

PARKWOOD PRODUCTS LIMITED

TERMS AND CONDITIONS OF SALE

1.0 APPLICABILITY

- 1.1 Unless otherwise agreed in writing these Terms and Conditions of Sale shall apply to any goods purchased from us ("the Company", being Parkwood Products Limited) by you ("the Customer") and to any services provided in connection with those goods (such goods and associated services being referred to as "Goods").
- 1.2 Should there be more than one Customer in respect of Goods purchased from the Company then each Customer together and separately will be bound by these Terms and Conditions of Sale.

2.0 APPRECIATION

The Company thanks the Customer for purchasing the Company's Goods and expresses its appreciation to the Customer for trading with the Company.

3.0 RECOMMENDATIONS

The Company makes the following recommendations to the Customer in respect of the Goods purchased by the Customer from the Company:

- (3.1) Each exterior door should be installed in a situation protected from any extreme weather conditions such as driving rain or sustained periods of sunlight (up to 5 hours per day) and should have sufficient cover above to protect it.
- (3.2) Should not be coated with a dark colour which will attract heat.
- (3.3) All edges and sides of doors should be properly sealed as soon as possible after purchase and ideally within five (5) days of purchase. Full coating must be applied within 28 days of being sealed.
- (3.4) Doors should not be cut down in size so as to weaken or in any way cause the door to fail.
- (3.5) Any staining of timber doors must be tested before fully coating your door. The Company takes no responsibility for the effects that stain can cause to the look of the timber. Staining is at the Customers own risk.

4.0 PRODUCTS WARRANTY, CONSUMER GUARANTEES ACT, QUALITY OF GOODS AND RETURNS

- 4.1 The Customer agrees that in the event that the Customer qualifies as a "Consumer" for the purposes of the Consumer Guarantees Act 1993 ("the Act") and the Goods are acquired for purposes of a business, the Act shall not apply.
- 4.2 So long as the Customer follows the Company's recommendations in 3.00 above, the Company warrants to the Customer its Goods to be free from defects:
- 4.2.1 in respect of wooden doors in workmanship and wooden materials for a period of five (5) years from the date of purchase; and
- 4.2.2 in respect of hardware (eg hinges, sliding tracks, door handles and other metal components) for a period of ten (10) years from the date of purchase.
- 4.3 Returns
- 4.3.1 Should a Customer cancel an order for Goods after the Goods have been dispatched, then the Customer will be charged the costs of freight.
- 4.3.2 Goods supplied by the Company to a Customer must be inspected for damage, quality, quantity and the like within seven (7) days of delivery but any claims for recompense in respect of freight costs made seven (7) days after delivery will not be accepted by the Company and will be the responsibility of the Customer.
- 4.3.3 Any Goods unable to be inspected at the time of delivery should be signed and marked "subject to inspection".
- 4.3.4 The Company will not accept any liability for work such as re-hanging, re-fitting, painting or other consequential loss.
- 4.3.5 Notwithstanding the preceding subclauses of this clause, the Company will not accept returns of purchases of items from the Company's shelves or in its range of stock on hand, nor will the Company accept any claims in respect of the same.
- 4.4 Except as provided above the Company gives no warranty or undertaking of any sort whatsoever as to the fitness of the Goods for any particular purpose (whether such purpose was disclosed to the Company or not), nor as to the merchantable quality of the Goods, nor as to the conformity of such Goods either with the description under which they were sold or with any sample shown to the Customer, and all conditions or warranties whether express or implied by common law, statute or otherwise are hereby expressly excluded and to the extent permitted by law the warranty contained in Clause 4.02 above is the only warranty given by the Company to the Customer.

5.0 PRICE

The purchase price the Customer shall pay the Company for the Goods shall be the price the Customer and the Company agree upon at the point of sale, or the amount specified in any quotation given, or, if a quotation is not given, the price given to the Customer by the Company in writing (whether by invoice or otherwise) together with any variations agreed between the parties. Any variation in purchase price will be advised by the Company in writing to the Customer at least ten (10) working days before being introduced.

Goods and Services Tax shall be charged in addition to the purchase price unless otherwise specified in writing.

6.0 METHOD OF PAYMENT

Goods shall be paid for in cash or by direct credit in full prior to receipt of the Goods by the Customer or, if approved by the Company by:

- (i) For Customers who are non account holders by payment in cash or cheque or by direct credit of at least 50% of the total invoiced price before the Goods will be processed or ordered with the balance paid in full in cash or by direct credit before the Goods will be dispatched or delivered unless prior arrangements satisfactory to the Company have been made by the Customer with the Company; or
- (ii) For Customers who are account holders by payment in full in cash or by cheque or by direct credit on the 20th of the month following the date of invoice (being also the date of dispatch).

Without prejudice to any other rights the Company may have, the Company may charge interest on any monies not paid by the due date for payment at a rate calculated at three (3) percent per annum above the Company's bank's then current overdraft rate applicable to the Company until such amounts are paid and the Customer shall pay any costs associated with recovery of such monies including debt collection charges and solicitors fees and the Company may thereupon decline further credit to the Customer.

7.0 PRIVACY

The Customer acknowledges that the Company may:

Make such enquiries in respect of the Customer as it sees fit to determine whether credit should be made available to the Customer; and

Use any personal information provided by the Customer or obtained by the Company for credit verification and debt collection purposes; and
Refer any default in payment to a debt collector and supply personal information to a debt collector.

8.0 DELIVERY / DISPATCH

Delivery or dispatch shall be deemed to have been effected either upon the Company delivering the Goods to the Customer or upon the Customer removing the Goods from the Company's premises with the consent of the Company.

9.0 CONSEQUENTIAL LOSS

Except as expressly stated in these Terms and Conditions or the Act, the Company, its directors, officers, agents and employees shall not be liable for any liabilities, losses (including consequential loss) costs and expenses suffered or incurred by the Customer in any manner and whether in contract, tort, equity or otherwise in respect of or arising out of or in any way connected with the purchase, use, failure or repair of Goods.

10.0 FORCE MAJEURE

Subject to the Act, the Company shall not be liable for failure to perform or complete any of its obligations due to any causes beyond the reasonable control of the Company including (but without limiting the generality of the foregoing) availability of the Goods and Acts of God.

11.0 ACCEPTANCE OF QUOTATION

The prices and schedule quoted are subject to re-quotation if not accepted within 30 days from the date of quotation. All prices are quoted on the condition that the quantity of work quoted for will be carried out; the Company has the right to review such prices if such quantity of work is not executed.

All quotations made are subject to confirmation or amendment by the Company prior to acceptance of order by the Company.

12.0 VARIATIONS TO GOODS

Any variation to the Goods which the Company has agreed to complete which is requested by the Customer shall be specified in writing before the variation is carried out. The cost of any variation (whether it results in an increase or decrease in the purchase price) shall be agreed between the Company and the Customer, but if there is no agreement shall be completed at the Company's charge out rates and shall be paid by the Customer.

In the event of the suspension or cancellation of the variation whether on the Customer's instructions or arising from lack of instructions, the purchase price may be increased to cover any resulting extra expense incurred by the Company.

13.0 PATENTS AND PATENT RIGHTS

The Customer warrants that the Goods do not infringe any patent and other intellectual property, and the Customer will defend any suit that may arise in respect thereto and the Customer will fully indemnify the Company in respect of any cost or loss which may be incurred by the assertion of any patent or other intellectual property rights in respect of the Goods furnished to the Customer by the Company.

14.0 DESIGNS

In the event of the Company submitting any design(s) for goods or materials to the Customer, such design(s) shall be deemed to be strictly recommendations and/or suggestions. Before the Company shall commence to manufacture any Goods or materials which it has designed, the Customer must approve the design(s). Such approval shall be deemed to be an adoption by the Customer of the design(s). The Customer shall indemnify the Company against any liability, loss, claim or proceedings arising out of any insufficiencies, failure or any other matter or thing whatsoever in respect of the design(s).

15.0 TERMINATION

15.1 The Company may suspend or terminate any contract for the supply of Goods in the event:

15.1.1 The Customer breaches any of these Terms and Conditions; or

15.1.2 The Customer shall make or enter into or endeavour to make or enter into any composition assignment or other arrangement with or for the benefit of the Customer's creditors, or

15.1.3 Of the insolvency, bankruptcy, receivership or liquidation of the Customer; or

15.1.4 That the Customer shall suffer distress or execution to issue against the Customer's property under any judgment in any Court against the Customer for a sum in excess of \$5,000.00.

15.2 The Customer shall indemnify the Company for any costs or losses suffered as a result of the Company exercising the rights set out in Clause 15.1.

16.0 RISK AND TITLE

16.1 The Goods shall be at the Customer's risk from dispatch of the Goods by the Company to the Customer.

16.2 Ownership of the Goods shall not pass to the Customer until such time as the Goods have been paid for in full.

16.3 Until the Goods have been paid for in full:

16.3.1 The Goods shall be held by the Customer as Bailee for the Company; and

16.3.2 The Customer shall not sell or otherwise dispose of the Goods; and

16.3.3 The Customer shall, if required by the Company, store the Goods in such a way as to make it clear the goods are the property of the Company; and

16.3.4 The Customer authorises the Company (and its servants or agents) to enter any premises occupied by the Customer to search for and to remove the Goods without in any way being liable to the Customer and to indemnify the Company for liability to any third party as a result of exercising such rights; and

16.3.5 The Customer authorises the Company to register and maintain a security interest on the Personal Property Securities Register pursuant to the Personal Property Securities Act 1999 for all Goods already supplied by the Company to the Customer or for Goods to be supplied by the Company to the Customer should the Company deem it necessary to do so to protect the Company's rights pursuant to these Terms and Conditions of Sale.

17.0 ASSIGNMENT

The Customer may not assign any of its rights or obligations under this agreement without the prior written consent of the Company nor purport to do so.

18.0 ACCEPTANCE

Contracts and orders are accepted only upon and subject to the Company's general conditions and special conditions (if any) as herein contained and such terms and conditions are to have full force and effect as if incorporated into the Customer's order. Any qualifications of these Terms and Conditions of Sale by the Customer shall be void and of no effect unless the Company accepts the same in writing.

Signed where the Customer or Customers are individuals by

Full Name (s)

Date:

Where the Customer is a Company signed for and on behalf of the Company by a duly authorised person

Full Name of Company

Full name of authorised person

Date:

Signed for and on behalf of
PARKWOOD PRODUCTS LIMITED
by a duly authorised person

Name

Position

Date: