

Truck Parts Direct Ltd

Standard Terms and Conditions of Trade

Disclaimer: In this document *We, Us* and similar expressions, refer to Truck Parts Direct Ltd and *you, your* and similar expressions refer to you, our customer or proposed customer. These conditions apply to all supplies of goods and services by us to you, unless otherwise clearly agreed in writing signed by us and you.

1. The general nature of the goods supplied by us is Truck Parts and other equipment pertaining to the general repair and maintenance of Trucks.

2. We are not obliged to accept any order from you. If you do place an order with us it becomes binding from the moment that we accept it either by telephone, text message or email.

3. If we offer a quotation it is merely an invitation to you to place an order with us. All quotations are based on information supplied by you to us. If this information is incorrect then the item(s) may conform to our specifications but may not be suitable for the purpose you intended.

NOTE: (You must therefore ensure that the goods we supply are suitable for your purpose *before* you use them. We supply goods to specification and you must decide for what purpose the goods are to be used or re-supplied. We are not liable for any loss or damage caused by persons attempting to fit or use goods unsuitable for the application)

4. These conditions apply even if they are not consistent with anything implied or said in any earlier or later document.

5. Prices: All prices quoted or presented are in NZ Dollars. Any price quoted is GST exclusive unless otherwise stated. Goods are sold ex warehouse and are invoiced on the day of dispatch. You must pay all freight and handling costs plus insurance if specified.

6. Invoicing: If we give you credit, payment will be expected *within 30 days* from the date of dispatch or such date that may be agreed but no later than the 20th of the month following the month of invoicing. Further;

(a) If any debt is not paid on the date specified then *all* money owed becomes immediately payable and we may cancel any orders and suspend supply of further orders.

(b) We may charge you interest on any outstanding balance from the due date until payment is received, calculated daily, at the rate prescribed from time to time as payable on judgements for monetary sums awarded by the High Court of New Zealand, and interest may be capitalised each month so that cumulative interest may be payable.

(c) At our discretion and as an alternative to paragraph (b) we may charge interest at the rate of 3% per month on the overdue balance (including interest) at the end of each billing period.

(d) If we do charge interest under this clause we will credit any part payment first against the interest: and

(e) If you agree that you are liable for all our costs, losses and expenses relating to recovery of overdue payments from you including legal and other expenses that we incur.

7. If credit is not given on a formal basis then any goods ordered must be paid for in full before the goods are dispatched.

8. Any goods ordered that are not normal stocked items or any special item(s) that is(are) ordered from outside NZ must be paid for before the item(s) is(are) dispatched from that overseas supplier. This will be specified and explained to you when the order is accepted by us.

9. Our decision to offer credit to you is entirely at our discretion, we are not obliged to merely because we offered credit in the past but if we offer credit then you are bound by these conditions and any extra conditions we set. We may decline to give you credit at any time. If we do so, these conditions continue to apply to any amounts which you still owe.

10. We retain any ownership of all goods supplied by us to you until you have paid for the goods in full plus any associated charges. Until this condition is met you must:

(a) Hold them as our agent and you owe a fiduciary duty to us in respect of them:

(b) You must store the goods separately from your own goods or any other supplier's goods in a manner that makes it clear that they are our goods.

(c) You may not resell the goods without written agreement.

(d) We may retake possession if you default in payment of the goods by the agreed date or you become subject to any form of insolvency or other legal action.

11. We may for the purposes of retaking possession or recovery of the goods enter by our employees or agents on any premise where the goods are held or where they are reasonably thought to be held and may repossess them. This permission is irrevocable and you agree that our employees or agents are not trespassing. You also agree that you will not seek to apply the provisions of the Trespass Act 1980 to warn them to leave your premises, nor will you allow or order any other person to take that action.

12. You accept the risk of damage or loss of goods we supply to you from the time the goods are dispatched from our warehouse.

13. Warranties and Guarantees. We warrant the goods we supply to you are free from any defects in material or workmanship for three months (90 days) from date of supply. Notwithstanding:

(a) All goods supplied by us come with the manufacturer's warranty only and are supplied by us 'as is'.

(b) The manufacturer's warranty may not cover subsequent damage to the same or any other manufacturer's parts and consumables and/or installation or service/maintenance by other suppliers of those services approved by that manufacturer or its authorised agents or other qualified personnel.

(c) We are not liable for wear and tear.

(e) Subject to local legislation, in which we provide the minimum required warranty, we do not warrant that used or reconditioned parts or goods are free from any defects in materials or workmanship. (Except where otherwise stated or agreed as part of a special order and specifically stated on the invoice)

(f) Any warranty claim must be made in writing and any goods returned must be by prepaid freight to our warehouse for inspection and if approved processed for warranty.

(g) These warranties are non-transferable.

(h) If the goods we supply to you are to be used specifically for business purposes the guarantees and rights expressed or implied in the Consumer Guarantees Act 1993 and other statutes cannot and shall not be applied to the sale of any goods by us to you.

(i) Our liability in respect of any warranty implied or given by us for goods supplied is limited at our option to:

(1) Replacement of the goods or supply of equivalent goods; or

(2) Repair of the goods; or

(3) Payment of the cost of replacing the goods or acquiring equivalent goods; or payment of the cost of repairing the goods.

(j) This warranty specifically excludes any electrically operated parts including systems operating hardware, ie; computing equipment, whether new or used.

14. Return of goods. Goods may be returned to us in good order, undamaged and complete and in resaleable condition within 14 days. We are not obliged to accept returns after 14 days except at our discretion. All special orders or non-stock orders or goods of an electrical or electronic nature are not returnable. (See NOTE under 3)

15. We are not liable for any damage for breach of contract, negligence, or otherwise except as stated. In these cases "damage" refers to direct and indirect or consequential costs, expenses, lost profits, lost savings and claims made by any third party.

16. We are not liable for any unexpected delays caused by something outside of our reasonable control which makes performance in the usual way impractical. This includes accidents, strikes, transport difficulties, weather events, conflicts, customs and excise decisions, or stock shortages. Delivery times are estimates only and we are not liable for delays in delivery.

17. Privacy policy statement:

Any private or personal information you supply to us in the course of arranging a credit account or through any other correspondence will be collected and stored and will be held in the strictest confidence and shall never be conveyed to any third party without written permission by you. The exception to this is when, in us offering you a credit account, a credit check is carried out whereupon some details must necessarily be divulged to referees named by yourself in the credit application.

18. These standard terms and conditions can only be varied by one of our authorised officers signing a document which states the variation and the transaction to which the variation applies.

19. Any agreement containing these conditions is deemed to be an agreement made in and governed by the law of New Zealand and the parties submit their disputes to the non-exclusive jurisdiction of the courts of New Zealand.

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