

Standard Terms of Trade

1. Definitions

In these conditions unless the context otherwise requires:

- Building Supply contract means any transaction or contract written or verbal of offer, acceptance and consideration between Build Products Limited and the Client/customer
- Company; means Build Products Limited.
- Client; means a person/s, or other such legal entity, interacting with the Company to buy products or services from the Company or continuing to interact with the Company by using testing, sampling, and /or asking the Company to deliver any services.
- Contract price; means the price of goods as agreed between the Client and the Company.
- Contract; means the contract between the Company and the Client for the purchase of the goods.
- Client instruction; means any direction or decision by the Client to engage the Company for further information beyond an initial first preliminary consultation including but not limited to; refinement of home plans or any design change proposals.
- Date of the contract; means where the contract arises from a quotation or estimation given by the Company, i) the date of acceptance of the order by the Company; or ii) Where the contract arises from a quotation or estimation given by the Company, the date upon written notification of acceptance of the quotation is received by the Company.
- Goods; mean the products, home products and/or services being purchased by the Client.
- Quotation shall mean price on offer for a fixed term. Manager is the companies appointed decision maker.
- Home product; means a whole house build or commercial build structure, part build, alteration, or addition, artwork or any other commercial or residential or public or private use structure or attachment designed and/or constructed by Build Products Limited.
- PPSA; means the Personal Property Securities Act 1999.
- Priority; means a period of time whereby a Client has the first advantage to purchase a good or home product before that good or home product can be sold by the Company or its agent to another Client; Such a period of time will be normally be referred to in context, such as "Priority period" and/or "Priority date" which may specify the period of time or only the date of expiry.
- Validity; means a period of time that a, proposal, good, home product, warranty, guarantee or any promise will be honoured by the Company; Such a period of time may normally be referred to in context, such as "Validity period" and/or "Validity date" which may the period of time or date of expiry.

2. Quotation

The Client may request a Quotation from the Company setting out the price and quantity of the Goods to be supplied. All Quotations are only valid if signed by a duly authorised representative of the Company. If the Quotation is acceptable to the Client, the Client may place an order within the time frame priority stipulated on the Quotation, or if not stipulated, then within 10 working days.

3. Estimation

The Client may request an Estimation from the Company setting out the expected price and base specifications of the Goods to be supplied, the Client acknowledges that the Estimation may be subject to a cost variance of up to 35%. If the Client accepts the price based on this Estimation, such variances will be itemised and carry standard Company administrative price mark ups as specified by current company cost mark-up policy. If the Estimation is acceptable to the Client, the Client may place an order within the priority and/or validity period stipulated on the Estimation or if not stipulated, then within 10 working days.

4. Client Instruction for more information and/or changes to goods

If any instruction, verbal or written, that is received by the Company from the Client for the supply of goods or home product, shall constitute acceptance of the terms and conditions contained herein. In the instance whereby the Client is asking for a variation, revised planning, design or for supply of goods and or services from the Company after an original contract agreement has been sealed, the Company reserves the right at its sole discretion to charge a service charge for such services to the Client. If the Client consequently completes a transaction from the Company the fee for any services may be incorporated into the final quoted or estimated cost for the product or invoiced separately at the Company's sole discretion.

5. Acceptance

If any instruction, verbal or written, that is received by the Company from the Client for the supply of Goods, shall constitute acceptance of the terms and conditions contained herein. Upon acceptance of these terms and conditions by the Client, the terms and conditions are definitive and binding.

6. Terms and Conditions

These terms and conditions and any subsequent terms and conditions issued by the Company shall apply to all orders for the goods and the services made by the Client after the date and time at which these conditions are first delivered or sent by email or facsimile to, or otherwise brought to the notice of, any employee, staff member or representative of the Client. It shall be the Client's responsibility to ensure that these conditions are promptly brought to the attention of the appropriate staff of the Company, and accordingly any order made by the Client after the date and time described above in this clause shall be deemed to be an acceptance of these conditions.

7. Price

- 7.1. The Price shall be as indicated on invoices provided by the Company to the Client in respect of goods, home products and/ or services supplied; or
- 7.2. The Price shall be the Price of the Company's current Price at the date of delivery of any goods.
- 7.3. Time for payment for the products and/or services shall be of the essence and will be stated on the invoice, quotation, tender documents, work authorisation form or any other work commencement forms. If no time is stated then payment shall be due on delivery of any goods.
- 7.4. The Client agrees that the cost Price shall be determined by the Company, and shall take into consideration "one-off" costs such as design and production.
- 7.5. The Company reserves the right to implement a surcharge for alterations to specifications of products after the order has been placed.

8. General terms

- 8.1. The company reserves the right to withdraw a home product, service or good from sale at any time.
- 8.2. All goods are supplied subject to supplier availability. In the event where a good or home product cannot be supplied or replaced the client accepts that a product of equal qualities, standards or price shall be acceptable.
- 8.3. No warranty, implied or explicit covers any "acts of god" or damage or harm caused unlawfully; accidentally, purposely or by negligence or failure to carry out specified maintenance requirements.
- 8.4. All product brochure images of home products are artistic impressions and as such aesthetics and aesthetic scale is likely to be different in reality. All home products can be subject to alterations, dimension changes and changes to specifications without notice, and dependant on the final build choice/options of the Client, and compliance requirements of legislation, practicality, and workability of final design. The company will endeavour to represent its products as fairly as possible but gives no guarantee of exactness, unless a written Building Supply Contract is made for a good or home product at which time such a Building Supply Contract shall determine all guarantees, warranties and conditions.

9. Payment, Late Payment, Default of Payment and Consequences of Default of Payment

- 9.1. The method of payment will be made by cash, or by cheque, or by bank cheque, or by direct credit, or by any other method as agreed to between the Client and the Company.
- 9.2. Subject to any provision to the contrary in the Contract, payment (being cash unless otherwise arranged in advance and confirmed in writing by a duly authorised manager of Build Products Limited or his appointee) shall be received within 7 days following the date of the Company's invoice to the Client, which shall be issued promptly on or after delivery of the goods or services.
- 9.3. Late payment shall incur a late payment fee of 15% calculated on the balance outstanding and then thereafter at 15% per annum calculated daily for each day that the overdue amount remains outstanding. This shall be payable on any monies outstanding under the Contract from the date payment was

due until the date payment is received by the Company, but without prejudice to the Company's other rights or remedies in respect of the Client's default in failing to make payment on the due date.

- 9.4. Without prejudice to any other remedies the Company may have, if at any time the Client is in breach of any obligation (including those relating to payment), the Company may suspend or terminate the supply of Goods or home product to the Client and any of its other obligations under the terms and conditions. The Company will not be liable to the Client for any loss or damage the Client suffers because the Company exercised its rights under this clause.
- 9.5. In the event that:
- any money payable to the Company becomes overdue, or in the Company's opinion the Client will be unable to meet its payments as they fall due; or
 - the Client becomes insolvent, convenes a meeting with its creditors or proposes or enters into an arrangement with creditors, or makes an assignment for the benefit of its creditors; or
 - a receiver, manager, liquidator (provisional or otherwise) or similar person is appointed in respect of the Client or any asset of the Client; then without prejudice to the Company's other remedies at law, the Company shall be entitled to cancel all or any part of any order of the Client that remains unperformed in addition to, and without prejudice to any other remedies; and all amounts owing to the Company shall, whether or not due for payment, immediately become payable and the Company will have the right to charge any collection charges, legal fees, penalty interest as per clause 8.3 or other enforcement and recovery costs and (ii) for the purposes of this give all Client details and information to any agent or debt collection agency who will have the right to retain and use such information for the purposes of debt enforcement, credit reporting and enforcing collection of monies owed to the company and any associated costs.

10. PPSA

- 10.1. The Contract constitutes a security interest in the goods supplied by the Company to the Client for the purposes of the PPSA as security for payment by the Client of all amounts due under the Contract, including any future amounts.
- 10.2. The Client agrees to promptly execute and deliver to the Company all assignments, transfers and other agreements and documents and do anything else which the Company may deem appropriate to perfect the Company's security interest over the Client, or obtain the priority required by the Company or register (and renew registration) a financing statement for a security interest in favour of the Company.
- 10.3. To the extent that Part 9 of the PPSA applies, the Client agrees that the provisions of sections 114(1)(a), 120, 122, 133 and 134 of the PPSA which are for the Client's benefit, or place any obligations on the Company in the Client's favour, will not apply; and where the Company has rights in addition to those in Part 9 of the PPSA, those rights will continue to apply.
- 10.4. To the extent that Part 9 of the PPSA applies, without limiting anything in the previous paragraph, the Client hereby waives its rights under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA, and its rights to receive a copy of a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement registered by the Company.
- 10.5. The Client agrees to treat the security interest in the goods as a continuing and subsisting security with priority over a registered general security interest and any unsecured creditors, regardless of whether the goods have become fixtures at any time before payment has been made for them.

11. Governing laws

These Terms of Trade will be interpreted in accordance with applicable government legislation, which will have exclusive legal jurisdiction over any dispute in relation to the products and/or services or these Terms of Trade.

12. Dispute resolution

The Company will endeavour to resolve any dispute between the Client and itself without the need for Court proceedings. Any such attempt is without legal prejudice.

13. Reservation of title

Ownership and title of the goods remains with The Company until the purchased price and all other monies owing by the Client, under the contract or any other contract to The Company, have been paid in full.

14. Warranty

The Company warrants that it will repair or make good any defects in products or home product sold by it provided written notice of the claim is received by the Company and the claim is received within the stated warranty period as per the stated warranty period as specified for that Home product or good. No claim shall be accepted under such warranty if any attempt to repair the defective goods is made by any person not authorised by the Company, or if the defective goods have been modified or incorrectly cared for as per manufacturer or Company recommendations. If the Company elects to repair or replace any defective good or home product, such work shall be undertaken as the Company may reasonably specify and manage.

15. Privacy

The Client may give personal information to the Company in order for the Company to maintain and produce accurate and proper business records and to communicate to the Client at any time as required. The Company will hold any such information with reasonable security and will only disclose any such information as required by New Zealand law or to any other person/s after having obtained express consent of the Client.

- The Company uses internet cloud and Company server based electronic storage, and paper based storage. Transmission of Client data is via verbal, written – paper based, email, SMS, multimedia, bluetooth, LAN, and Wi-Fi. The Company will take all reasonable steps to ensure data security is maintained in its storage and transmission of Client information
- The Client upon written request to the Company, shall have access to any information it holds and be entitled to make corrections to that information for the purposes of accuracy.
- The Client upon giving any such private information to the Company acknowledges and gives express consent that the Company will use such information for the purposes of conducting normal and reasonable business practices, including, warranty and guarantee registrations with the companies suppliers, direct Client targeted marketing, target research and quality control purposes, and or financial or legal contract requirements and for the purposes of enforcing any rights or legal remedies afforded to it under these terms of trade and New Zealand Law.

14.1 Electronic Theft of Data

Whilst the Company will endeavour to protect a Clients information, the Company will not be held liable or responsible for any acts of hacking or security breaches (electronic or physical) or criminal acts of other person/s and/or unauthorised publication and/or unlawful or unauthorised transmittal of the Clients information.

16. Liability

The Company shall not be liable for any loss of any kind whatsoever suffered by the Client as a result of any breach of any of the Company's obligations under the contract, including any cancellation of the contract or any negligence on the part of the Company, its servants, agents or contractors, nor shall the Company be liable for any loss, damage or injury caused to the Client's servants, agents, contractors, Clients, visitors, tenants, trespassers or other persons. The Client shall indemnify the Company against any claim by any such person.