERATION TAONZ MAY ALSO OFFER RELATED SERVICES TO ITS CUSTOMERS. ALL SERVICES(COLLECTIVELY THE "SERVICE") ARE PROVIDED TO YOU ("CUSTOMER") UNDER THE TERMS AND CONDITIONS OF THIS SERVICE AGREEMENT AND ANY MODIFICATIONS THAT MAY BE MADE FROM TIME TO TIME TO THIS AGREEMENT AND ALL OTHER TERMS, CONDITIONS, RULES OR OPERATION OR POLICIES THAT MAY BE MADE FROM TIME TO TIME BY TAONZ (COLLECTIVELY THE "AGREEMENT"). AS USED IN THIS AGREEMENT, THE TERM "CUSTOMER" MEANS CUSTOMER AS WELL AS ITS OWNERS, MEMBERS, EMPLOYEES, OFFICERS, DIRECTORS, SHAREHOLDERS, PARTNERS, AFFILIATES, PARENT AND SUBSIDIARY COMPANIES, REPRESENTATIVES, ATTORNEYS, HEIRS, SUCCESSORS AND ASSIGNS. TAONZ IS A REGISTERED COMMERCIAL MAIL RECEIVING AGENCY AND IS SUBJECTED TO NEW ZEALAND LAWS AND REGULATIONS REGARDING COMMERCIAL MAIL RECEIVING AND FORWARDING.

2. CUSTOMER AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT AT ALL TIMES. BY OPENING AN ACCOUNT WITH TAONZ AND CONTINUED USE OF THE SERVICE CUSTOMER AGREES TO ABIDE BY THE TERMS OF THIS AGREEMENT.

BY REGISTERING, CUSTOMER ACKNOWLEDGE AND AGREE THAT TAONZ ARE NEITHER AGENT FOR CUSTOMER NOR THE SELLER IN ANYWAY WHATSOEVER. TAONZ SERVICES AND DUTIES ARE STRICTLY LIMITED TO THAT DESCRIBED IN THIS WEBSITE AND CUSTOMER AGREE THAT TAONZ SHALL NOT BE LIABLE IN ANY WAY WHATSOEVER TO ANY LOSSES THAT CUSTOMER MAY INCUR AS A RESULT OF ANY PURCHASES THAT CUSTOMER MAKE. CUSTOMER ACKNOWLEDGE THAT TAONZ DO NOT MAKE ANY PURCHASES ON CUSTOMER'S BEHALF AND THAT TAONZ MERELY FACILITATE YOUR PURCHASE THROUGH THE SERVICES HEREIN.

3. TAONZ MAY MODIFY OR AMEND THIS AGREEMENT AT ANY TIME. IS SUCH AN AMENDMENT OCCURS THEN CUSTOMER MAY BE NOTIFIED OF ALL AMENDMENTS OR MODIFICATIONS BY ONE OF THE FOLLOWING METHODS: A) A POPUP SCREEN THAT ALERTS THE CUSTOMER TO THE EXISTENCE OF AMENDMENTS OR MODIFICATIONS WHEN CUSTOMER ACCESSES TAONZ'S WEBSITE. BY CONTINUED USE OF THE SERVICE, CUSTOMER AGREES TO BE BOUND BY THE MODIFICATIONS OR AMENDMENTS TO THIS AGREEMENT.; OR B) AN E-MAIL NOTICE SENT TO THE REGISTERED E-MAIL ADDRESS OF CUSTOMER. BY CONTINUING THE USE OF THE MAILBOX AND/OR THE SERVICE, CUSTOMER AGREES TO BE BOUND BY THE MODIFICATIONS OR AMENDMENTS TO THIS AGREEMENT. NOTWITHSTANDING THE ABOVE, ALL MODIFICATIONS OR AMENDMENTS BY TAONZ WILL BECOME EFFECTIVE AS SOON AS PUBLISHED IN TAONZ'S WEBSITE (WWW.TAONZ.CO.NZ).

4. CUSTOMER WILL ENTER A CONFIDENTIAL PASSWORD AND HAVE TAONZ ACCOUNT WHEN REGISTERING FOR A NEW ACCOUNT WITH TAONZ. CUSTOMER SHALL MAINTAIN THE SECURITY AND CONFIDENTIALITY OF THE PASSWORD. CUSTOMER IS RESPONSIBLE FOR ALL DIRECTIONS, ORDERS, NOTIFICATIONS, EXPENSES INCURRED OR OTHER ACTIONS THAT MAY OCCUR THROUGH USE OF THE CUSTOMER'S ACCOUNT. CUSTOMER MUST IMMEDIATELY ALERT TAONZ OF ANY

FRAUDULENT, UNAUTHORIZED, ILLEGAL OR SUSPICIOUS USE OF THE SERVICE OR ANY OTHER BREACH OF SECURITY OR UNAUTHORIZED OR ILLEGAL ACTIVITY THAT IS REASONABLY SUSPECTED BY CUSTOMER.

5. ALL FEES CHARGED PURSUANT TO THIS AGREEMENT ARE SUBJECT TO CHANGE BY TAONZ WITHOUT PRIOR NOTICE TO CUSTOMER. ALL FEES ARE PAYABLE IN ADVANCE. SHIPPING CHARGES ARE BASED ON WEIGHT AND ARE CALCULATED IN INCREMENTS OF 500GRAM. FOR EXAMPLE, SHIPMENTS WEIGHING UP TO 500GRAM WILL BE CHARGED FOR SHIPPING BASED ON 500GRAM AND SHIPMENTS WEIGHING MORE THAN 500G UP TO ONE AND INCLUDING ONE (1)KILOGRAM WILL BE CHARGED FOR SHIPPING BASED ON ONE KILOGRAM AND SO ON. DIMENSIONAL WEIGHT CHARGES MAY APPLY ON BULKY, LIGHTWEIGHT PACKAGES. DIMENSIONAL WEIGHT IS USED WHEN THE RESULT OF MULTIPLYING THE MEASUREMENT IN INCHES OF PACKAGE HEIGHT TIMES PACKAGE WIDTH TIMES PACKAGE LENGTH DIVIDED BY 6000 IS MORE THAN THE ACTUAL WEIGHT IN KILOGRAM. CUSTOMER AGREES THAT TAONZ MAY REFUSE TO SHIP THE CUSTOMER'S ITEMS ON THE CUSTOMER'S (OR ANY THIRD PARTY'S) COURIER ACCOUNT. ADDITIONALLY TAONZ MAY REFUSE PICKUPS BY COURIERS OR SHIPPING COMPANY'S WHEN THE SHIPMENT HAS NOT BEEN ARRANGED THROUGH TAONZ.

6. THE CUSTOMER AGREES AND ACKNOWLEDGES THAT TAONZ SHALL HAVE NO LIABILITY FOR ANY MAIL, PACKAGES OR PARCELS MAILED OR DELIVERED TO TAONZ OR OTHER OBLIGATIONS WITH RESPECT TO SUCH MAIL, PACKAGES OR PARCELS AFTER CANCELLATION OF THIS AGREEMENT BY THE CUSTOMER EXCEPT AS EXPRESSLY PROVIDED HEREIN.

7. TAONZ SHALL HOLD AND FORWARD ANY MAIL, PACKAGES OR PARCELS OF THE CUSTOMER FOR A PERIOD OF NOT LONGER THAN 30 DAYS AFTER EXPIRATION, TERMINATION OR CANCELLATION OF THIS AGREEMENT. THESE SERVICES WILL BE PROVIDED ONLY TO THE EXTENT THAT THE CUSTOMER PAYS IN ADVANCE FOR ALL PACKING, POSTAGE AND TAONZ APPLICABLE FEES. . . ALL FEES PAYABLE FOR SUCH SERVICES SHALL BE CHARGED AT THE MAXIMUM SHIPPING RATES FOR THE APPLICABLE COUNTRY. IF, UPON TERMINATION OF THIS AGREEMENT OR UPON EXPIRATION OF CUSTOMER'S PREARRANGED INSTRUCTIONS, THE CUSTOMER DOES NOT MAKE ALL PRIOR PAYMENTS AND ARRANGEMENTS FOR THE FORWARDING OF THE CUSTOMER'S CONTENTS, TAONZ MAY, AT ITS OWN DISCRETION REFUSE OR RETURN ALL ITEMS TO SENDER. FURTHERMORE, ANY ITEMS RECEIVED OR REMAINING IN THE CUSTOMER'S MAILBOX AFTER 30 DAYS OF TERMINATION, ARE SUBJECT TO BE DISCARDED, DESTROYED OR OTHERWISE DISPOSED BY TAONZ.

8. IF CUSTOMER REFUSES TO ACCEPT MAIL, PACKAGES OR PARCELS FROM TAONZ MAILED OR FORWARDED TO CUSTOMER PURSUANT TO THIS AGREEMENT, TAONZ MAY RETURN THE MAIL OR PACKAGE TO THE ORIGINAL SENDER AND CHARGE THE

CUSTOMER FOR ANY RETURN POSTAGE AND ALL OTHER FEES AND EXPENSES REASONABLY INCURRED BY TAONZ IN CONNECTION WITH SUCH RETURNS. UPON THE REQUEST OF TAONZ, THE CUSTOMER MUST SIGN FOR OR OTHERWISE ACKNOWLEDGE ITS ACCEPTANCE OF ALL MAIL, PACKAGES AND PARCELS SENT TO CUSTOMER BY TAONZ. ADDITIONALLY CUSTOMER AGREES TO REIMBURSE MISCELLANEOUS CHARGES CHARGED BY THE COURIERS FOR EVENTS OR REASONS INHERENT TO THE CUSTOMER'S ADDRESS, SERVICE REQUEST, PRODUCTS, CUSTOMS, ETC. EXAMPLES OF THIS CHARGES ARE "ADDRESS CORRECTION FEES", "REMOTE OR OUTSIDE DELIVERY AREA CHARGES", ETC.

9. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT TAONZ MAY NOT ACCEPT MAIL OR PACKAGES FOR THE CUSTOMER FOR ANY REASON. SPECIFICALLY RESTRICTED DELIVERY MAIL, PACKAGE OR PARCELS MAY NOT BE ACCEPTED ON BEHALF OF THE CUSTOMER UNLESS SPECIFICALLY AUTHORIZED BY THE CUSTOMER FOR EACH SUCH DELIVERY.

10. THE CUSTOMER AGREES THAT MAIL, PACKAGES AND PARCELS ARE CONSIDERED TO BE DELIVERED TO CUSTOMER AS SOON AS THEY ARE PLACED IN THE CUSTOMER'S MAILBOX, OR WHEN TAONZ GIVE NOTICE THAT THE ITEM HAS BEEN RECEIVED TO THE CUSTOMER'S E-MAIL ADDRESS. THE CUSTOMER EXPRESSLY RELEASES TAONZ FROM ALL FURTHER RESPONSIBILITY OR LIABILITY WITH RESPECT TO MAIL, PACKAGES AND PARCELS RECEIVED BY TAONZ ON BEHALF OF CUSTOMER EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT. THE CUSTOMER SHALL ONLY USE THE SERVICE FOR THE RECEPTION OF MAIL, PACKAGES OR PARCELS, AND FOR OTHER SERVICES AS MAY BE PURCHASED FROM TAONZ. CUSTOMER AGREES AND ACKNOWLEDGES THAT IT WILL NOT USE OR PERMIT THE MAILBOX OR SERVICE TO BE USED FOR ANY OTHER PURPOSE. USE OF THE MAILBOX FOR ANY OTHER PURPOSE IS STRICTLY PROHIBITED AND MAY RESULT IN IMMEDIATE TERMINATION OF THIS AGREEMENT AND SERVICE TO THE CUSTOMER.

11. TAONZ WILL PROVIDE THE CUSTOMER WITH A MAILING ADDRESS FOR THE SERVICE. THE CUSTOMER AGREES NO TO MODIFY OR ALTER SUCH MAILING ADDRESS. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT TAONZ HAS NO RESPONSIBILITY OR LIABILITY FOR MAIL, PACKAGES OR PARCELS THAT ARE NOT PROPERLY ADDRESSED ACCORDING TO USPS SPECIFICATIONS OR THE TERMS OF THIS AGREEMENT. CUSTOMER AGREE AND ACCEPT THAT WE ARE NOT RESPONSIBLE FOR ANY DAMAGE TO OR LOSS OF THE PRODUCT OR THE CONDITION OF THE PRODUCT PURCHASED IN ANYWAY WHATSOEVER. NO WARRANTY; INCLUDING WARRANTY OF FITNESS OR GUARANTEE IN ANY FORM OR DEGREE IS GIVEN BY US IN ANYWAY AND YOU AGREE NOT TO HOLD US LIABLE OR RESPONSIBLE IN ANYWAY WHATSOEVER IN RELATION TO THE CONDITION AND THE PURPOSE OF THE PRODUCT INCLUDING BUT NOT LIMITED TO DAMAGES OR HARM CAUSED BY THE PRODUCT OR INHERENT FAULT IN THE DESIGN OR USE OF THE

PRODUCT. CUSTOMER FURTHER ACKNOWLEDGES THAT TAONZ MAY RETURN TO SENDER OR DISCARD ANY MAIL OR PRODUCT THAT IS RECEIVED AT SUCH MAILING ADDRESS BUT IS ADDRESSED TO A NAME NOT PREVIOUSLY REGISTERED WITH TAONZ OR IS ADDRESSED TO A NAME THAT HAS NOT COMPLETED THE REQUIREMENTS SET FORTH BY TAONZ TO VERIFY THE IDENTITY OF SUCH NAME, OR IS ADDRESSED TO A NAME FOR WHICH TAONZ HAS NOT RECEIVED TWO FORMS OF IDENTIFICATION. CUSTOMER AGREES THAT TAONZ MAY CHANGE THE MAILING ADDRESS PROVIDED TO CUSTOMER AT ANY TIME PROVIDED THAT TAONZ WILL CONTINUE TO RECEIVE CUSTOMER'S ITEMS AT THE PREVIOUS ADDRESS FOR AT LEAST 30 DAYS AFTER SENDING NOTIFICATION OF THE CHANGE TO THE CUSTOMER.

12. IN ORDER TO AVOID TAONZ BEING AN UNWITTING PARTY TO FRAUD OR OTHER ILLEGAL ACTIVITIES, SHALL TAONZ SUSPECT ANY PACKAGE OF CONTAINING ANY ILLICIT, DANGEROUS OR STOLEN ITEMS, TAONZ MAY INSPECT SUCH PACKAGE. FURTHERMORE, IF TAONZ RECEIVES ALLEGATIONS OR COMPLAINTS FROM ANY THIRD PARTY THAT THE CUSTOMER MAY BE USING THE SERVICE IN ANY IMPROPER, ILLEGAL, OR FRAUDULENT MANNER AS DETERMINED BY TAONZ, TAONZ MAY AT ITS SOLE DISCRETION PROCEED TO IMMEDIATELY TERMINATE THIS AGREEMENT AND STOP THE SERVICE. IN SUCH CASE, ANY ITEMS RECEIVED OR REMAINING IN THE CUSTOMER'S MAILBOX AS OF AND AFTER TERMINATION, ARE SUBJECT TO BE DISCARDED, DESTROYED OR OTHERWISE DISPOSED OF AT TAONZ'S SOLE DISCRETION.

13. THE CUSTOMER AGREES AND ACKNOWLEDGES THAT TAONZ MAY AT ITS SOLE OPTION CANCEL THE SERVICE AND TERMINATE THIS AGREEMENT FOR ANY CAUSE AT ANY TIME BY PROVIDING THE CUSTOMER THIRTY (30) DAYS NOTICE. SUCH NOTICE MAY BE PROVIDED IN WRITTEN, E-MAIL OR OTHER ELECTRONIC FORM. NOTWITHSTANDING THE ABOVE , TAONZ MAY TERMINATE THIS AGREEMENT IMMEDIATELY FOR GOOD CAUSE. GOOD CAUSE SHALL INCLUDE BUT IS NOT LIMITED TO:

(1) THE CUSTOMER ABANDONS THE MAIL FOR A PERIOD OF MORE THAN THIRTY (30) DAYS;

(2) THE CUSTOMER DOES NOT PROVIDE PAYMENT TO TAONZ WHEN DUE;

(3) THE CUSTOMER'S BEHAVIOR TOWARDS TAONZ EMPLOYEES OR TOWARDS OTHER CUSTOMERS IS OFFENSIVE, ABUSIVE, VIOLENT, THREATENING OR DISRUPTIVE;

(4) THE CUSTOMER FAILS TO COOPERATE WITH ANY REQUEST FOR INFORMATION BY A LOCAL, STATE OR REPRESENTATIVES OR POSTAL INSPECTORS;

(5) THE CUSTOMER FAILS TO PROVIDE OR TAONZ IS UNABLE TO VALIDATE CORRECT AND ACCURATE CONTACT AND PERSONAL INFORMATION OF CUSTOMER AS REQUESTED BY TAONZ

(6) THE CUSTOMER VIOLATES ANY PROVISION OF THIS AGREEMENT OR ANY OTHER TERMS AND CONDITIONS POSTED BY TAONZ.

THE CUSTOMER AGREES THAT FOR PURPOSES OF THIS AGREEMENT THE ACTIONS OR FAILURE TO ACT OF ANY PERSON AUTHORIZED BY THE CUSTOMER TO USE THE SERVICE WILL BE ATTRIBUTED TO THE CUSTOMER.

14. THE CUSTOMER AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS TAONZ, FROM AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITIES, JUDGMENTS, PENALTIES, LOSSES, COSTS, DAMAGES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND ALL RELATED COSTS AND EXPENSES OF LITIGATION AT ARBITRATION, OR AT TRIAL OR ON APPEAL, IF ANY, WHETHER OR NOT LITIGATION OR ARBITRATION IS INSTITUTED) SUFFERED OR INCURRED BY TAONZ, INCLUDING, WITHOUT LIMITATION, ANY CLAIM FOR PERSONAL INJURY OR PROPERTY DAMAGE, ARISING FROM: (I) THIS AGREEMENT; (II) THE SERVICE PROVIDED TO CUSTOMER BY TAONZ; (III) THE CUSTOMER'S USE OR POSSESSION OF THE MAILBOX; (IV) THE FAILURE OF ANY THIRD PARTY TO PROVIDE DELIVERY OR COURIER SERVICES ACCURATELY AND ON TIME, THIS INCLUDES ANY COMMERCIAL DELIVERY OR COURIER SERVICE.(V) LOSS, DAMAGE, OR DESTRUCTION OF THE CUSTOMER'S MAILBOX CONTENTS, OR OF ANY MAIL, PACKAGE OR PARCEL BY ANY CAUSE WHATSOEVER WHETHER OR NOT ATTRIBUTABLE TO TAONZ'S NEGLIGENCE OR INTENTIONAL ACT; AND (VI) ANY VIOLATION BY CUSTOMER OF ANY FEDERAL, STATE OR LOCAL LAWS, STATUTES, RULES OR REGULATIONS. FOR PURPOSES OF THIS AGREEMENT, THE INDEMNIFIED PARTIES SHALL INCLUDE TAONZ AND ITS OWNERS, AFFILIATES, SUBSIDIARIES, PARENTS, SHAREHOLDERS, MEMBERS, SUCCESSORS, ASSIGNS, REPRESENTATIVES, FRANCHISEES, OFFICERS, DIRECTORS, AGENTS, ATTORNEYS AND EMPLOYEES.

15. CUSTOMER AGREES AND ACKNOWLEDGES THAT TAONZ IS NOT LIABLE FOR ANY DAMAGE OR LOSS TO MAILBOX CONTENTS, MAIL, PACKAGES OR PARCELS THAT OCCURS BEFORE, DURING OR AFTER MAILING OR SHIPMENT TO THE CUSTOMER. THE CUSTOMER ACKNOWLEDGES AND AGREES THAT THE SERVICES DO NOT INCLUDE CUSTOMS TAXES OR FEES. CUSTOMER IS SOLELY RESPONSIBLE FOR THE EXPORT AND IMPORT OF ITS PACKAGES AND SHIPMENTS. CUSTOMER IS ALSO SOLELY RESPONSIBLE FOR THE PAYMENT OF ANY AND ALL CUSTOMS, DUTIES, TARIFFS, TAXES, OR OTHER CHARGES OR FEES OF ANY NATURE RELATING TO THE SHIPMENT OF MAIL AND/OR PACKAGES TO THE CUSTOMER. ANY ADDITIONAL INSURANCE IN EXCESS OF THE STANDARD AMOUNT INSURED BY CARRIERS, IF ANY, MUST BE AUTHORIZED AND PAID FOR IN ADVANCE BY THE CUSTOMER. SHOULD THE CUSTOMER REQUEST AND PAY IN ADVANCE FOR ADDITIONAL INSURANCE WITH A SHIPPING COURIER, TAONZ WILL ONLY ACT AS THE CUSTOMER'S AGENT IN PURCHASING SUCH INSURANCE AT THE CARRIER'S NORMAL INSURANCE CONDITIONS AND WILL NOT BE RESPONSIBLE FOR UNPAID CLAIMS OR ANY OTHER ISSUES RELATED TO THE INSURANCE. NOTWITHSTANDING THE CUSTOMER

ACKNOWLEDGES AND AGREES THAT TAONZ HAS NO RESPONSIBILITY OR OBLIGATION TO INSURE ANY MAIL OR SHIPMENTS SENT TO THE CUSTOMER. CUSTOMER AGREES THAT TAONZ DOES NOT INSURE NOR PROCESS CLAIMS OF ANY KIND FOR USPS SHIPMENTS

16. CUSTOMER AGREES THAT THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT ANY WARRANTIES (WHETHER EXPRESSED OR IMPLIED). TAONZ DOES NOT REPRESENT OR WARRANT THAT THE SERVICE WILL MEET ANY OF CUSTOMER'S EXPECTATIONS OR REQUIREMENTS NOR THAT THE SERVICE IS PROVIDED SECURELY OR WITHOUT ERRORS SERVICE IS PROVIDED ON A "AS AVAILABLE" BASIS AND TAONZ MAKES NO WARRANTIES THAT THE SERVICE WILL BE TIMELY, AVAILABLE AT ALL TIMES OR FOR A PARTICULAR PERIOD OF TIME WITHOUT INTERRUPTIONS. CUSTOMER USE AND OPERATION OF THE SERVICE OR TAONZ'S WEB PAGE IS AT CUSTOMER'S SOLE DISCRETION AND RISK TAONZ WILL NOT BE RESPONSIBLE FOR ANY DAMAGE RESULTING TO THE CUSTOMER OR ITS COMPUTER SYSTEMS THAT RESULTS FROM THE DOWNLOAD OF DATA FROM TAONZ'S WEBSITE.

17. THE CUSTOMER AGREES AND ACKNOWLEDGES THAT THE TOTAL AMOUNT OF LIABILITY OF TAONZ, IF ANY, FOR ANY AND ALL CLAIMS, CAUSES OF ACTION, DAMAGES, LOSSES OR JUDGMENTS ARISING OUT OF OR RELATED TO THIS AGREEMENT AND THE SERVICE SHALL NOT EXCEED \$100.00 (UNLESS INSURANCE IS PURCHASED) WITHOUT REGARD OF THE NATURE OF THE CLAIM, LOSSES OR DAMAGES INCURRED. TAONZ SHALL NOT BE LIABLE FOR ANY OTHER LOSS, CLAIM, DAMAGE OR INJURY ARISING OUT OF, RELATED TO, OR IN ANY CONNECTED WITH THIS AGREEMENT OR THE PROVISION OF ANY SERVICES PURSUANT TO THIS AGREEMENT. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF FITNESS, MERCHANTABILITY OR OTHERWISE ARE DISCLAIMED. ALL SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING FROM THIS AGREEMENT OR THE SERVICE ARE HEREBY EXCLUDED, TO THE FULL EXTENT PERMITTED BY TEXAS LAW. IN NO EVENT AND UNDER NO CIRCUMSTANCES SHALL TAONZ BE LIABLE TO CUSTOMER FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES WHATSOEVER.

18. IF THE CASE THAT ANY PROVISION OF THIS AGREEMENT SHALL BE DEEMED TO BE ILLEGAL, INVALID OR OTHERWISE UNENFORCEABLE, SUCH PROVISION SHALL BE CONSIDERED DELETED FROM THIS AGREEMENT, BUT ALL OTHER PROVISIONS OF THIS AGREEMENT AND THE REMAINING PORTION OF ANY PROVISION WHICH IS DEEMED TO BE ILLEGAL, INVALID OR UNENFORCEABLE IN PART SHALL CONTINUE IN FULL FORCE AND EFFECT.

19. IF ANY PARTY TO THIS AGREEMENT FAILS TO ENFORCE ANY PROVISION OF THIS AGREEMENT, OR FAILS TO EXERCISE ANY RIGHT AT ANY TIME , SUCH FAILURE NOT OPERATE AS A WAIVER THEREOF.

20. YOU WILL BE REQUIRED TO CORRECTLY AND COMPLETELY DISCLOSE THE CONTENTS OF ANY ITEMS. YOU AGREE TO BE TRUTHFUL IN YOUR DISCLOSURE AND ACKNOWLEDGE THAT YOU MAY BE SUBJECT TO CIVIL AND CRIMINAL PENALTIES FOR A FALSE DISCLOSURE. THE CUSTOMS AND EXCISE ACT 1996 AND OTHER RELEVANT LEGISLATION RELATING TO THE IMPORTATION AND DELIVERY OF GOODS APPLY TO THE SERVICES IN THIS AGREEMENT. YOU ARE RESPONSIBLE FOR COMPLIANCE WITH LEGISLATIVE REQUIREMENTS.

21. TAONZ ADVISES THAT THE ITEMS LISTED ON NEW ZEALAND CUSTOMS' PROHIBITED IMPORT ITEMS CAN NOT BE SHIPPED USING THE TAONZ SERVICE WITHOUT APPROVAL OF TAONZ.

22. WE ARE NOT REQUIRED TO PROVIDE OUR SERVICES, IF IT IS NOT REASONABLE FOR US TO DO SO BECAUSE OF EVENTS OUTSIDE OUR CONTROL.

23. CUSTOMER AGREE TO BEAR AND PAY ALL/ANY GST AND OR DUTY OR TARRIFS OR OTHER CHARGES WHATSOEVER THAT MAY BE DUE AND OR PAYABLE TO ANY RELEVANT AUTHORITY AND ANY CLEARANCE FEES/CHARGES, IF REQUIRED. THE CUSTOMER FURTHER AGREE TO INDEMNIFY TAONZ HOLD HARMLESS FROM AND AGAINST ALL CLAIMS, ACTIONS, COSTS, DAMAGES, LIABILITIES WHATSOEVER AND HOWSOEVER INCURRED AS A RESULT OF AND IN RELATION TO ANY MATTERS RELATING TO OR INCIDENTAL TO THE PURCHASE AND OR SHIPPING OF THE PRODUCT.

24. CUSTOMER AGREE AND ACKNOWLEDGE THAT TAONZ ARE NOT RESPONSIBLE IN ANYWAY WHATSOEVER FOR ANY TRANSPORTATION OR SHIPPING MATTERS INCLUDING BUT NOT LIMITED TO DELAYS AND THAT CUSTOMER ARE CONTRACTING DIRECTLY WITH THE TRANSPORT OR SHIPPING COMPANY THAT CUSTOMER AGREE TO ENGAGE ON THE TERMS SET OUT BY THEM.

25. ANY PROVISION HEREIN WHICH IS INVALID OR UNENFORCEABLE IN THAT JURISDICTION IS TO BE READ DOWN FOR THE PURPOSES OF THAT JURISDICTION, IF POSSIBLE, SO AS TO BE VALID AND ENFORCEABLE, AND IS OTHERWISE CAPABLE OF BEING SEVERED TO THE EXTENT OF THE INVALIDITY OR UNENFORCEABILITY, WITHOUT AFFECTING THE REMAINING PROVISIONS HEREIN OR AFFECTING THE VALIDITY OR ENFORCEABILITY OF THAT PROVISION IN ANY OTHER JURISDICTION.