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CONDITIONS OF SALE

Unless expressly agreed in writing the following terms and conditions apply to any supply of goods or services or any quotation provided by the Company. References to "the Company" in these conditions shall be deemed to be a reference to Lyttelton Engineering Limited or its successors or assigns. References to the Customer shall be a reference to the party purchasing the goods or services from the Company, or the party requesting any quotation.

1. PRICES & PAYMENT

1.1 Payment for the goods or services supplied is due on the 20th day of the month following the date of invoice ("the Due Date"). If full payment is not made by the Due Date then **without prejudice to any other** remedies available to the Company:

- (a) The future provision of goods or services may be withheld;
- (b) Interest on monies overdue may be charged on a daily basis and be calculated by adding 5% per annum to the overdraft rate payable by the Company to its bankers at the time of and during such default and interest shall continue to accrue both before and after judgment.

1.2 Where the Company has provided a quotation the quotation is based on the current cost of labour, materials, rates of exchange, insurance and freight, duty and landing charges and on the latest quotation from suppliers of any component parts. Any increase in these prices subsequent to the date of the quotation are to the Customer's account. Unless otherwise stated all prices quoted are exclusive of GST.

2. ACCEPTANCE OF QUOTATION

2.1 Where the Company has provided a quote the quote must be accepted within 30 days from the date of the quote unless otherwise agreed by the Company. The Company reserves the right at all times to refuse to accept an order.

3. DELIVERY & DELAYS

3.1 Any delivery period quoted shall not commence until the Customer has notified the Company of its or their acceptance of any quotation and the Customer has provided all necessary patterns, drawings, plans or samples that the Company considers necessary.

3.2 Unless otherwise agreed the Company shall have no responsibility to package any goods and delivery shall be the responsibility of the Customer.

3.3 Risk in respect of the goods shall pass to the Customer after they leave the Company's premises and insurance for loss or damage in transit is the Customer's responsibility.

4. WARRANTIES

4.1 The Company covenants that any goods are manufactured in accordance with the usual practice of the industry and are free from all defects of workmanship and materials. Where no written warranty is given the Company shall not be liable:

- (a) For loss caused by factors beyond the Company's control.
- (b) For failure to deliver the goods by any specified date.
- (c) For any indirect or consequential loss of any kind.

4.2 The Company's total liability in respect of the supply of any goods under these terms and conditions is limited at the Company's option to either:

- (a) Replacing the defective or damaged goods; or
- (b) Refunding the price of the defective or damaged goods.

4.3 Except under clauses 4.1 and 4.2 above the Company has no liability for any goods supplied and gives no representations and warranties in relation to them other than any express warranties given in writing. All other warranties expressed or implied by law are excluded to the full extent permitted by law.

4.4 Where no written maintenance warranty is provided the Company shall not be liable to the Customer for any loss arising in relation to the provision of any services by the Company, and all warranties are excluded to the full extent permitted by law.

5. OWNERSHIP

5.1 Ownership and title of the goods shall remain with the Company until full payment has been received for the goods and all other goods supplied by the Company to the Customer, and until title passes the Customer shall keep the Company's goods separately in a manner consistent with the goods being the property of the Company, and ensure such goods are able to be separately identified. The relationship between the Company and the Customer in relation to such goods shall be fiduciary, and the Customer may sell, deal or process the goods in a fiduciary capacity only.

5.2 Should the goods become constituents of or be converted into other products while title and ownership remains with the Company then the title and ownership shall attach to such other products as if they were solely and simply the goods and accordingly subclause 5.1 shall as far as appropriate apply to such other products.

5.3 On any sale of the goods by the Customer prior to payment in full being made to the Company whether the goods so sold were in the form supplied by the Company or were constituents of another product then the proceeds of such sale shall be the property of the Company, and shall be held on trust by the Customer for the Company.

5.4 The Company shall (without prejudice to its other remedies on default) at any time while title and ownership remains with it and monies are overdue by the Customer be entitled to retake possession of the goods and for that purpose to enter at any time onto any place where the goods are situated.

5.5 The Company shall (without prejudice to its other remedies on default) be entitled to resell the goods at any time after the Customer has defaulted in payment for the goods or any other goods supplied by the Company to the Customer.

6. VARIATION OF WORK

6.1 Any extra work beyond that specified or any reduction in the work specified may be requoted by the Company, but in the event of a price not being agreed for variations prior to execution of the varied work the same shall be to the Customer's account at the normal charge out rates in force by the Company at the time of performance of the work. We have assumed that when carrying out repairs, previous assemblies and fits allow componentry to come apart easily and are in accordance with normal trade practice, and that excessive wear and deterioration will not preclude easy removal of componentry or equipment.

7. SUSPENSION OR CANCELLATION

7.1 Where the Customer has made default or is in breach of its obligations to the Company or has committed any act of bankruptcy the Company shall be entitled to suspend all work until any default has been rectified or to cancel any existing order. These rights shall not limit any other rights the Company may have against the Customer.

8. PRIVACY ACT

8.1 The company retains the right to seek credit information about the Customer from any source the Company considers appropriate from time to time, as and when the Company considers necessary, and the Customer consents to the disclosure of credit information about the Customer to the Company from any source and the Customer consents to the Company disclosing information held about the Customer to any credit collection agency in relation to the recovery of any monies owed by the Customer to the Company, under these terms and conditions.

9. CONSUMER GUARANTEES ACT

9.1 These terms and conditions have been prepared on the basis that the supply of goods and/or services under these terms and conditions are outside the ambit of the Consumer Guarantees Act 1993 ("the CG Act"). In the event the CG Act is determined by the courts of New Zealand to apply to any particular supply of goods or services then:

- (a) With respect to that supply of such goods or services to non domestic users, the CG Act shall not apply pursuant to Section 43 of the CG Act.
- (b) With respect to the supply of such goods or services to domestic users, the CG Act shall apply and shall expressly override any of the terms and conditions inconsistent with it.

10. GOVERNING LAW

10.1 This agreement shall be governed solely in accordance with the laws of New Zealand.