

9. The Governor-General shall bear the expense of all aforesaid tests of ammunition and the Company shall bear the expense in respect of such tests as result in the rejection of any lot of ammunition.

10. The Official representing the Governor-General as aforesaid shall have the power to reject any ammunition which shall be found not to comply with the specifications aforesaid for such class of ammunition or not to satisfactorily fulfil the aforesaid tests and ammunition so rejected shall not be paid for.

11. The Company shall be entitled to be represented by a duly authorized official of the Company when ammunition is being examined or tested as hereinbefore provided and the said Official representing the Governor-General shall and will for this purpose give due notice to the Company or its representatives at Auckland of the intention to hold such examination and testing from time to time.

12. In case the ammunition supplied or any part thereof aforesaid is rejected and is not replaced with ammunition fulfilling the required tests and conditions within a period of three months from the service of notice in this behalf on the Company the Governor-General shall have the right of purchasing the same quantity of ammunition elsewhere and any extra cost or expense thereby incurred shall be paid by the Company.

13. The ammunition shall be made up in packages containing ten rounds each and the company shall mark the base of all the cartridges with the Company's trade-mark and R.L. mark of cartridges *i.e.* Mark VII unless a change in ammunition is made during the term of the contract in which case the mark of the new cartridge shall be substituted for Mark VII. The wrappers or boxes or cases in which such cartridges are packed shall be marked in any manner that may be required by the Governor-General. As soon as the present stock of boxes in use shall have been exhausted the Company shall make boxes of a pattern and design to be first submitted to and approved by the Governor-General.

14. The Governor-General or an officer duly appointed by him shall during working-hours have the right of entry to the Company's works and the right to inspect the finished component parts and any ammunition ready for delivery.

15. The Company shall not nor will assign or sublet this contract or any part thereof without the consent in writing of the Governor-General first had and obtained.

16. In case the Company fails to execute any order for ammunition at the time and in the manner provided for by this contract (whether ordinary supply under the foregoing provisions hereof or special supply under clause 21 hereof) or in case the Company assigns or sublets this contract or any part thereof without the consent in writing of the Governor-General being first obtained or in case the Company fails in the observance or performance of any of the provisions or conditions to be observed or performed by the Company contained in clauses five (5) and twelve (12) of this contract or in case an order is made or an effective resolution passed for the winding up of the Company then and in any such case it shall be lawful for the Governor-General by writing under his hand to cancel this contract and thereupon this contract shall be cancelled and all sums of money then due or accruing to the Company from the Government under this contract shall be forfeited PROVIDED ALWAYS that if such failure is proved to the satisfaction of the Governor-General to have been caused by unforeseen circumstances over which the Company could have no control the Governor-General may rescind such notice of cancellation if given or withhold the giving of such notice upon such terms as he thinks just and equitable PROVIDED FURTHER that if the Company commits any breach of any provision or condition of this contract other than those in the clauses hereinbefore specifically mentioned then the Company shall pay to the Governor-General as liquidated damages for the first breach of any such provision or condition the sum of two hundred and fifty pounds (£250) and should the Company commit any second breach of such provision or condition the sum of One thousand pounds (£1,000) and should the Company commit a further breach then the Governor-General may cancel this contract in manner hereinbefore provided.