

Standard Trading Terms - TuffPlans Limited

Introduction

This document details the 'Standard Trading Terms' of TuffPlans Limited.

The following terms (Standard Trading Terms) apply to, are incorporated into and govern every contract entered into between TuffPlans Limited and the Customer for the supply of any products and/or services by TuffPlans Limited at any time.

- Orders:** Orders for Goods (Orders) must be entered on the form provided for that purpose by TuffPlans Limited on its website or otherwise (Order Form) and all details required on that Order Form must be completed in full. All orders are taken subject to acceptance by TuffPlans Limited and TuffPlans Limited reserves the right to reject any Order in its sole discretion. A quotation or estimate does not give rise to a binding contract until you place an Order which is subsequently accepted.
 - Back Orders:** Any Order for Goods that are unavailable at the time of such Order will be placed on back order. Back orders that are: (a) less than one month old will be supplied without prior notice; and (b) more than one month old will not be supplied without your consent.
 - Price for Goods:** Prices given are exclusive of GST and other applicable taxes and duties, which, where applicable, are payable by you in addition to the price. Prices may be altered at any time and the applicable price will be the current price at time of despatch.
 - Payment:** Payment for Goods must be made without set off or deduction, on the following terms:
 - New Customers:** Payment in full at time of placement of order.
 - Account Customers:** Payment in full within seven [7] days after Invoice date or as otherwise agreed with the Customer.
- If you fail to make any payment by the date due for payment, TuffPlans Limited may, at its sole discretion (and without prejudice to any other rights or remedies available to it) require you to pay, on demand, default interest on any amount outstanding at 2.5% per month accruing on a daily basis from the due date for payment until the date when payment is actually made. You will be liable to pay all expenses and costs (including legal costs on a solicitor-client basis) in connection with TuffPlans Limited recovering or attempting to recover any overdue amount.
- Delivery:** Delivery of Goods to you shall occur when TuffPlans Limited places such Goods at the disposal of TuffPlans Limited's nominated carrier at TuffPlans Limited's premises, unless the parties otherwise agree in writing (Delivery) and no failure or refusal by you to take possession of any Goods shall affect the time of Delivery. Any time stated for Delivery on an Order Form or otherwise is an estimate only and not of the essence of the Contract, and TuffPlans Limited will in no event be liable for any late Delivery.
 - Risk:** All risk of loss or damage in, or in relation to goods shall pass to you upon Delivery.
 - Defects and returns:** You must give TuffPlans Limited written notice of any failure of any Goods within seven days of Delivery, unless expressly agreed otherwise by TuffPlans Limited.
 - Reservation of title:** You acknowledge that, pending payment of all amounts owing, and the performance of all obligations, under any Contract, you are in possession of any Goods supplied by TuffPlans Limited solely as bailee for TuffPlans Limited. Your right to possession of the Goods shall cease if you are in default under these Trade Terms or any Contract.
 - Consumer Guarantees Act:** The Consumers Guarantee Act shall not apply to any goods or services supplied by TuffPlans Limited

TuffPlans Limited

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