

GENERAL

1. (a) All quotations, offers, sales and contracts are subject to the following Terms and Conditions. These Terms and Conditions form part of and should be read in conjunction with each and every quotation, offer, sale or contract.
(b) All clerical and typographical errors and omissions shall be subject to subsequent correction on the quotation and subsequent contracts between the parties shall at all times be deemed subject to this right on the part of the Company.
(c) "Company" means STAUFF Corporation (NZ) Limited.
(d) These conditions (which may only be waived in writing signed by the Company) shall prevail over all conditions of the purchaser's order to the extent of any inconsistency.

QUOTATION PERIOD

2. Unless previously withdrawn, any quotation is valid for a period of thirty (30) days from its date. The Company reserves the right to refuse any order based on this quotation within seven (7) days after receipt of the order.

TERMS OF PAYMENT

3. All payments are strictly net cash payable thirty (30) days from date of invoice except as provided in clause 4 herein.

PROGRESS PAYMENTS

4. On any sale or contract where the price is expressed to be payable by progress payments, the Company shall be entitled to monthly progress payments as follows:
(a) During manufacture, supply and/or erection – progress claims with payments of up to ninety percent (90%) of the total material purchased work done or erection completed payable seven (7) days from date of invoice; and
(b) on completion of the contract the remaining balance of the adjusted contract value is payable thirty (30) days from date of invoice.

GOODS AND SERVICES TAX

5. (a) Unless otherwise stated, all prices and all other moneys payable by and on behalf of the purchaser are exclusive of Goods and Services Tax or like impost (GST).
(b) Liability for GST (payable in respect of any taxable supply) is additional. It is payable by the purchaser to the Company at the same time the price and other moneys are payable.

RIGHTS IN RELATION TO GOODS

6. (a) Ownership of goods supplied will not pass to you until you have paid for them in full.
(b) You acknowledge that until that time you are in possession of the goods solely as bailee for us.
(c) Your right to possession of the goods shall cease if payment for the goods is due under clause 3 but not paid. In such event, we may enter any premises where the goods are or are reasonably thought to be and repossess them.

7. WHERE GOODS HAVE NOT BEEN PAID FOR IN FULL:

- (a) Until you use or sell the goods, you must store them separately and so they are clearly identifiable as the property of STAUFF Corporation (NZ) Limited.
(b) You may sell the goods in the ordinary course of your business on the following conditions;
 - (i) you make the sale as our agent and bailee;
 - (ii) the proceeds of the sale are held by you in trust for us and you keep them separately and so that they are clearly identifiable as ours; and
 - (iii) if you have not received the proceeds of the sale, you will, immediately upon request assign to us all your rights arising out of the sale.

CANCELLATION

8. Orders cannot be cancelled except with the Company's written consent which consent the Company shall be entitled to withhold if it so desires. Any consent will be on terms which indemnify the Company against all losses.

DELIVERY

9. (a) We agree to do our utmost to effect delivery in the time named, but do not accept any responsibility if the delivery is not effected in the time stated. In case the procuring and/or shipment or delivery of the goods to the purchaser is prevented or delayed through any cause beyond our control the delivery and/or shipment may be suspended partially or totally; such suspension shall not be a breach of nor in any way invalidate this contract and the period of shipment and/or delivery shall be extended accordingly.
(b) The Company does not accept orders that include a penalty for late delivery, unless specifically agreed to in writing.

DEFAULT IN PAYMENT

10. Should the purchaser make any default in payment or commit any act of bankruptcy or assign his estate or make any arrangements with his creditors or go into liquidation or become subject to a receivership, the Company may at its option cancel any undelivered portion of the order and shall be entitled to recover from the purchaser all losses and damages suffered and all expenses incurred by reason of any such default.

CLAIMS

11. All claims with regard to quality, quantity or conditions, etc, shall be made in writing within ten (10) days of delivery, otherwise the goods delivered will be deemed to be in accordance with the contract. Any defective goods are to be returned freight paid to the Company at the purchaser's risk. In no instance shall any claim for damage or loss whether direct or indirect in respect of the goods howsoever arising out of them or their use be greater in amount than the actual invoice value of the goods in respect of which the claim is made. All damage or loss over and above such invoice price shall be borne by the purchaser.

CHARGES FOR DESIGNS

12. Where a sketch, model or other experimental or preliminary work is made or performed at the request of the purchaser and if an order therefrom does not eventuate, the cost thereof will be charged to the purchaser.

LIABILITY

13. The Company is not the manufacturer of the goods and gives no guarantee as to quality nor as to fitness thereof for any particular purpose and accepts no liability in respect of or resulting from any defect in or failure of the goods supplied. The purchaser accepts the guarantee of the manufacture of the goods is the only guarantee given to the buyer in respect of the goods. The Company agrees to assign to the purchaser on request the benefit of any warranty or entitlement to the goods that the manufacturer has granted to the Company under any contract or by implication or operation of law to the extent that the benefit of any warranty or entitlement is assignable.

LIMITATION OF LIABILITY

14. To the extent permitted by the New Zealand Consumer Law the total liability of the Company to the purchaser for any claims is limited to one or more of the following:
- (a) In the case of services supplied or offered by the Company:
 - (i) the re-supply of the services; or
 - (ii) the payment of the cost of having the services re-supplied.
 - (b) In the case of goods supplied or offered by the Company:
 - (i) the replacement of the goods or the supply of equivalent goods; or
 - (ii) the repair of the goods; or
 - (iii) the payment of the cost of having the goods replaced; or
 - (iv) the payment of the cost of having the goods repaired.

SPECIFICATIONS

15. Unless otherwise stated in the quotation all information contained in drawings, and catalogues and other advertisement matter, is intended merely to present a general idea of the goods described therein and dimensions, weight, and other particulars must be taken as approximate only. Certified drawings will be furnished if required. All drawings are the exclusive property of our principals, and must not be lent, copied, or otherwise used without the written consent of our principals or of this Company and must be returned on demand. We reserve the right to amend specifications to such extent as may be thought fit by the manufacturer during the course of manufacture.

ALTERATIONS, FAULTY INFORMATION

16. All equipment supplied and delivered under this quotation will be completed strictly within the terms of the specification and drawings referred to. If the purchaser should for any reason, require any alteration or amendment thereto, such amendment and/or alteration shall be arranged and agreed upon in writing prior to commencement or during the currency of the contract. And further that a price allowance and amended delivery schedule therefore shall have been agreed to by the Company in writing.

DEFAULT IN PAYMENT

17. Failure to make payment when due constitutes a breach of the contract and the Company may repudiate the whole contract without in any way jeopardising its right of payment for work done or money expended, or its other legal rights.

PRICE VARIATION

18. All quotations for goods of overseas manufacture and quoted on indent basis, are subject to any variation in exchange rates, custom duty, overseas freight charges and government charges which may be imposed, other than those in effect as at the date of this quotation.

RISK

19. The purchaser's property at any time in the possession of the Company shall be entirely at the purchaser's risk in all respects and the Company accepts no responsibility for any loss or damage occurring thereto while the same is in its possession or through failure to re-deliver the same or any part thereof.