

# TERMS AND CONDITIONS FOR NORTH SHORE FLASHINGS LIMITED

## 1. DELIVERY AND RISK

1.1 The terms of trade set out below govern all supplies of goods and services from the Supplier ("we", "our", "us") to the Customer ("you"). They are effective from 20 September 2024 and will replace all earlier written or oral agreements and any terms and conditions contained in any document used by you that purports to have contractual effect. Your acceptance of any goods or services from us indicates your continuing acceptance of these terms of trade.

1.2. You are responsible for insurance and assume all risk for the goods from the moment they leave our premises.

1.3. You agree to bear all delivery costs. If we deliver your order in instalments, each delivery will be considered a separate contract under these terms.

1.4. You do not have the right to possess the goods until they are delivered to you or collected by you. If you request that we deliver goods directly to another person, that person will take possession of the goods on your behalf as your agent, and you remain fully responsible to us under these terms.

1.5. All claims for shortages or delivery damage must be made to both the carrier and us within 5 business days of the delivery date. In the case of non-delivery, claims must be made within 2 business days of the expected delivery date.

1.6. We will make every effort to deliver goods and perform services in a timely manner; however, we will not be liable for any loss or damage arising from any delay in delivery or performance.

## 2. QUOTATIONS, ORDERS, AND PRICES

2.1. Unless otherwise agreed in writing prior to placing an order, the prices for goods or services will be those listed in our current price list or as applicable at the time the order is placed. Prices are subject to change without notice.

2.2. By accepting the quotation, you also accept the dimensions and specifications outlined within it. Any changes to these dimensions after the quotation has been accepted must be confirmed in writing via email.

2.3. References to sheet size, strand width, gauge, and weight are approximate. While every effort is made to ensure accuracy, the specifications of goods manufactured and supplied by us are subject to normal trade tolerances.

2.4. Unless otherwise stated in writing:

- a. Quoted prices are in New Zealand dollars (NZD) and exclude GST.
- b. Prices are valid only for the period specified in the quotation; if no time period is specified, the prices are valid on the date of the quotation only.
- c. Unless otherwise stated in writing, the responsibility for assembling, configuring, and installing the goods (where required) lies with the customer.

2.5. You are responsible for paying Goods and Services Tax (GST) and any other applicable government duties, levies, or taxes related to the goods or services.

2.6. Orders may only be cancelled with our written consent, provided the order has not yet been processed. We reserve the right to charge a cancellation or restocking fee.

### 3. PAYMENTS AND PROPERTY

3.1. Unless we have agreed in writing to extend credit to you, payment for all goods and services must be made in full before delivery or collection.

3.2. Where we have agreed in writing to extend credit to you, and unless otherwise communicated in writing and signed by us, payment must be made in full, without deduction or setoff, on or before the 20th day of the month following the invoice date.

3.3. Your payment is considered complete only when the funds have fully cleared the banking system and are credited to our bank account.

3.4. If payment is not received in full by the due date, we reserve the right to charge a late fee of 10% and interest on the unpaid balance, compounding monthly at a rate of 1.5%. We reserve the right to charge any costs incurred (including collection and legal costs on a solicitor-client basis) and to suspend the delivery of further goods or the performance of additional services until your account is settled in full.

3.5. Payments made to us will be applied first to any amounts owed for services, followed by payments for any purchased goods.

3.6. Property and ownership of the goods, whether in their original form or incorporated, comingled with, or attached to another product, will not transfer to you but will remain with us until we receive full payment of the purchase price, and all other amounts owed to us for any reason.

3.7. Notwithstanding clauses 3.1 and 3.2, all payments shall become immediately due to us if:

- a. You refuse to accept delivery of any goods without reasonable cause;
- b. We reasonably believe that the information provided in your credit application is incorrect or no longer accurate, and you fail to provide correct information within 5 days of our request;
- c. Without our consent, you sell or otherwise dispose of any equipment that has not been paid for;
- d. You become insolvent, commit any act of bankruptcy, or if a receiver, administrator, liquidator, or statutory manager is appointed over any of your assets or undertakings;
- e. You fail to comply with any provisions of clause 4.0; or
- f. You make or attempt to make an arrangement or composition with creditors.

3.8. If you have not paid for the goods and we reasonably believe that the consumer goods have been or will be destroyed, damaged, disposed of, sold, endangered, disassembled, removed, or concealed, or that you are or will be in breach of any part of clauses 3.0 or 4.0 of this agreement, we or our agent may enter your premises without further notice to you or any other person to remove any goods that are our property. This includes goods or software incorporated into any other goods, and we may use such force as is necessary without prejudice to any of our other rights.

3.9. If you acquire goods from us for personal, domestic, or household use, nothing in clauses 3.0 or 4.0 will limit or derogate from your rights under the Credit Repossession Act. We will comply with that Act when exercising our powers under clause 3.8.

3.10. You indemnify us against all costs and claims arising from our exercise of rights under this clause 3.0.

### 4. SECURITY INTERESTS

4.1. If we already have a perfected security interest in the goods we supply to you and their proceeds, that security interest will continue under these terms of trade. Otherwise, you grant us a security interest in the goods we supply to you. Our security interest covers the goods and their proceeds of all kinds, up to the

value of all goods and services we have supplied to you, whether or not those goods have become accessions to other goods or have been processed, comingled, or mixed with other goods. The goods and services subject to the security interest will be described on our invoices. If the goods we supply to you have been mixed with similar goods supplied by others, you grant us a security interest in the mixed goods to the value of the goods we supplied that have not yet been paid for.

4.2. You agree to perform all necessary acts and provide us, upon request, with all information required to register a financing statement over the goods and their proceeds of all kinds. You waive all rights to receive a copy of any verification statement of a financing statement.

4.3. You must notify us immediately in writing of any changes to the information you have provided to us, and at least 7 business days in advance of any changes to your name, company name, or trading name.

4.4. You agree to provide us, within 2 business days of our written request, with copies of all security interests registered over your personal property. You also authorize us, as your agent, to request information from any secured party regarding any security interest held in any personal property that is or has been in your possession or control.

4.5. You must reimburse us for our reasonable costs, including legal costs on a solicitor-client basis, associated with the discharge or amendment of any financing statement registered by us, regardless of whether the change was initiated by you.

4.6. If we repossess goods under this agreement, we may retain or dispose of the goods without notice to you or any other person. After deducting reasonable sale costs, any surplus will be credited as a setoff against amounts you owe us. We are not obligated to provide you with a statement of account or pay any sum to anyone other than you, your receiver, or your liquidator, and only if the amount exceeds what you owe us at the time of credit. We are not obligated to reinstate this agreement or resupply any repossessed inventory or equipment to you.

4.7. You authorize us to search the Personal Property Securities Register at any time for any information about you or, if you are a company, your parent or associated companies.

## 5. RETURNS

5.1. You acknowledge and agree that returns will only be accepted at our discretion, and any credit for returned goods will be issued solely at our discretion.

5.2. However, nothing in these terms of trade will limit or affect any rights that a non-business consumer may have under the Consumer Guarantees Act 1993.

## 6. WARRANTIES

6.1. Where the New Zealand Consumer Guarantees Act 1993 applies to the supply of goods or services under these terms of trade, you may have additional rights under that Act.

6.2. Where goods are subject to manufacturers' warranties, we will pass on the benefit of those warranties to you, without being directly liable under any warranty. You are responsible for the cost of returning good.

## 7. LIMITATION OF LIABILITY

7.1. To the extent permitted by law, our liability for any loss or damage of any kind arising from any breach of these terms or any other obligation is limited to the value of the goods or services supplied under this agreement.

7.2. We are not liable for any indirect, consequential, or special damages, including but not limited to loss of profits, loss of business opportunities, or loss of goodwill.

## 8. CONFIDENTIALITY

8.1. You agree to keep confidential any proprietary or confidential information disclosed by us during the term of this agreement and not to disclose it to any third party without our prior written consent.

8.2. This obligation of confidentiality shall survive the termination of this agreement.

## 9. FORCE MAJEURE

9.1. We shall not be liable for any failure to perform our obligations under this agreement if such failure results from any cause beyond our reasonable control, including but not limited to acts of God, war, terrorism, labour disputes, and governmental actions.

## 10. GOVERNING LAW

10.1. These terms and conditions shall be governed by and construed in accordance with the laws of New Zealand. Any disputes arising under or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of New Zealand.

## 11. ENTIRE AGREEMENT

11.1. These terms and conditions constitute the entire agreement between us and you concerning the subject matter hereof and supersede all prior agreements, understandings, and negotiations, whether written or oral.

## 12. VARIATION

12.1. We reserve the right to amend these terms and conditions at any time. Any changes will take effect upon posting the updated terms on our website or through direct communication to you.

## 13. SEVERABILITY

13.1. If any provision of these terms and conditions is found to be invalid or unenforceable by any court of competent jurisdiction, the remaining provisions shall continue to be valid and enforceable.