

Independent Doors Limited – Terms of Sale

Independent Doors Limited (“IDL”, “we” or “us”) agrees to supply goods (“the Goods”) and services (“the Services”) to you (“the Customer”), in return for payment of the price for those Goods and Services and according to these Terms of Sale. Acceptance of delivery or receipt of any Goods or Services will (notwithstanding any statement to the contrary by you, your employees or agents) constitute acceptance of these Terms of Sale.

1 Price

- 1.1 All prices exclude GST, any other applicable taxes and duties and insurance/freight/delivery/handling charges not expressly included in the price. You agree to pay these items (as applicable) in addition to the price, whether they are imposed before or after your order.
- 1.2 Any quoted purchase price is current for 30 days from the date of the quote unless IDL withdraws it earlier by notice to the Customer.

2 Payment

- 2.1 Payment must be made in cash prior to delivery of your order unless we agree otherwise in writing. If we allow you credit, payment in full is payable and due within 14 days of the date of invoice.
- 2.2 Where an order includes what we consider to be non-standard items we can require you to pay on confirmation of the order a deposit being 20% of the value of the order or such greater percentage as we notify in writing to you. If you cancel any order for a non-standard item after we have commenced production, we may retain the deposit and apply it towards any costs incurred in relation to the cancelled order, including materials, production and administration costs, without limiting our right to seek further damages should the costs incurred exceed the value of the deposit.
- 2.3 You must not withhold payment or make any deductions of any nature whether by way of set off, counterclaim or otherwise from any amount you owe us. Any default in payment shall make all money payable by you to us immediately due.
- 2.4 We can impose a credit limit on you at any time, and alter it at our sole discretion with effect from the date that we notify you of such change. If you exceed your credit limit, we can refuse to supply goods to you.
- 2.5 If you are in default on payment of any moneys due to IDL, we can withhold delivery of Goods until you provide payment of all money payable by you to us.

3 Delivery and Risk

- 3.1 Risk in any Goods sold to you will pass to you on Delivery being the time the Goods are dispatched to you, whether or not the Goods are to be uplifted by you or by a carrier arranged by you or us.
- 3.2 Any date or time stated for dispatch is an estimate only and not to be treated as a condition of sale.

4 Discrepancies and Defective Goods

- 4.1 You agree to let us know in writing within 48 hours of delivery of any discrepancy in your order when delivered or any damage or defect (“your claim”) in the Goods. After that time you agree you have accepted that the order as delivered is correct.
- 4.2 If we receive notice of your claim within 48 hours of delivery of the Goods (but not otherwise) and the Goods are damaged or defective then we will endeavour to remedy the problem at our sole option by replacing the Goods or refunding you the price paid for the particular defective or damaged Goods the subject of your claim, provided however that we will not be responsible for any damage or defect where you or people you are responsible for have caused it.

5 Security Interest

- 5.1 Ownership of all Goods supplied to you by us will not pass upon Delivery, but will remain with us until we have received total payment in clear funds of all moneys owing by you to us (whether relating to those Goods, to the supply of Services, or to any other personal property supplied). We hold a Security Interest in all Goods supplied to you for payment of those moneys.
- 5.2 Until all moneys due to us are paid by you, you agree to act as a fiduciary of us and that you will:
 - (a) Not sell, charge or part with possession of the Goods, otherwise than for their full values in the ordinary course of business;
 - (b) Not alter, obliterate, or deface the Goods and will not alter, obliterate, deface, cover up, or remove any identity mark indicating that the Goods are our property.
 - (c) Store the Goods in such manner that they are clearly identifiable as our property and must keep separate records of the Goods;
 - (d) Hold the proceeds of the resale of the Goods in trust for us, in a separate and identifiable manner.
- 5.3 At our request, you will promptly deliver, execute or do (or cause to be executed, delivered or done) any documents, contracts, agreements, deeds or other action that we may require from time to time to give effect to these Terms of Sale,

including without limitation doing all such things as we may require to ensure that the Security Interest created under these Terms of Sale constitutes a perfected Security Interest over the Goods. This includes, but is not limited to, providing any information we request to complete a financing statement or a financing change statement for the Personal Property Securities Register.

- 5.4 Where you are in default, you agree to IDL entering your premises or any other place where the Goods are located, or where IDL reasonably believes that the Goods are located, and taking possession of and selling the Goods even if IDL does not have priority over other persons having a Security Interest in the Goods. Sections 108, 109 and 120(1) of the Personal Property Securities Act 1999 do not apply to the extent that they are inconsistent with this clause.
- 5.5 You waive any right to receive a verification statement under the Personal Property Securities Act 1999 (“PPSA”).
- 5.6 Nothing in sections 114(1)(a), 117(1), 133 and 134 of the PPSA shall apply to these Terms and Conditions. Your rights as a debtor in sections 116, 119, 120(2), 121, 125-127, 129, 131 and 132 of the PPSA shall not apply to these Terms and Conditions.
- 5.7 We are entitled at any stage during the continuance of this Agreement to request such security or additional security as we in our sole discretion think fit and shall be entitled to withhold supply of goods or credit arrangements until such security or additional security shall be obtained.

6 Exclusion of Warranties

- 6.1 The Consumer Guarantees Act 1993 will not apply in respect of Goods or Services which we provide you where you acquire (or hold yourself out as acquiring) them for the purposes of a business as defined in that Act.
- 6.2 Unless you have rights under the Consumer Guarantees Act 1993 or other legislation, which cannot be excluded or limited, there are no warranties express or implied. This disclaimer includes implied warranties as to merchantability and fitness for a particular purpose.

7 Limitation of Liability

- 7.1 We are not liable to you for any loss or damage arising from delay or failure to perform our obligations due to a matter beyond our control.
- 7.2 We and our employees and agents shall not be liable to you for any claim for breach of Contract (except as provided in clause 7.3 below) or Statute or breach of duty in Tort (including negligence) or for any claim in Equity or otherwise at law.
- 7.3 Your sole remedy against us shall be limited to breach of contract and the extent of any such liability shall be limited to an amount equal to the price charged for the particular Goods or Services to which the breach relates. We will not, in any case, be liable for any other losses or damages whether general, exemplary, punitive, direct, indirect or consequential, including loss of business profits.
- 7.4 No action may be brought against us unless notice of such claim is given to us within 48 hours of delivery of the Goods or provision of the Services. We shall be released from all or any liability unless proceedings are brought in a Court of competent jurisdiction within one year of the date of delivery of the Goods or provision of the Services.

8 Default

- 8.1 If you do not pay any monies owed to us (“the unpaid monies”) within 10 days of the due date, we may charge penalty interest at a rate 5% higher than our then current overdraft interest rate calculated daily on the unpaid monies from the due date until payment in full is made.
- 8.2 You agree to pay, on demand, all costs incurred by us (including legal costs on a solicitor-client basis and debt collection costs) in the recovery or attempted recovery of unpaid moneys and/or the enforcement of these Terms of Sale or the Security Interest contained in these Terms of Sale.

9 General Provisions

- 9.1 These Terms of Sale apply to all transactions where we supply Goods or Services to you. If there is any inconsistency between these terms and any order submitted by you or any other arrangement with us, these terms prevail unless otherwise agreed by us in writing.
- 9.2 This contract and its terms are governed by, and shall be construed in accordance with, the laws of New Zealand. Both parties submit to the exclusive jurisdiction of the New Zealand Courts.

Customer's Full Name:				(referred to herein as “the Customer” or “you”)	
Street Address:			Postal Address:		
Telephone:	Facsimile:			Email:	
I certify that I have read and understood these and agree to be bound by Terms and Conditions:					
Signed:			Name:		Date: