

## TERMS OF SALE – METAL ROOF COMPONENTS LTD

These Terms of Trade apply to all Products and Services that we supply to you. At Metal Roof Components Ltd, ensuring our Terms are transparent and easy to understand is important to us. If you have any questions or are unsure about any aspect of these Terms, please contact us.

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### 1. Order Process

- 1.1 You may order Products and Services from us in accordance with our order processes as advised to you at any time.
- 1.2 All Orders are subject to acceptance by us. We may accept an Order (in whole or in part) by issuing an invoice, delivering the Products and Services, or otherwise confirming the Order in writing.
- 1.3 We are under no obligation to enquire as to the authority of any person placing an Order on your behalf.
- 1.4 You may request variations to Orders; however, acceptance is at our discretion and is subject to our approval in writing in accordance with our advised process for variations.
- 1.5 We may require variations to the Order due to unforeseen circumstances discovered before or during the provision of the Services which are beyond our control.

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### 2. Quote Validity

All quotes are valid for **14 days** from the date of issue. Acceptance of the quote confirms your agreement to these Terms of Trade.

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### 3. Variations & Additional Costs

Any changes or variations to the quoted work must be agreed upon in writing before completion. Additional costs may apply.

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### 4. Payment Terms

- 4.1 Full payment is due by the date specified on the invoice. Late payments may incur interest and penalties.
- 4.2 If you have any dispute relating to an invoice, you must notify us in writing within 7 days of the invoice date. (After that period – unless there is a manifest error – the invoice will be deemed accepted.) You will only withhold the disputed amount, and upon resolution, immediately pay any outstanding balance.
- 4.3 Payment shall be made:
  - (a) before delivery of the Products; or
  - (b) on delivery of the Products; or
  - (c) on completion of the Services; or
  - (d) by instalments/progress payments in accordance with the Order; or
  - (e) as indicated on our invoice; or
  - (f) strictly on the 20th of the month; and
  - (g) in full without deduction, withholding, set-off, or counterclaim.
- 4.4 In the event that legal action or the engagement of a debt collection agency is required to recover any unpaid amounts, you shall be liable for all reasonable costs incurred by Metal Roof Components Ltd, including legal fees, collection agency fees, and any other related expenses.

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### 5. Delivery & Ownership

- 5.1 **Delivery** – We will use reasonable efforts to deliver Products and provide Services on the Delivery Date specified in the relevant Order; however, unless expressly agreed otherwise, the Delivery Date is indicative only.
- 5.2 You may collect the Products at our premises, or we will deliver them to the location specified in the Order or any other location agreed with you in writing.
- 5.3 If you request that we leave the Products outside our premises for collection or deliver them to an unattended location, the Products will be left at your sole risk. In such cases, if the Products are lost, damaged, or destroyed, replacement shall be at your expense.
- 5.4 If delivery is to your premises, you must provide our Representatives with suitable access during normal business hours and any reasonable assistance required.
- 5.5 **Ownership** – Ownership of the Products remains with Metal Roof Components Ltd until full payment is received. You may resell or use the Products in the ordinary course of your business before ownership passes; however, you will be deemed to hold the proceeds of sale or use on trust for us to the extent of any outstanding payment.
- 5.6 **Risk** – The risk of loss or damage to the Products transfers to you upon delivery or collection.

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### 6. Ordering Methods

Our preferred method of ordering is for customers to complete the order form and submit it via email or in person. Metal Roof Components Ltd takes no responsibility for flashing orders placed over the phone.

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### 7. Returns & Refunds

- 7.1 Custom-made items, including flashings, are non-returnable.
- 7.2 If your flashings aren't quite right, please get in touch and we will do our best to rectify the issue where possible.
- 7.3 Claims for faulty Products must be made within 5 days of delivery.
- 7.4 You must inspect the Products on the date of delivery and notify us immediately of any defect, damage, or discrepancy in quantity or specifications. Upon request, you must allow us to inspect or have the Products returned to us.

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### 8. Cancellation

- 8.1 Once the quote is accepted, cancellations may incur costs for materials or work already completed.
- 8.2 Either party may cancel an Order by written notice if the other party:
  - (a) commits a material breach of these Terms which is not remedied within 20 Business Days of written notice; or
  - (b) suffers an Insolvency Event.
- 8.3 If we are unable to deliver any Products or Services due to reasons beyond our reasonable control, we may cancel the Order (in whole or in part) by written notice. Any amounts paid in advance for such Products and/or Services will be repaid, and we will not be liable for any loss or damage arising from such cancellation.
- 8.4 We will not accept cancellation of any Order for Products made to your specifications, or for non-stocklist items, after the Order has been accepted.

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### 9. Deposit and Guarantee

- 9.1 We may require you to pay in advance, pay a deposit, or provide a guarantee before supplying Products or Services as security for any amount owing.
- 9.2 If we cancel an Order (for reasons other than your breach of these Terms), any deposit paid will be refunded in full. Otherwise, deposits are non-refundable unless expressly agreed otherwise in writing.

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### 10. Warranties & Liabilities

#### 10.1 Warranties

Metal Roof Components Ltd warrants that all Products will be free from defects in materials and workmanship at the time of delivery. Liability is limited to the replacement of Products proven to be defective. In no event shall we be liable for any incidental or consequential damages.

#### Conditions of Warranty

- It is your sole responsibility to determine the suitability of our Products for their intended use.
- You assume all risks and liability in connection with the use or inability to use the Product.
- This Limited Warranty is void if defects or damage arise from or are attributable to:
  - Improper storage or handling of the Product.
  - Improper installation of the Product.
  - Any alterations or modifications made to the Product.
  - The use of non-Metal Roof Components Ltd products in conjunction with our Products when a system is required.
  - Failure to follow accepted industry installation methods.
  - Excessive UV exposure before or after installation.
  - Natural disasters (including but not limited to earthquakes, floods, cyclones, or other extreme weather events).
  - Failure to follow all guidance provided by Metal Roof Components Ltd.
  - Normal wear and tear over time.
- This warranty covers only the original purchaser and is non-transferable.

#### 10.2 Liabilities

Metal Roof Components Ltd is not liable for:

- Incorrect measurements or specifications provided by you.
- Any consequential loss, indirect damage, or third-party claims.
- Improper installation, misuse, or modifications made by you or third parties.
- To the fullest extent permitted by law, all other warranties, representations, or conditions (whether express or implied) are excluded.

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### 11. Third Party Suppliers

If you request and authorize us to arrange for a third party supplier to provide Products or Services directly to you, these Terms will govern our role in arranging such supply. We exclude all liability in connection with the supply of Products and Services by a third party.

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## 12. Health and Safety

Each party shall comply with the Health and Safety at Work Act 2015 (HSW Act) and all applicable regulations, standards, and codes of practice. In addition, each party shall comply with the other's pre-notified and reasonable health and safety policies when on the other party's premises. You must notify us of any known hazards at your premises that could affect any work or persons present.

## 13. Privacy

We may collect, use, and share Personal Information for the purposes of performing our obligations or exercising our rights under these Terms, in accordance with the Privacy Act 2020. This may include sharing Personal Information with our Related Companies and using credit reporting or debt collection agencies as necessary.

## 14. Intellectual Property

We own all rights, title, and interest in the intellectual property in the Products and Services at all times. Any new intellectual property created by us or on our behalf (in connection with providing our Products and Services) will be owned by us unless otherwise agreed in writing. You assign all intellectual property rights to us as necessary to give effect to this clause and warrant that any designs, instructions, or specifications you supply do not infringe the rights of any third party. You agree to indemnify us against any losses arising from such infringement.

## 15. Dispute Resolution

15.1 If a dispute arises out of or in connection with these Terms, either party may issue a Dispute Notice detailing the dispute.

15.2 Following receipt of a Dispute Notice:

(a) A representative of each party (with authority to settle the dispute) will meet within **10 Business Days** to try to resolve it.

(b) If unresolved within 10 Business Days (or if a meeting does not occur), the dispute will be referred to the senior manager of each party, who will attempt to resolve it within a further **10 Business Days**.

(c) If still unresolved, either party may commence court proceedings.

15.3 This procedure does not restrict either party from seeking urgent interim relief from a court.

15.4 Each party must continue to perform its obligations under these Terms during any dispute, subject to termination rights herein.

## 16. Consumer Guarantees

If the Products and Services include consumer goods or services, nothing in these Terms will affect your rights under the Consumers Guarantees Act 1993 and the Fair Trading Act 1986. If you are acquiring the Products and Services in trade, then, to the extent permitted by law, you are deemed to contract out of these statutory rights. If you are acquiring Products for resupply, you must similarly contract out of the Consumers Guarantees Act to the maximum extent permitted by law, and you will indemnify us for any liability incurred as a result of a breach of this provision.

## 17. Limitation of Liability

17.1 To the extent permitted by law, our total liability under these Terms and in connection with the Products and Services is limited to, at our option:

(a) For Products: the replacement or repair of the Products, or the payment of the cost of replacement or repair;

(b) For Services: re-supply of the Services or the payment of the cost of re-supplying the Services.

17.2 Our aggregate liability will be limited to the Price paid by you for the applicable Products and/or Services.

17.3 We shall not be liable for any indirect, special, or consequential loss or damage (including loss of profits, revenue, data, goodwill, or opportunity), or for any loss or damage to reputation.

17.4 These limitations apply irrespective of the legal basis of any claim, whether in contract, equity, tort (including negligence), or statute.

17.5 In no event will we have liability for:

(a) Acts or omissions of your representatives or any third party;

(b) Any act or omission performed in accordance with your instructions; or

(c) Any claims by third parties.

## 18. General Provisions

18.1 **Governing Law** – These Terms are governed by and construed in accordance with the laws of New Zealand. Each party submits to the exclusive jurisdiction of the New Zealand courts.

18.2 **Entire Agreement** – These Terms constitute the entire agreement between the parties and supersede all previous agreements and representations.

18.3 **Sub-contracting** – We may subcontract the performance of our obligations (including to a Related Company) while remaining solely liable for such performance.

18.4 **Assignment** – You must not assign your rights or obligations under these Terms without our prior written consent. We may assign these Terms to another party on notice to you, provided we seek your prior approval if the assignment could have a material adverse effect on you.

18.5 **Amendments** – Any amendment to these Terms must be in writing and signed by both parties, except where required to comply with applicable law (in which case, we will notify you in writing).

18.6 **Force Majeure** – We will not be liable for any failure or delay in performance due to events beyond our reasonable control, including strikes, labour disputes, delays in transit, government orders, or acts of God.

18.7 **Waiver** – A single or partial exercise of any right under these Terms does not constitute a waiver of that or any other right.

18.8 **Survival** – Any provisions that by their nature are intended to survive termination shall survive.

18.9 **Rights of Third Parties** – These Terms do not confer any rights on any person other than the parties.

18.10 **Relationship** – We supply Products and Services as an independent service provider. Nothing in these Terms creates a partnership, joint venture, or employment relationship.

18.11 **Non-exclusive** – These Terms do not restrict us from supplying Products and Services to other customers, nor do they restrict you from purchasing from other suppliers.

18.12 **Counterparts** – These Terms may be executed in any number of counterparts (including by electronic signature or email exchange of PDF copies), which together will constitute one instrument.

## 19. Specific Terms

### 19.1 Lead Times

You acknowledge and accept that lead times may apply to the Products selected (subject to current production levels). The lead time shall commence after final specification approval, receipt of the signed contract, and clearance of any deposit payment. Where delays occur due to circumstances beyond our control, we will notify you and provide an updated timeline. For imported contracts, the applicable Incoterms will be specified in our quotation, and we shall not be liable for delays in receiving shipments.

### 19.2 Additional Charges

(a) If you request us to provide Services urgently, requiring work outside normal business hours (including lunch breaks, weekends, or public holidays), we reserve the right to charge additional labour costs (penalty rates at time and a half) and travel time, unless otherwise agreed in writing.

(b) We reserve the right to vary the Price if additional Services are required due to unforeseen circumstances (such as incorrect plans, design changes, site access limitations, labour/material cost fluctuations, foreign exchange changes, or shipment delays).

### 19.3 Payment by Third Parties

If you are acting on behalf of or organizing for third parties, you must designate one person as their representative in writing. If those third parties are responsible for payment, it is your responsibility to collect the contributions. If any third party fails to pay, you shall be liable for that portion of the Price as if you had contracted the Services on your own behalf.

### 19.4 Information We Provide

Any advice, recommendations, or information provided by us regarding the Products and Services is given in good faith based on our own knowledge and experience. Such information is provided without liability on our part. We shall not be liable for any losses or damages occurring after the commencement of the Services if our advice is not followed.

### 19.5 Information We Require

We are entitled to rely on the accuracy of any plans, specifications, and other information provided by you. Should any such information prove to be inaccurate, we accept no responsibility for any resulting loss, damage, or cost.

### 19.6 Specifications

(a) All descriptive specifications, illustrations, drawings, data, dimensions, ratings, and weights provided in our literature or advertising materials are approximate and for identification only. They do not form part of the contract unless expressly stated in writing.

(b) An overall tolerance allowance in measurement is  $\pm 0-3\text{mm}$  or 3 degrees.

### 19.7 Your Acknowledgements

(a) You acknowledge that the Products may exhibit variations in shade, colour, texture, surface, and finish, and may fade or change over time. While we will make every effort to match product batches, we are not liable for such variations.

(b) You acknowledge that the Products may expand, contract, or distort as a result of environmental conditions and may be marked, stained, or damaged by impact or scratching.

(c) You agree to indemnify us from any loss or damage caused by other tradesmen (including incorrect or faulty installation by a third party) during and after the completion of the Services.