

## TERMS & CONDITIONS OF TRADE

### 1. DEFINITIONS

- 1.1 "Riteline Roofing" shall mean Riteline Roofing Limited, or any agents or employees thereof.
- 1.2 "Client" shall mean the Client, any person acting on behalf of and with the authority of the Client, or any person purchasing Products and Services from Riteline Roofing.
- 1.3 "Products" shall mean:
  - 1.3.1 all Products of the general description specified on the front of this agreement and supplied by Riteline Roofing to the Client; and
  - 1.3.2 all Products supplied by Riteline Roofing to the Client; and
  - 1.3.3 all inventory of the Client that is supplied by Riteline Roofing; and
  - 1.3.4 all Products supplied by Riteline Roofing and further identified in any invoice issued by Riteline Roofing to the Client, which invoices are deemed to be incorporated into and form part of this agreement; and
  - 1.3.5 all Products that are marked as having been supplied by Riteline Roofing or that are stored by the Client in a manner that enables them to be identified as having been supplied by Riteline Roofing; and
  - 1.3.6 all of the Client's present and after-acquired Products that Riteline Roofing has performed work on or to or in which goods or materials supplied or financed by Riteline Roofing have been attached or incorporated.
  - 1.3.7 The above descriptions may overlap but each is independent of and does not limit the others.
- 1.4 "Products and Services" shall mean all products, goods, services and advice provided by Riteline Roofing to the Client and shall include without limitation the supply, installation, fixing, repairing and maintaining of all roof products and associated products and services (including scaffolding) and all charges for time and attendances, hire charges, insurance charges, or any fee or charge associated with the supply of Products and Services by Riteline Roofing to the Client.
- 1.5 "Price" shall mean the cost of the Products and Services as agreed between Riteline Roofing and the Client and includes all disbursements eg charges Riteline Roofing pay to others on the Client's behalf subject to clause 4 of this contract.

### 2. ACCEPTANCE

- 2.1 Any instructions received by Riteline Roofing from the Client for the supply of Products and Services shall constitute a binding contract and acceptance of the terms and conditions contained herein.

### 3. COLLECTION AND USE OF INFORMATION

- 3.1 The Client authorises Riteline Roofing to collect, retain and use any information about the Client, for the purpose of assessing the Client's credit worthiness, enforcing any rights under this contract, or marketing any Products and Services provided by Riteline Roofing to any other party.
- 3.2 The Client authorises Riteline Roofing to disclose any information obtained to any person for the purposes set out in clause 3.1.
- 3.3 Where the Client is a natural person the authorities under clauses 3.1 and 3.2 are authorities or consents for the purposes of the Privacy Act 1993.

### 4. PRICE

- 4.1 Where no price is stated in writing or agreed to orally the Products and Services shall be deemed to be sold at the current amount as such Products and Services are sold by Riteline Roofing at the time of the contract.
- 4.2 The price may be increased by the amount of any reasonable increase in the cost of supply of the Products and Services that is beyond the control of Riteline Roofing between the date of the contract and delivery of the Products and Services.

### 5. PAYMENT

- 5.1 With respect to commercial Clients, payment for Products and Services, including invoiced payment claims for progress payments, shall be made in full on or before the 20<sup>th</sup> day of the month following the date of the invoice ("the due date").
- 5.2 With respect to domestic Clients, payment for Products and Services, including invoiced payment claims for progress payments, shall be made in full on or before the 7<sup>th</sup> day following the date of the invoice ("the due date").
- 5.3 Interest may be charged on any amount owing after the due date at the rate of 2.5% per month or part month.
- 5.4 Any expenses, disbursements and legal costs incurred by Riteline Roofing in the enforcement of any rights contained in this contract shall be paid by the Client, including any reasonable lawyer's fees or debt collection agency fees.
- 5.5 Receipt of a cheque, bill of exchange, or other negotiable instrument shall not constitute payment until such negotiable instrument is paid in full.
- 5.6 A deposit may be required.

### 6. QUOTATION

- 6.1 Where a quotation is given by Riteline Roofing for Products and Services:
  - 6.1.1 Unless otherwise agreed the quotation shall be valid for sixty (60) days from the date of issue; and
  - 6.1.2 The quotation shall be exclusive of goods and services tax unless specifically stated to the contrary;
  - 6.1.3 Riteline Roofing reserve the right to alter the quotation because of circumstances beyond its control.
- 6.2 Where Products and Services are required in addition to the quotation the Client agrees to pay for the additional cost of such Products and Services.

### 7. AGENCY AND SUBCONTRACTING

- 7.1 The Client authorises Riteline Roofing to contract either as principal or agent for the provision of Products and Services that are the matter of this contract.
- 7.2 Where Riteline Roofing enters into a contract of the type referred to in clause 7.1 it shall be read with and form part of this agreement and the Client agrees to pay any amounts due under that contract.

### 8. TITLE AND SECURITY (PERSONAL PROPERTY SECURITIES ACT 1999)

- 8.1 Title in any Products supplied by Riteline Roofing passes to the Client only when the Client has made payment in full for all Products provided by Riteline Roofing and of all other sums due to Riteline Roofing by the Client on any account whatsoever. Until all sums due to Riteline Roofing by the Client have been paid in full, Riteline Roofing has a security interest in all Products.
- 8.2 If the Products are attached, fixed, or incorporated into any property of the Client, by way of any manufacturing or assembly process by the Client or any third party, title in the Products shall remain with Riteline Roofing until the Client has made payment for all Products, and where those Products are mixed with other property so as to be part of or a constituent of any new Products, title to these new Products shall be deemed to be assigned to Riteline

Roofing as security for the full satisfaction by the Client of the full amount owing between Riteline Roofing and Client.

- 8.3 The Client gives irrevocable authority to Riteline Roofing to enter any premises occupied by the Client or on which Products are situated at any reasonable time after default by the Client or before default if Riteline Roofing believes a default is likely and to remove and repossess any Products and any other property to which Products are attached or in which Products are incorporated. Riteline Roofing shall not be liable for any costs, damages, expenses or losses incurred by the Client or any third party as a result of this action, nor liable in contract or in tort or otherwise in any way whatsoever unless by statute such liability cannot be excluded. Riteline Roofing may either resell any repossessed Products and credit the Client's account with the net proceeds of sale (after deduction of all repossession, storage, selling and other costs) or may retain any repossessed Products and credit the Client's account with the invoice value thereof less such sum as Riteline Roofing reasonably determines on account of wear and tear, depreciation, obsolescence, loss or profit and costs.
- 8.4 Where Products are retained by Riteline Roofing pursuant to clause 8.3 the Client waives the right to receive notice under s.120 of the Personal Property Securities Act 1999 ("PPSA") and to object under s.121 of the PPSA.
- 8.5 The following shall constitute defaults by the Client:
  - 8.5.1 Non payment of any sum by the due date.
  - 8.5.2 The Client intimates that it will not pay any sum by the due date.
  - 8.5.3 Any Products are seized by any other creditor of the Client or any other creditor intimates that it intends to seize Products.
  - 8.5.4 Any Products in the possession of the Client are materially damaged while any sum due from the Client to Riteline Roofing remains unpaid.
  - 8.5.5 The Client is bankrupted or put into liquidation or a receiver is appointed to any of the Client's assets or a landlord distains against any of the Client's assets.
  - 8.5.6 A Court judgment is entered against the Client and remains unsatisfied for seven (7) days.
  - 8.5.7 Any material adverse change in the financial position of the Client.
- 8.6 If the Credit Repossession Act applies to any transaction between the Client and Riteline Roofing, the Client has the rights provided in that Act despite anything contained in these terms and conditions of trade.

### 9. LIABILITY

- 9.1 The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon Riteline Roofing which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on Riteline Roofing, Riteline Roofing's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.
- 9.2 Except as otherwise provided by clause 9.1 Riteline Roofing shall not be liable for:
  - 9.2.1 Any loss or damage of any kind whatsoever, arising from the supply of Products and Services by Riteline Roofing to the Client, including consequential loss whether suffered or incurred by the Client or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Products and Services provided by Riteline Roofing to the Client; and
  - 9.2.2 The Client shall indemnify Riteline Roofing against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of Riteline Roofing or otherwise, brought by any person in connection with any matter, act, omission, or error by Riteline Roofing its agents or employees in connection with the Products and Services.
  - 9.2.3 If contrary to the disclaimer of liability contained in these terms and conditions of trade Riteline Roofing is deemed liable to the Client, following and arising from the supply of Products and Services by Riteline Roofing to the Client, then such liability is limited in its aggregate to \$500.

### 10. WARRANTY

- 10.1 Manufacturer's warranty applies where applicable.
- 10.2 Any written warranty that Riteline Roofing provide to the Client will also form part of these terms and conditions of trade.

### 11. CONSUMER GUARANTEES ACT

- 11.1 The guarantees contained in the Consumer Guarantees Act 1993 are excluded where the Client acquires Products and Services from Riteline Roofing for the purposes of a business in terms of section 2 and 43 of that Act.

### 12. PERSONAL GUARANTEE OF COMPANY DIRECTORS OR TRUSTEES

- 12.1 If the Client is a company or trust, the director(s) or trustee(s) signing this contract, in consideration for Riteline Roofing agreeing to supply Products and Services and grant credit to the Client at their request, also sign this contract in their personal capacity and jointly and severally personally undertake as principal debtors to Riteline Roofing the payment of any and all monies now or hereafter owed by the Client to Riteline Roofing and indemnify Riteline Roofing against non-payment by the Client. Any personal liability of a signatory hereto shall not exclude the Client in any way whatsoever from the liabilities and obligations contained in this contract. The signatories and Client shall be jointly and severally liable under the terms and conditions of this contract and for payment of all sums due hereunder.

### 13. MISCELLANEOUS

- 13.1 Riteline Roofing shall not be liable for delay or failure to perform its obligations if the cause of the delay or failure is beyond its control.
- 13.2 Failure by Riteline Roofing to enforce any of the terms and conditions contained in this contract shall not be deemed to be a waiver of any of the rights or obligations Riteline Roofing has under this contract.
- 13.3 If any provision of this contract shall be invalid, void or illegal or unenforceable the validity existence, legality and enforceability of the remaining provisions shall not be affected, prejudiced or impaired.
- 13.4 Where applicable the Construction Contracts Act 2002 applies.
- 13.5 If the Client defaults in payment then the Client agrees that such default gives rise to a legal or equitable estate or interest in the Client's land which entitles Riteline Roofing to enter a caveat against the Client's land pursuant to the Land Transfer Act 1952 and its amendments or any legislation in substitution thereof.

Client's initials \_\_\_\_\_