

TERMS AND CONDITIONS

1. Basis of this contract
 - 1.1. This contract sets out the terms and conditions that apply when you ("you" and "your") decide to purchase products from Pole Timber & Hardware Ltd ("we", "us" and "our").
2. Using your information
 - 2.1. You agree that we may obtain information about you to:
 - assess your credit worthiness;
 - enforce any rights under this contract;
 - market any of our products to any other entity.
 - 2.2. You agree that we may give that information to any person for the above purposes, but you may withdraw your consent at any time.
 - 2.3. You may access any information that we hold about you and ask us to correct any mistakes in it.
3. Products
 - 3.1. In these terms and conditions "products" means and includes, without limitation, the following:
 - all design and detailing services, including design work that we outsource;
 - the manufacture and supply of pre-nail timber frames and trusses and associated products;
 - all timber, bracing, ceiling strapping and various hardware products;
 - all products and design services identified in any account application, order form, supply request, quotation, or in any invoice issued by us to you, which documents are deemed to be incorporated into and form part of our contract with you.
4. Price
 - 4.1. The price is the cost of the products as agreed between you and us.
 - 4.2. If no price is stated in writing or agreed to orally, the products will be treated as supplied at the current amount that we supply those products at the time of the contract.
5. Payment
 - 5.1. You agree to pay us:
 - on or before the 20th day of the month following the date of our invoice ("the due date");
 - an extra 2.5% for credit card payments;
 - interest on any amount you owe after the due date at the rate of 2.5% per month or part month;
 - costs, including debt collection and legal costs, which we may incur as a consequence of having to enforce any of our rights contained in this contract;
 - if you default in payment, then we are entitled to enter a caveat against your land in which the products were installed, in accordance with the Land Transfer Act 1952. A caveat is a notice that is registered against the title of a property, which informs anyone who searches that title that we have a right or interest in that land;
 - on occasions we may issue "payment claims" made pursuant to the Construction Contracts Act 2002;
 - invoices or "payment claims" may be sent by email.
6. Quotation
 - 6.1. When we give a quotation for products:
 - unless otherwise agreed the quotation shall be valid for thirty (30) days from the date of issue; and
 - the quotation will be exclusive of Goods and Services tax unless specifically stated to the contrary; and
 - we reserve the right to alter the quotation because of circumstances beyond our control;
 - the price for materials is an estimate only and may involve an additional cost to you due to price increases and/or the cutting and assembly process;
 - we are not responsible for the cost of any alterations to pre-nailed material that was altered without our approval;
 - where products are required in addition to the quotation, or you request alterations, you agree to pay for the additional cost of such products and/or alterations;
 - whether or not a part or full delivery is made, full payment of the quoted sum is due as per these terms when the first delivery is made, either ex-factory or on site.
7. Delivery and risk
 - 7.1. We are responsible for the products until you collect them or they are delivered to you.
 - 7.2. Delivery is complete when we give the products directly to you or leave them at your site. Thereafter you are responsible for insuring the products against loss and damage.
- 7.3. The time stated for delivery is an estimate only and we are not responsible for any delay in the delivery of the products.
8. Warranty
 - 8.1. Manufacturer's warranty applies where applicable.
 - 8.2. Any written warranty that we provide will also form part of our contract with you.
9. Security
 - 9.1. Until you have paid us in full for all products supplied, we retain ownership of the products.
 - 9.2. Until you have paid us in full for all products supplied, it is agreed pursuant to the Personal Properties Security Act 1999, that we have a security interest in all the products supplied by us to you and in the sale proceeds of products you may have sold in which we retained a security interest. Further you agree to hold such sale proceeds on trust for us.
10. General lien
 - 10.1. You agree that we may exercise a general lien against any of your products in our possession for any money outstanding under this contract and any other contract to which you and us are parties. A lien is the right to take another's property if an obligation is not discharged.
 - 10.2. If the lien is not satisfied within seven (7) days of the due date, we may, after giving notice of the lien either:
 - remove the products and store them as we think appropriate at your risk and expense;
 - sell the products or part of them as we think appropriate and use the proceeds towards the discharge of the lien and costs of the sale, without being liable to any person for any loss or damage caused.
11. Limitation of liability
 - 11.1. The Consumer Guarantees Act 1993, the Fair Trading Act 1986, the Sales of Goods Act 1908, the Building Act 2004 and other statutes and regulations may imply guarantees, warranties, conditions or impose obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied guarantees, warranties, conditions or obligations imposed on us, our liability shall, where it is allowed, be excluded or if not able to be excluded, apply only to the minimum extent required by the relevant statute.
 - 11.2. Subject to our obligations pursuant to clause 11.1, if we are deemed to be liable to you for any loss or damage of any kind whatsoever, arising from the supply of products by us to you, including consequential loss, whether suffered or incurred by you or another person or entity and whether in contract or tort (including our negligence) or otherwise, then it is agreed by you that our liability is limited in its aggregate to \$1,000.00.
12. Copyright
 - 12.1. You agree that we own and have copyright to all designs, drawings, systems, solutions, specifications, electronic data and documents produced by us in connection with the products supplied by us.
13. Cancellation
 - 13.1. In addition to any other entitlements, we may have to cancel or suspend, we have the right by notice to suspend or cancel any part of any contract for the supply of products to you, if you fail to pay any money owing after the due date.
 - 13.2. Any cancellation or suspension will not affect our claim for:
 - money due at the time of cancellation or suspension;
 - damages for any breach of your obligations to us under this contract;
 - any other legal rights we have.
14. Personal guarantee of company directors or trustees
 - 14.1. If you are a company or a trust:
 - the director(s) or trustee(s) signing this contract, in consideration for us agreeing to supply products and grant credit to the company or the trust, also sign this contract in your personal capacity, and jointly and severally personally undertake
 - as principal debtors, to pay everything that the company or trust owes us, and to indemnify us against non-payment;
 - any personal liability of a company director or trustee will not exclude the company or trust from the liabilities and obligations contained in this contract.
15. Governing law
 - 15.1. This contract and any dispute arising from it, is governed exclusively by the laws of New Zealand.