

## General lien – Special Conditions

### General terms and conditions

1. These Special Conditions apply in addition to TCNZ's Terms and Conditions of Trade (found at [www.towercranesnz.com](http://www.towercranesnz.com)). The Special Conditions and Terms and Conditions of Trade shall be taken as mutually explanatory, but in the case of ambiguity or conflict the Special Conditions prevail.
2. Words and phrases with capital initial letters that are not otherwise defined in these Special Conditions have the meaning set out in the Terms and Conditions of Trade.

### General lien

3. TCNZ may exercise a general lien against any Goods or property belonging to the Customer in the possession of TCNZ for all sums outstanding under any contract to which the Customer and TCNZ are parties.
4. If the lien is not satisfied within 7 days of the due date for payment of any sum outstanding to TCNZ, TCNZ may, having given notice of the lien, at its option either:
  - (a) remove such Goods and/or property and store them in such a place and in such a manner as TCNZ thinks fit and proper and at the risk and expense of the Customer; or
  - (b) sell such Goods and/or property or part thereof upon such terms as it thinks fit and apply the proceeds in or towards discharge of the lien and costs of sale without being liable to any person for damage caused.
5. If the Credit Contracts and Consumer Finance Act 2003 applies to the contract, the Customer has the rights provided in that Act despite anything contained in these Special Conditions.
6. The Customer will not sell, assign, pledge, mortgage, sublet, lend or purport to do so, or part (or purport to part) with possession of:
  - (a) any purchased Goods until title has passed to the Customer under the Terms and Conditions of Trade; and
  - (b) any Goods not purchased by but otherwise provided to the Customer.
7. The Customer will provide a safe, secure and proper place to keep any Goods, for which title has not passed to the Customer, when not in use.