



Terms and Conditions

1: Terms of contract

Any goods or services supplied to you shall be subject to these terms of trade unless we agree in writing to change them. If you accept delivery of goods from us, or deliver goods to us for repairs or servicing, those actions by you will be deemed to be acceptance of these terms of trade, notwithstanding anything that may be stated to the contrary in your enquiries or your order. These terms of trade do not apply to any goods sold to you on hire purchase, or leased by us to you.

2: Price

2.1 Unless otherwise agreed in writing all freight, insurance, delivery and travel charges will be additional to any price quoted. Unless otherwise agreed in writing any quoted price may be altered prior to delivery of goods to you, or before completion of repairs or services by us, if our costs fluctuate materially. We may withdraw any quotation before it is accepted, and in any event any quotation will lapse 30 days after it is given without notice, unless otherwise agreed in writing. GST will be payable by you as an additional amount on all prices and charges.

2.2 The price for goods and services will be either as quoted to you in writing or, if no written quote is provided, pursuant to our standard charges applying at the time.

3: Payment

3.1 Unless otherwise agreed in writing you must pay for goods and services on the 20th of the month following the date of the invoice relating to those goods or services.

3.2 If full payment for the goods or services is not made on the due date, then without prejudice to any other remedies available to us:

We may cancel or withhold supply of further goods or services;

Interest on monies overdue shall be charged on a daily basis and be calculated by adding 5% per annum to the overdraft rate payable by us to our bankers at the time of and during such default, and interest shall continue to accrue both before and after judgement. You shall be responsible for all costs incurred by us in recovering such monies.

3.3 We shall have a full right of set-off with respect to amounts owed by you to us under these terms of trade, in relation to any monies owing by us, or any of our related companies to you howsoever arising. Your obligation under these terms of trade shall be to pay the full amount owing under these terms of trade free of all deductions or rights of set off.

4: Ownership

4.1 Ownership in the goods shall not pass upon delivery, but shall remain with us until full payment for all monies owing by you to us have been made. Until all monies have been paid:

You hold the goods supplied as fiduciary for us and will deal with them as agent for and on behalf of us (but will not hold yourself out as our agent to any third parties);

You shall store our goods separately consistent with the goods being our property, and ensure such goods are able to be separately identified;

If you resell the goods supplied the proceeds of any resale will belong to us, and you will pay the same into a separate account for which separate records are kept, and all claims which you hold against third parties will be handed over to us;

You irrevocably give us and our agents the right to enter your premises, to remove any of the goods supplied and resell them;

If any of the goods supplied are incorporated in or used as material for other goods, provided these goods retain their separate identity to the extent that they can be separated out of the other goods, they remain our property. You specifically authorise us to retake possession of the goods.

5: Liens

All goods delivered to or in our possession, for repair or servicing are subject to a lien for any sums owing by you to us, for repairs or servicing carried out on the goods. Where we retain a lien over any of your goods and you are more than three months overdue with any monies owing, we without further notice may sell the goods in such a manner and such terms as we think fit, and may from sale proceeds repay the amounts owing to us for work done, and any expenses of sale.

6: Risk and Delivery

6.1 Unless otherwise agreed, you shall be responsible for the cost of and arranging transportation of all goods. If we are delivering the goods to you, we will use our best endeavours to see that deliveries are made according to schedule, but shall not be responsible for delivery delays due to causes beyond our control.

6.2 Risk in respect of the goods sold shall pass to you when the goods are delivered to you or your carrier, or the time you pay for the goods, whichever is the earlier. Risk in the goods in our possession for servicing, remains with you. It is your responsibility to insure the goods, even if we have arranged transportation of the goods.

7: Warranties

We warrant that all goods have been manufactured in accordance with the usual practices of the industry, and are free from defects in materials and workmanship, subject to clauses 7.2 and 7.3. Except to the extent of written warranties given by us to you, all other warranties and representations in respect of goods sold or services supplied are excluded, including (to the extent permitted by law) those expressed or implied by law. Where any written warranty conflicts with clauses 7.2 or 7.3 the provisions of clauses 7.2 and 7.3 as applicable shall apply.

7.2 We shall not be liable:

Where you have altered or modified the goods, mis-applied the goods, or have subjected them to any unusual or non-recommended use, servicing or handling;

For loss caused by any factors beyond our control; For any indirect or consequential loss of any kind; For any second hand goods;

Where the terms of any written warranty have not been complied with, or any manufacturers' handbook provided to you has not been complied with.

7.3 Our total liability under any warranty for defective or damaged goods supplied by us or in relation to the provision of services is limited at our option to either:

Replacing or repairing the defective or damaged goods; or

Refunding the price of the defective or damaged goods or provision of service.

7.4 In the event of a short delivery or errors in dispatch which would be apparent by inspection on delivery, we will accept no liability unless notified by you in writing within three days of delivery.

7.5 Where you return defective goods and you can claim for any reasonable freight charges. Where we elect to repair defective goods, we will use all reasonable endeavours to repair the goods, as soon as possible, but will not be liable for any delay in completing the repairs.

7.6 All warranty work to be carried out by third parties and service agents must be approved by us before the repair work commences.

8: Goods for credit (excluding warranty)

8.1 Where goods are being returned to us for credit, other than under clause 7.5, they must be returned within 30 days from the date of invoice in the same condition they were supplied. Failure to return the goods within 30 days will result in a 10% restocking fee to a maximum of \$200.

Should we be required to repair any goods returned for credit, we will deduct the costs of repair from the credit.

9: General Terms

9.1 Mediation

If a dispute arises, the parties will try to settle the dispute by mediation before resorting to litigation or arbitration. Any party may initiate mediation by giving written notice to the other. Mediators should be agreed upon by the parties, but if the parties cannot agree on one within seven days after the mediation has been initiated, then the mediator shall be appointed by the chairperson of the New Zealand chapter of lawyers engaged in alternative dispute resolution.

9.2 Cancellation

You may not cancel any order for goods or part of it without our written consent. If you do so, in addition to any other rights we may have, we may retain any deposit paid. We shall have the right to cancel any orders for goods which we have accepted, if due to circumstances beyond our control it would be impractical or unreasonable to fill the order, if any information supplied by you is materially incorrect, or if in our opinion a satisfactory servicing or repair cannot be achieved.

9.3 Waiver or variation

Waiver or variation of these terms of trade by us will only be effective if given in writing by an authorised person. If we waive any of these terms of trade the waiver will not affect our rights under these terms of trade at any future time.

9.4 Governing law

These terms of trade will be interpreted in accordance with and governed by the laws of New Zealand and the New Zealand courts will have non-exclusive jurisdiction in respect of all matters between us.

9.5 The Privacy Act

You and any guarantor (if relevant) authorise us to collect and hold personal information from any source we consider appropriate to be used for the purposes of determining credit worthiness, for communicating promotional activities and product information, for debt collection purposes, or for any other related purpose. You further authorise us to disclose personal information held by us for the purposes set out above to any other parties. You understand that you have a right of access and may request correction of personal information held by us about you.

9.6 Consumer Guarantees Act (CGA)

If the CGA applies, these terms and conditions shall be read subject to your rights under the CGA, provided that where you are acquiring goods or services for business purposes the CGA shall not apply. Where you are acquiring goods for resale to non-domestic users, you shall ensure your terms of trade contract out of the CGA.

10: Special Conditions

The customer shall recognise that upon accepting delivery he shall accept that there may be on-going product development the cost of which shall be borne by the customer. In the case of special trailers warranty shall be for defective components not defective design (specification) that needs further development.

11: Place of performance and jurisdiction

The sole place of performance for all obligations arising to the seller out of the contractual relationship towards the buyer, including the obligations of the seller to ensure guarantee. shall be the place of the sellers registered office

The sole court of jurisdiction for all present and future claims arising from the business relation with the buyer. including claims for bills of exchange or cheques shall be the place of the sellers registered office.

All contracts concluded with our company shall solely be governed by the original laws of New Zealand thus excluding any standardised or international purchase rights. The sole place for all if any disputes to be resolved is Hamilton, New Zealand.