

TERMS AND CONDITIONS OF SALE

1. INDUSTRY STANDARDS

- a. Timber is sold in standard industry sizes, lengths, profiles and seasoning. Timber sizes are nominal or approximate.
- b. The vendor reserves the right to supply, at the cost of the purchaser, the nearest longer length to that ordered, if that length is not in stock.

2. FITNESS OF GOODS

- a. Goods are not supplied as fit for any particular purpose unless such purpose is expressly made known to the vendor prior to the sale and the vendor certifies these goods are suitable for that purpose.
- b. The vendor shall not be responsible for advice or lack thereof to the purchaser as to storage, use, application or installation of any goods.
- c. Grade, specification/seasoning are at time of supply, the vendor shall not be responsible for any subsequent deterioration, degrade or damage.

3. CLAIMS

- a. Any claim arising out of any sale must be made in writing within seven days of delivery.
- b. The vendor will not be liable for any replacement/rectification work whatsoever, unless approved by the vendor in writing prior to any work.

4. RETURNS

Goods returned by the purchaser which are correctly supplied shall, if accepted for return, be subject to a handling charge of \$20 (excl GST) or 20% of their value, whichever is the greatest. Special orders can only be returned with prior approval of vendor.

5. CREDIT SALES

- a. Invoice are due and payable by the last day of the month following date of purchase. Invoices are net unless otherwise marked.
- b. All invoices are claims under the Building and Construction Industry Act 1999.
- c. Credit may be refused for any sale at any time without notice.
- d. Where an order is delivered in several parts as requested, over a period, the vendor shall be entitled to invoice the whole order at the date of the first delivery to the project.

6. RISK AND TITLE

- a. Risk in all goods passes when the goods are left on site if delivered, or when they are collected ex yard.
- b. Property passes when the goods are paid for; if payment is made by cheque, property does not pass until the cheque is met on presentation.
- c. The purchaser consents to the vendor registering its rights under a contract pursuant to the Personal Property Securities Act 2009.
- d. If the goods are not paid for, the vendor may at any time without notice enter the site or property where the goods are situated and repossess them.
- e. The vendor shall not be liable for any damage to the site or the goods resulting from repossession and the purchaser shall indemnify the vendor in relation to any such damage.

7. DELIVERIES (including collection ex yard/depot as applicable)

- a. Delivery times/dates are estimates only and subject to delays due to traffic, inclement weather, breakdown, raw material shortage and the like.
- b. The purchaser may nominate a particular delivery point provided such point is safely & reasonably accessible by the delivery vehicle.
- c. In no case shall the vendor be required to transport goods more than three metres from the delivery vehicle.
- d. If the delivery vehicle is delayed at the delivery point or site for more than one half hour, the vendor may charge waiting time at minimum rate of \$70 (excl GST) per hour or part thereof. Multiple deliveries, if required will incur additional freight charges.
- e. Signatures on delivery dockets for goods will only be obtained on the express instruction of the purchaser.
- f. The vendor shall take no responsibility for stacking or storage of goods delivered or for any damage such stacking may cause.
- g. The vendor will take no responsibility for any damage caused by the delivery vehicle to the delivery site when proceeding in accordance with the purchaser's direction or instructions and the purchaser will indemnify the vendor in respect thereof.

8. QUOTATIONS

Unless otherwise agreed in writing, quotations are firm for 14 days and if accepted thereafter may be subject to price variation.

9. INTEREST AND CHARGES

- a. Interest will be charged on all overdue amounts (including cheque or card payments not met on presentation) at the rate of 2% per month
- b. Payments by credit card may incur a credit card processing fee.
- c. Credit sales to the value of \$200 or less may be subject to a accounting & handling fee of \$20

10. CREDIT CHECK AUTHORISATION

The applicant/s hereby irrevocably authorises credit enquiries and obtaining credit information about the applicant, its principal/s, and/or its Directors from any and all sources whatsoever.

11. ACKNOWLEDGMENT OF HAZARDS

The purchaser acknowledges that working with products sold including exposure to wood or other dust may be hazardous to health and indemnifies the vendor from any damage or injury arising there from.

12. SPECIFICATIONS NOT BINDING

- a. All specifications, drawings and particulars of weight or dimensions are approximate only and any deviation there from shall not form the basis for any claim whatsoever.
- b. The descriptions, illustrations and performances contained in catalogues, price lists and other promotional material do not form part of the contract for sale of goods.

13. TERMS AND PRECEDENCE

These terms shall take precedence over any purchase order, quote or other document and may only be varied by the vendor in writing.