

GENERAL CONDITIONS

1. **CONDITIONS:** Where a subcontract agreement is entered into by the company the conditions of this form shall form part of that agreement. In the event of any conflict between these conditions and any other conditions within the subcontract agreement, these conditions shall take precedence.
2. **PAYMENT:** All goods are due for payment by the 20th day of the month following purchase.
3. The Seller reserves the right to limit amounts of credit and to withdraw monthly credit facilities at any time.
4. The Manager has the right to charge interest on any overdue amount at a rate to be determined by the Manager from time to time.
5. Ownership of goods shall remain our property until payment is made in full for them and for any other goods supplied to the customer.
6. **ROMALPHA CLAUSE:** The goods do not become your property until they are paid for.
7. Goods will only be accepted for credit within 10 days of purchase. They must be accompanied by the packing slip or invoice number. The Manager may reject goods returned in an unsatisfactory condition.
8. Goods specially procured on behalf of the buyer cannot be returned except by prior written approval from the seller and then only on such terms and conditions as the seller may agree.
9. In the event that any part of an invoice is disputed, the amount under question shall be paid promptly according to applicable payment terms. Any claim or dispute arising hereunder shall be subject to arbitration in accordance with the Arbitration Act (1980) of N.Z.
10. At any time that there is any amount payable by the Customer to the Seller, the Seller without having to assign reasons for doing so may enter into or upon any premises occupied by the Customer and take possession of all goods the ownership of which remains with the Seller. The customer expressly indemnifies the Seller for all costs and expenses the Seller shall incur in effecting such recovery of possession and removal.
11. If goods are resold prior to payment for them or if they become constituent parts of any other goods which are sold by the Customer to a third party the proceeds of such resale shall be the property of the Seller and shall be held on trust for the Seller by the Customer to the extent of the amount owing. The Customer shall assign the Seller the debt and all other rights and remedies it shall have in respect of the debt.
12. **RETENTION:** Unless specifically agreed, quotation does not allow for any deduction from payment for retentions. See the Guarantee under Clause 21 below. As an alternative to retentions, we offer a performance bond in the amount of the retention.
13. **PROGRAMME:** A programme for supply must be mutually agreed at the time of placing the order. Every endeavour will be made to satisfy the construction programme; however prior orders must take precedence.
14. **SURFACE FINISH:** Unless otherwise stated in the quotation, all formed surfaces of units shall have an 'off form' finish which may not be completely free from pin holes or mould stain.
15. **FLUCTUATIONS:** Prices quoted are based on current conditions and rates of labour and materials and any fluctuations occurring between the date of quotation and completion of the work shall result in a variation of overhead and profit margins which may be calculated using a recognised formula. In the absence of agreement to the contrary NZS 3910: 1987 Appendix A formula will be used.
16. **VARIATIONS:** Schedule rates cannot be assumed to be the basis of any variation. The valuation of variations is to be fairly assessed having regard to the circumstances pertaining.
17. **DIMENSIONS:** The company shall not be responsible for checking site dimensions and shall incur no liability for any loss or damage resulting from any want of accuracy in regard hereto. Where the company's factory drawings are issued to the customer for checking, two copies will be supplied, one of which must be returned, amended if necessary, marked 'approved for manufacture' and signed by the customer.
18. **SPECIFICATIONS:** The company's specifications and tolerances for precast concrete are generally based on the relevant NZ Standard. The company shall be entitled to make such minor variations in the work as shall be reasonably necessary for the due completion thereof.
19. **FORCE MAJEURE:** Supply of goods is subject to availability and supply of materials, labour and services. The company shall not be liable for loss or damage caused by non-performance resulting from any occurrence beyond the control of the company such as, but not limited to, Acts of God, fire, strike, lockout, labour disturbances, mechanical breakdown, inclement weather, war or hostilities.
20. **LIFTING AND INSTALLATION:** Where lifting devices are specified in the supply contract documents, the company can accept no responsibility for their subsequent behaviour under load. Where lifting devices are not specified and are inserted by the company for convenience of handling under factory conditions only, it shall be under no liability for any damage caused by the use of such devices or their failure under load. The company takes no responsibility.
21. **GUARANTEE:**
 - a) The precast units are manufactured in accordance with relevant codes and are guaranteed against faulty workmanship.
 - b) The guarantee is subject to the following exceptions:
 - i) that the guarantee shall for the contract period and the maintenance period of the contract.
 - ii) that the materials and services used which are supplied and not manufactured by us are guaranteed only to the extent of any like guarantee offered by the respective suppliers.
 - c) The liability of the company in respect of supply of defective goods shall be limited to the repair or re-supply of the goods concerned and in no case, shall the company be liable for any consequential loss.
22. **DAMAGES FOR DELAY:** The Company will not be liable for any liquidated or other damages in respect of delay unless specific agreement has been reached and recorded in writing and noted on the front of this form.

