

## 1. APPLICABILITY

Unless otherwise agreed in writing by P & F Global Ltd, all quotes given by P & F Global Ltd, and supply of Goods by P & F Global Ltd, to the Customer are governed by these terms and conditions to exclusion of all other terms and conditions or representations. These terms and conditions will not be deemed to be modified, cancelled or waived in whole or in part except by written amendment of P & F Global Ltd. "Customer" means any company, person or other body which orders or requests, either itself or through an agent, the supply of Goods from P & F Global Ltd or makes an application for credit from P & F Global Ltd in relation to any such supply; "Goods" means all pipe and related fittings, drain layer tools, drainage related products and fittings supplied by P & F Global Ltd to the Customer; "GST" means goods and services tax. Pursuant to the Goods and Services Tax Act 1985; "PPSA" means the Personal Property Securities Act 1999 and "Signatory" means any person signing an order or credit application for or on behalf of the Customer.

## 2. PRICES

Prices quoted are indicative only and subject to variation by P & F Global Ltd without notice. Quotes may be withdrawn by P & F Global Ltd at any time prior to receipt of written acceptance. Quotes are otherwise valid for 30 days and will lapse if not accepted in writing by the Customer within that time. All quotes must be kept confidential between the Customer and P & F Global Ltd. Unless otherwise agreed by P & F Global Ltd in writing, the price payable for the Goods is the price specified in the invoice for the particular delivery of Goods.

## 3. PAYMENT TERMS, CREDIT AND INTEREST

Unless otherwise agreed in writing P & F Global Ltd, all Goods must be paid for in cash. If P & F Global Ltd grants credit to the Customer the following terms shall apply.

a. Payments will be made in full without deduction no later than the 20th day of the month following invoice

b. Should the Customer default in payment of any monies due to P & F Global Ltd then:

(i) All monies due by the Customer to P & F Global Ltd shall immediately become due and payable; and

(ii) Pipe & Fittings NZ Ltd may charge the Customer interest at current bank overdraft rate plus 2% on all overdue amounts, from the date payment was due until payment in full; and

(iii) P & F Global Ltd may suspend further deliveries of Goods to the Customer until the Customer has paid all monies due by the Customer to P & F Global Ltd; and

(iv) P & F Global Ltd may revoke all credit provided to the Customer and require that all further deliveries be on a cash on or before delivery basis.

c. Any expenses costs or disbursements incurred by P & F Global Ltd in recovering any outstanding monies including debt collection agency fee or legal fees shall be recoverable from the Customer.

d. P & F Global Ltd is entitled to request security from the Customer and shall be entitled to withhold the supply of Goods or credit until such security has been obtained.

## 4. RESERVATION OF TITLE

All Goods supplied by P & F Global Ltd shall remain the property of P & F Global Ltd until payment in full by the Customer of all amounts owing is received by P & F Global Ltd. Until property of the Goods passes to the Customer, the Customer shall hold the Goods as bailee and shall be liable to P & F Global Ltd accordingly. If the Customer breaches any of these terms and conditions P & F Global Ltd shall have the right (without giving notice) to retake possession of the Goods and the Customer authorizes P & F Global Ltd or its representatives, servants, agents or employees to enter any premises upon which the Goods are stored for the purpose of retaking possession of the Goods and P & F Global Ltd shall not be liable for any costs or damage incurred by the Customer by reason of such entry..

## 5. PERSONAL PROPERTY SECURITIES ACT 1999

The Customer must do all such things and execute or arrange for execution of all such documents as P & F Global Ltd may require to ensure that P & F Global Ltd has a perfected first ranking security interest(s) in the Goods. The Customer waives its right to receive a copy of any verification statement(s) under the PPSA and agree that as between P & F Global Ltd and the Customer, the Customer will have no rights under (or by reference to) sections 114(1)(a), 116, 117(1)(c), 119, 120(2), 121, 125, 129, 131, 132, 133 and 134 of the PPSA. Immediately upon request by P & F Global Ltd the Customer must (at the Customer's cost) procure from any person considered by Pipe & Fittings NZ Ltd to be relevant to its security position such agreements and waivers as P & F Global Ltd may at any time require to the intent that P & F Global Ltd will have a first-ranking security interest(s) under the PPSA in the Goods and any wooden pallets/dunnage supplied by P & F Global Ltd until all sums owing by the Customer to P & F Global Ltd have been paid.

## 6. TAXES

GST and any duty or other tax, levy or impost on or relating to the Goods, is payable by the Customer to P & F Global Ltd upon demand, in addition to the price of the Goods

## 7. CLAIMS

P & F Global Ltd shall not be liable in respect of any claim for defective Goods unless such claim is notified to P & F Global Ltd in writing within 7 days of delivery of the Goods. The liability of P & F Global Ltd for defective Goods shall be limited to an amount not exceeding the purchase price of the defective Goods. P & F Global Ltd will not otherwise be liable for any loss or damage (including direct or consequential loss, or loss of profits) incurred by the Customer or any third party as a consequence of the Goods being defective. P & F Global Ltd will not in any circumstances be liable for any loss or damage caused by willful or accidental damage, negligent or improper use, maintenance or storage or any other circumstances whether or not within or beyond P & F Global Ltd control.

## 8. CREDITS

The Customer does not have a right to return the Goods. However P & F Global Ltd may, in its sole and absolute discretion, permit the Customer to return Goods for credit if the Customer pays a handling charge of 15% of the purchase price for the Goods plus GST and the Goods are, at the Customer's cost, returned to P & F Global Ltd in first class resaleable condition.

## 8. DELIVERY

P & F Global Ltd will use reasonable endeavours to deliver Goods ordered within a reasonable time. Delivery dates are estimates only and P & F Global Ltd shall not be liable for any damage or loss arising out of delay in delivery. All risks in respect of the Goods will pass to the Customer on delivery to a carrier or to the Customer or nominee as the case may be. If P & F Global Ltd is requested to store Goods or if P & F Global Ltd is required to store Goods because of the fault of the Customer after the Goods are ready for dispatch, the Customer shall pay all charges of and incidental to such storage. Such storage will be at the Customer's risk, and will not entitle the Customer to postpone payment of any sums due to P & F Global Ltd. A receipted consignment note, bill of lading or dispatch advice, shall be conclusive proof of delivery unless otherwise stated, delivery costs will be paid by the Customer. Transit insurance to the Customer's account can be arranged by P & F Global Ltd if requested by the Customer. P & F Global Ltd shall not be liable to the Customer or any third party for short delivery, or loss in transit of the Goods. Any deliveries necessitating delivery outside the hours of 7:30am - 4:00pm on weekdays must be by special arrangement. Where the Goods are delivered by P & F Global Ltd direct to the Customer or nominee, the Customer shall provide at its expense, safe hard roading suitable for use by usual road transport to deliver materials to the site specified by the Customer or to an area alongside such site, with sufficient clear hard space at all times for unloading and stacking and unless otherwise specified, shall supply all necessary cranes and other unloading facilities.

## 9. ORDERS

Orders of Goods may be verbal or written. P & F Global Ltd will not be liable for any error in the Customer's order and the Customer will be responsible for errors arising out of verbal orders not confirmed in writing. Cancellation of orders for Goods placed with and accepted by P & F Global Ltd may be made only with the written consent of P & F Global Ltd. P & F Global Ltd will not be liable for any loss or damage suffered by the Customer or any third party as a result of cancellation of an order.

## 10. CONFIDENTIALITY

All drawings, designs, specifications, technical data and other information which P & F Global Ltd supplies in connection with a quotation or order are confidential. All such information remains P & F Global Ltd property, and must not be disclosed to any third person without our written permission and shall be returned immediately upon P & F Global Ltd request.

## 11. INTELLECTUAL PROPERTY

If Goods are supplied to the Customer's designs or specifications the Customer warrants that none of its designs or specifications infringe any copyright, patent or other intellectual property right. If the Customer's designs or specifications infringe, or are alleged to infringe any patent, registered design, copyright or other intellectual property rights, the Customer will indemnify P & F Global Ltd for any liabilities incurred by P & F Global Ltd as a result of the Customer's breach of this clause.

## 12. FORCE MAJEURE

P & F Global Ltd will not be liable to the Customer if delivery of the Goods is prevented or delayed, by reason of any circumstances beyond P & F Global Ltd reasonable control.

## 13. CONSUMER GUARANTEES ACT 1993

The Customer agrees that where it is buying the Goods for the purposes of a business the Consumer Guarantee Act 1993 does not apply. The implied conditions under the Sale of Goods Act 1908 do not apply to the supply of Goods by P & F Global Ltd to the Customer.

## 14. HEALTH AND SAFETY

You must comply with the Health and Safety at Work Act 2015 ("the Act"). When operating in any of P&F Global Ltd's premises or outlets, comply with all policies and regulations affecting P&F Global Ltd, including but not limited to its hazard identification policy and other Health and Safety in Employment policies notified to you, or of which you are aware, from time to time. You will immediately:

- Notify P&F Global Ltd if any person employed or engaged to perform any activity for the purposes of these Supplier Terms of Trade is harmed in any way;

- Notify P&F Global Ltd if P&F Global Ltd will or is likely to be in breach of the Act as a result of your failure to comply with the Act; and

- Do all acts and things as P&F Global Ltd reasonably directs to ensure that both you and P&F Global Ltd continue to comply with the Act and/or remedy any breach of the Act, including, if so directed, carrying out in good faith and with all due diligence, any safety procedures.