

Waimea Truck and Crane Purchase Terms and Conditions

1. Definition

In the following terms of trade Waimea Truck and Crane Ltd is called "Waimea" or "the Firm". The person or business purchasing goods or services is called the Customer or the Buyer. Goods are those as defined on the front of this quote. The Act means the Personal Property Securities Act 1999.

2. Payment

Payment for the goods shall be made prior to delivery or uplifting of the goods unless otherwise specifically agreed to in writing.

3. Interest and Costs

Interest is payable at 2.5% per month calculated daily on any unpaid sums whether before or after any judgment is entered. If the Firm incurs any liability or expense while enforcing its rights under this agreement such costs shall be payable to the Firm by the Customer upon demand.

Payments received from the Customer shall firstly be applied to any outstanding costs or interest and shall then be applied to unpaid purchase money.

4. Cost Increases

The Firm reserves the right to pass on to the Customer cost increases which result from any relevant movement in exchange rates or shipping costs which occur between the date the purchase order is completed and the date the goods are delivered.

5. Risk

Risk in the goods shall pass to the Customer on receipt or uplifting of the goods by the Customer (or their transport agent) whichever occurs first.

6. Property in the Goods

The goods shall remain the property of the Firm until they have been paid for in full and the Customer agrees the Firm has a security interest in the goods and the proceeds of sale of the goods in accordance with the Act.

7. Overdue Payments and Repossession

If payment by the Customer is overdue the Firm may, notwithstanding section 109 of the Act, recover and resell the goods and this agreement is authority to the Firm to enter on to any premises where the goods are being stored to remove them. The Customer indemnifies the Firm against liability arising from actions taken by the Firm for the purpose of effecting repossession or as a result of repossession.

8. Delivery & Supply

The date for delivery recorded in this quote is an estimate only and the Firm is not responsible for nor is under any liability for any loss or expense incurred by the Customer as a result of any delay. In the event that the delivery or supply of the goods is prevented or becomes impractical on the terms agreed for any reason whatsoever the Firm can choose to cancel the agreement and refund any deposit and/or return any trade-in goods received as part payment

9. Warranties Excluded

The warranties as to merchantable quality and fitness for purpose implied by the Sale of Goods Act 1908 are excluded from this agreement.

10. Guarantee Excluded

In the event of the goods sold or leased under this agreement being supplied for the purpose of a business:

- A. The guarantees implied under the Consumer Guarantees Act 1993 are excluded.
- B. The Firm shall not be liable for any loss including any consequential loss suffered by the Customer whether from defects in manufacture, faulty materials or design or omissions or negligence on the part of the Firm except where such loss is the direct result of the normal operation of the machine and the loss is not attributable to a fault on the part of the Customer.

11. General Exclusions

The Firm shall not be liable in all events for any loss or damage suffered by the Customer as a result of adverse weather, acts of terrorism or vandalism, floods, fire, earthquake or any other act of God, industrial action, road closure or third-party intervention.

12. No Representations

The Customer acknowledges that any advice and/ or information provided by the Firm relating to the use, application, quality or fitness of the goods for their purpose is given in good faith and is based on information provided to the Firm by the Customer and any decision to purchase or use the goods is the Customer's decision alone and is not made reliance upon any warranty or representation by the Firm.

13. Trade-Ins

Where the Firm accepts a trade-in as part payment of purchases of goods or machinery then the Customer warrants that they own the property and that it is not subject to any security, charge, loan or hire purchase agreement.

14. Deposit

If there is failure in any way to fulfil the terms of this order by the Customer or should at any time the Customer want to cancel the delivery of the goods, the Firm may choose to retain any deposit paid or trade-in under Clause 13 as part payment of damages for breach of contract by the Customer without limiting the amount of any damages which may be payable by the Customer in that event.

15. Used Machines or Products

Any used goods or machinery or parts are sold on 'as is where is' basis without any warranty or guarantee of any kind. The Customer acknowledges that they will be responsible for licensing (if any) and full insurance of the machine or product from the point where risk passes.

16. Non- Waiver/ Variation

- A. The Terms of Trade are the only Terms which apply to the Customer's transaction.
- B. These Terms may not be varied otherwise than by agreement in writing.
- C. Agreement to vary or suspend enforcement of any terms shall not be treated as waiver of any term(s).

17. Our Assurance

Waimea has been in business for many years and we will do what we can to ensure you are satisfied with our goods and services. If you are not satisfied for any reason tell us about it and we will do whatever we reasonably can do to ensure your satisfaction and your continued business.

18. New Zealand Law

New Zealand law will apply to these Terms and Conditions.