



Conditions of Use of Coolpak Coolstores Limited & Hilton Cold Storage Limited W.I.R.E. (Web Based Inventory Reports and Enquiries) Facilities

1. APPLICATION OF TERMS AND CONDITIONS

1. The terms and conditions set out below apply to each and every use of W.I.R.E. or any substitute or temporary facility offered by us.
2. These terms and conditions:
 - a. include important information on the use of W.I.R.E., password security and cancellation of W.I.R.E. access;
 - b. state your rights, responsibilities and obligations once you are registered for W.I.R.E.;
 - c. state our rights, responsibilities and obligations as the provider of W.I.R.E.;
 - d. form the entire agreement between you and us as to the terms and conditions of access to and use of W.I.R.E. and if there is any inconsistency between these terms and conditions and any other information on our website these terms and conditions will prevail.
3. We may vary these terms and conditions at any time. If these terms and conditions are so varied a new agreement will be sent to you at the email address recorded against your User ID. You must sign and return the agreement within the time specified in that agreement or your User ID and password will be revoked.
4. These conditions are designed to regulate the supply, storage and accessing of information over the Internet relating to the cool storage of goods. Nothing in these terms and conditions shall be taken as affecting our Conditions of Storage of Goods which shall continue to apply between us. In the event of any conflict between those Conditions of Storage and these Terms and Conditions, those Conditions of Storage will apply.

2. APPLICATION TO BECOME REGISTERED USER

1. Please print, read and sign to acknowledge acceptance of these Terms and Conditions and then return these Terms and Conditions to us. On receipt of the signed terms and conditions we will provide you with a unique User ID and password of your choice to enable you to access W.I.R.E.
2. Notwithstanding anything in clause 2.4 we may refuse to issue you a User ID and password in our sole discretion for any reason whatsoever.

3. STORAGE AND USE OF USER ID AND PASSWORD

1. Once issued with a user ID and password, you must:
 - a. keep your User ID and password secure against any unauthorised use;
 - b. not disclose your password to anyone else;
 - c. Not write your password down, nor keep it in a file on your computer, including any password saving facility.
2. You may change your password at any time. We will prompt you every 60 days to consider changing your password but change will not be mandatory and you can keep the same password if you wish.

3. Anyone using your User ID and password will have access to your accounts whether they are authorised by you to do so or not. We have no obligation to verify any instruction received from you or appearing to be sent by you via W.I.R.E. provided the correct User ID and password have been used.
4. If you believe for any reason that your User ID and/or password could be known by an unauthorised person, or if you discover any unauthorised use of your User ID and/or password has taken place, you must change your password immediately and notify us by calling us on (03) 684 9100 during business hours or calling Gayna Palmer, Chief Executive at any time on cell phone number 027 2211818

4. YOUR RESPONSIBILITIES AND LIABILITIES

1. You undertake to advise us immediately if you become aware that any information in our W.I.R.E. system is incorrect.
2. You are responsible for ensuring that all information you supply to us is correct. We are not liable to check any information or make any enquiries to establish the correctness of any information you supply to us. You are liable for any loss we suffer, whether direct or indirect, as a result of incorrect information supplied by you.
3. You are liable for any loss, whether direct or indirect, suffered by us as a result of your wrongful use or misuse of W.I.R.E. or the wrongful or unauthorised use of your User ID and/or password, except that if you have notified us in terms of clause 3.4 of any suspected or actual unauthorised use you shall not be liable for any loss arising from unauthorised use after such notification unless your fraudulent or negligent acts have led to the loss.
4. You will be liable for all loss, including any consequential loss suffered by third parties, if you act fraudulently, either alone or together with any other person.

5. CONFIDENTIAL INFORMATION

1. You agree to treat as confidential any information regarding our business or operations or any of our other clients' business or operations which comes into your possession, whether as a result of your use of W.I.R.E., through computer fault or error, or error on our part.
2. You agree not to use or disclose such confidential information to any third party or use or store such information in any way whatsoever.
3. Immediately on your receipt of any such information you must notify us that you have received it and then destroy it.
4. The operation of this clause will survive the expiration or termination of this agreement.

6. OUR RESPONSIBILITIES

1. We are liable for any direct loss or damage that results from fraudulent conduct by our employees or agents.
2. We are liable for any direct loss suffered by you from wrongful or unauthorised use of your User ID and/or password after you have notified us of suspected or actual unauthorised use unless your fraudulent or negligent acts have led to the loss.
3. We are not responsible for any loss that results directly or indirectly from any unauthorised use or misuse of your User ID and/or password unless the unauthorised use or misuse was the direct result of our employee's acts or omissions.

4. We now exclude all other liability we may have to you:

We are not liable to you nor do we have to pay you for anything else caused by or resulting from anything we do or do not do or delay in doing whether or not it is contemplated or authorised by these terms and conditions.

This exclusion applies whatever you are claiming for and however liability arises or might arise were it not for this clause. This includes but is not limited to any direct loss or consequential loss or damage you may suffer due to:

- The inaccuracy of any information contained within the information fields in W.I.R.E.
- The loss or corruption of any information contained within the information fields in W.I.R.E.
- Unauthorised access to the information contained in W.I.R.E.
- Your use or inability to use W.I.R.E. at any time.
- Failure or delay in Internet service.
- Malfunctioning equipment including telecommunications or Internet equipment.
- Our negligence in any respect

7. EQUIPMENT

You are responsible for obtaining, using, and maintaining a computer with Internet access compatible with our W.I.R.E. system. Any change of computer or Internet service provider is your responsibility. You are liable for all costs incurred by you in accessing or using W.I.R.E.

8. CANCELLATION

1. You can suspend or cancel your W.I.R.E. access at any time by cancelling your user ID and password.
2. Cancellation must be by notice in writing to us in accordance with clause 9. You will remain responsible for any transactions via W.I.R.E. until notice of cancellation of your User ID and password is given to us in accordance with clause 9.
3. We may cancel your User ID and password at any time at our sole discretion and this cancellation may be without notice to you.

9. NOTICES

1. Amendment notices, or any other notice to be given to you under these terms and conditions, may be sent to you at the email address recorded against your User ID, or electronically via the Internet at the W.I.R.E. access point. It is your responsibility to ensure that the email address recorded against your User ID is correct at all times.
2. Any notice to be given by you to us must be sent to us at:

Coolpak Coolstores Limited
 177-195 Fraser Street
 PO Box 1010, TIMARU
 Email: coolpak@coolpak.co.nz

10. DEFINITIONS

W.I.R.E. – Web-based Inventory Reports & Enquiries

User ID – the identification name issued to you by us

Password – means a confidential internet password used to access W.I.R.E. in conjunction with your User ID. Your password helps prevent unauthorised access to and use of W.I.R.E.

We, Us or Our – Coolpak Coolstores Limited, Hilton Cold Storage Limited and their related companies

You or Your – user of W.I.R.E. including any employees of a user

I ACKNOWLEDGE THAT I UNDERSTAND AND ACCEPT THE ABOVE TERMS AND CONDITIONS FOR THE USE OF W.I.R.E.

SIGNED ON BEHALF OF

SIGNED

SIGNED BY *(please print name)*

DESIGNATION

DATED

COMPANY STAMP IF APPLICABLE