



## **Terms & Conditions of Trade**

Goods will only be supplied by Tyree New Zealand Limited on the Terms and Conditions of Trade contained herein unless a variation is agreed to in writing by Tyree Cable NZ. I/We understand that by making an Application for Credit or taking delivery of the goods that I/we agree that these Terms and Conditions apply to the exclusion of all others.

1. **Acceptance:** All orders received are subject to acceptance by Tyree New Zealand Limited and such acceptance shall not assume any liability for suitability of application of goods supplied or delivery arrangements.
2. **Prices:** Items appearing in Tyree New Zealand Limited published price lists are subject to change without notice. Orders are accepted on the condition that Tyree New Zealand Limited reserves to invoice goods at the prices and terms prevailing at the date of dispatch. For individual quotations, prices and deliveries quoted are valid for the period stated, or if no period is stated for thirty (30) days from the date of the tender or quotation.
3. **Delivery:** Unless otherwise arranged the following procedures shall be applied –  
Cable – An order of less than two hundred dollars will have freight charged to the customer's account. The method of transport for freight free deliveries shall be by the Tyree New Zealand Limited accredited carrier. Should other means of carriage be requested by the customer then such a cost will be charged to the customer's account.
4. **Returns:** Notification of the intention to return goods must be received within 30 days of receipt of the goods, and the actual return is to be by arrangement with Tyree New Zealand Limited. In cases where no fault lies with Tyree New Zealand Limited, a restocking fee will be charged, and freight costs will be recovered.
5. **Cancellation, Default and Remedy:** If the customer repudiates or refuses to accept all or any of the goods other than in circumstances permitted in the original quotation or agreement for supply, or if Tyree New Zealand Limited terminates the quotation or agreement for supply, the customer shall be liable for any damage or loss thereby suffered by Tyree New Zealand Limited. If the goods have been manufactured specially for the customer, or are in the process of being so manufactured, the customer shall pay to Tyree New Zealand Limited less the scrap value of the goods as determined by Tyree New Zealand Limited.
6. **Dies and Other Equipment:** Any dies, tools and other equipment which Tyree New Zealand Limited has produced or obtain in order to produce goods shall, unless agreed, be the property of Tyree New Zealand Limited.
7. **Patents and Designs:** The customer shall accept full responsibility for all claims made against the customer or Tyree New Zealand Limited, that the goods or their method of manufacture, or their design infringes any patent or registered design. The customer shall indemnify Tyree New Zealand Limited against all damages, losses or expenses which Tyree New Zealand Limited may incur arising out of any such claim.
8. **Payment:**
  - (a) unless other arrangements are agreed prior to dispatch –
    - (1) payment for the goods is due on the 20<sup>th</sup> day of the month following the month in which the goods are dispatched:  
and
    - (2) payment shall be strictly net, and without the purchaser being entitled for any reason to withhold or set off payment for goods dispatched.
  - (b) Notwithstanding the above, any outstanding payment shall become due immediately upon the occurrence of any event –
    - (1) giving any creditor a right to appoint a receiver or bring proceedings for liquidation of the purchaser if a company: or
    - (2) constituting an act of bankruptcy is a person.
  - (c) Customers would be liable for debt collection agency costs, legal fees, late payment fees, and other fees related to debt collection on accounts not paid as due.



9. **Guarantees:** Unless otherwise specified, Tyree New Zealand Limited will only replace defective materials free of charge, provided the defects are solely the result of inherently faulty material, and that any defects are reported to Tyree New Zealand Limited within six months from the date of delivery. This undertaking is in lieu of and excludes any other conditions, guarantees or warranties expresses or implied by the manufacturer of the product/s concerned. The purchaser's attention is drawn to statutory provisions which may apply to this contract. Any rights, remedies, liabilities, conditions, warranties, standards or specifications which apply to or arise in respect of any contract between Tyree New Zealand Limited and the customer under or by virtue of the Fair trading Act 1986 or the Consumer Guarantees Act 1993 or any other enactment of New Zealand applicable to the contract and which cannot be excluded from such contract are deemed to apply to such contract notwithstanding any inconsistency with these terms. Subject as aforesaid, when the Consumer Guarantees Act does not apply, or where the customer contracts with Tyree New Zealand Limited to acquire goods or services for the purposes of a business, all other guarantees, warranties, or conditions express or implied, relating to the goods or materials supplied, or the workmanship or services supplied, are excluded. Nevertheless, any defective goods or materials supplied by Tyree New Zealand Limited shall be replaced free of charge by Tyree New Zealand Limited if:

- (1) The defect is the result of inherently faulty materials; and
- (2) The defect is notified in writing to Tyree New Zealand Limited within six months from the date of delivery.

Tyree New Zealand Limited shall not be liable for any indirect or consequential loss, or loss of profits, or general damages. Under no circumstances shall the liability of Tyree New Zealand Limited exceed the price of the goods or materials supplied.

10. **Title:** (a) Full ownership of and legal title to and ultimate control over all goods supplied by Tyree New Zealand Limited shall remain with Tyree New Zealand Limited until goods are paid for in full, and until all debts owed by the purchaser to Tyree New Zealand Limited have been paid. The customer acknowledges that Tyree New Zealand Limited may register a Financial Statement in the Personal Property Securities Register, and the customer will provide all relevant information to Tyree New Zealand Limited to enable it to do so.

(b) Notwithstanding that the purchaser has used or dealt with the goods in a manufacturing or assembly process before payment to Tyree New Zealand Limited, Tyree New Zealand Limited shall be co-owner of such resulting product/s with the purchaser to the extent of the unpaid price of Tyree New Zealand Limited goods in such product/s, and the purchaser irrevocably appoints Tyree New Zealand Limited its agent until such payment has been made, with full power to deal with any interest the purchaser may have in the product/s.

(c) At any time after payment for the goods is overdue in whole or part, or earlier if the purchaser repudiates the contract under which the goods have been sold, Tyree New Zealand Limited may (without prejudice to any of its rights) exercise all or any rights given by the Personal Property Securities Act, and, when not prohibited by law may –

- (1) retake possession of its said property: and/or
- (2) take possession of the product/s referred to in subsection (b) above: and
- (3) enter upon the land and into the premises where the same is situated to obtain such possession: and
- (4) sell the same.

The purchaser shall on demand from Tyree New Zealand Limited advise it where any property in which Tyree New Zealand Limited has an interest is situated.