

Riteline Roofing Limited

Terms and Conditions

These terms and conditions (**Terms**) apply and are incorporated into all contracts for the supply of goods and/or services (**Products**) by Riteline Roofing Limited (**Company**) to you (**Customer**). These Terms may be altered or replaced by written notice to the Customer. Execution of the attached quote or acceptance of delivery of the Products constitutes acceptance of the Terms.

1. Formation of contract and payments

- 1.1 The attached quote is valid for 60 days and may only be accepted within this time by the Customer signing and returning the same to the Company including your colour choice and a deposit for 50% of the total price specified in the quote. No changes are permitted to the quote. Acceptance of the quote creates a valid and binding contract between the Company and Customer based on the Terms and no cancellations are permitted except in accordance with clause 1.5.
- 1.2 Upon receipt of the items in clause 1.1, the Company will order the roofing materials and advise an estimated installation date. The Customer must provide safe storage for the delivered materials.
- 1.3 The balance of the total price is payable by the Customer within 7 days of completion of installation except where the work takes longer than one month and/or there are delays to completion caused by the Customer or their contractors, in which case the Company may issue progress bills payable by the Customer within 7 days.
- 1.4 The total price in the quote does not include any charges for additional items such as:
 - 1.4.1 repairs or other works required to any structural aspects at the Customer's site;
 - 1.4.2 alteration of the existing substrate or structure, improvement of drainage or water runoff at the Customer's site;
 - 1.4.3 Any remedial cladding or other structural work that needs to be removed and replaced so that the roofing can be properly installed;
 - 1.4.4 any re-alignment or re-installation of a TV antenna or Sky aerial dish to address reception issues;
 - 1.4.5 scaffolding or edge protection.
- 1.5 The Company reserves the right to increase the total price in the quote at any time prior to ordering of materials by written notice to the Customer due to any event beyond the reasonable control of the Company that increases the Company's costs. This includes for example currency fluctuations, additional works or unexpected increases in costs of labour or materials. Upon receipt of notice the Customer may cancel this Agreement by written notice to the Company within 48 hours otherwise the Customer is bound by the price increase.

2. Obligations of the Company

- 2.1. The Company must supply the goods and/or services outlined in the quote.

- 2.2. Any times or dates for installation of the Products are indicative only and affected by weather and deliveries from third parties and the Company is not liable for any failure to deliver on such time or date.

3. Obligations of the Customer

- 3.1. The Customer must allow the Company access to the site for delivery and installation and provide reasonable assistance as required by the Company to facilitate the delivery of its services pursuant to this Agreement.
- 3.2. The Customer is responsible for obtaining any licences or consents necessary for the supply of the Products at the Customer's site.
- 3.3. The Customer must pay the total price specified in the quote in the manner set out in clause 1. Payment must be made in cash without deduction or set-off.
- 3.4. All amounts are stated exclusive of Goods and Services Tax (**GST**). The Customer must pay the applicable GST and any other taxes or duties relating to the supply of the Products.
- 3.5. If the Customer fails to pay any amount on the due date, the Company may without prejudice to other rights and remedies under this Agreement or at law:
- 3.5.1. charge interest on the amount due, calculated on a daily basis at 2.5% per month from the due date until the date on which the Company receives payment; and/or
 - 3.5.2. withhold the supply of any further Products under this or any other contract until all outstanding amounts are paid by the Customer; and/or
 - 3.5.3. repossess any goods delivered and/or installed at the Customer's site. The Company is entitled to access to the Customer' site for this purpose and is not liable for any damage resulting from repossession.
- 3.6. The Customer is liable for all costs of collection of overdue amounts including legal costs.

4. Title and Security for Payment

- 4.1. Title to, and property in, any goods supplied by the Company to the Customer (**Collateral**) will not pass to the Customer until payment of the purchase price for the Collateral is received. For the purposes of the Personal Property Securities Act 1999 (**PPSA**), this clause is intended to create a security interest in the Collateral to secure the obligation of the Customer to pay the purchase price for the Collateral. The Customer grants to the Company a security interest in the Collateral and in any proceeds arising from the sale of the Collateral to secure the obligation of the Customer to pay the purchase price for the Collateral and any other obligations of the Customer to the Company under this Agreement (**Obligations**) as and when the same become due.
- 4.2. The Customer warrants and undertakes to sign any further documents and/or provide any further information, such information to be complete, accurate and up to date in all respects, which the Company may reasonably require to register a Financing Statement or Financing Change Statement on the PPSA Register.
- 4.3. The Customer waives its right to receive a Verification Statement in respect of any Financing Statement or Financing Change Statement in accordance with Section 148 of the PPSA.

- 4.4. Any existing structures or materials removed during installation will be the property of the Company.

5. Risk

- 5.1. Risk of loss or damage to goods supplied to the Customer passes to the Customer upon delivery and the Company is not liable for any damage or theft of goods after delivery. Title to goods passes to the Customer in accordance with clause 4.

6. Warranties and Liability

- 6.1. Unless any written warranties are given by the Company to the Customer in relation to particular Products, the Company makes no representation and gives no assurance, guarantee or warranty of any kind in relation to the Products (including any representation, assurance, guarantee or warranty implied by law to the extent that the representation, assurance, guarantee or warranty can be excluded). The Company accepts no liability for any assurance, guarantee, warranty, representation, statement or term not expressly set out in these Terms or other writing given by to the Customer.
- 6.2. The Customer agrees that where Products are supplied for the purposes of a business then any rights granted under the Consumer Guarantees Act 1993 are excluded.
- 6.3. The Company warrants that it has good title to all goods supplied to the Customer and that all Products which are intended to become the property of the Customer will become the sole and unencumbered property of the Customer and title will pass in accordance with clause 4.
- 6.4. The Customer acknowledges that the Company has purchased goods from a third party to supply to the Customer and:
- 6.4.1. the Company must take all steps within its power to assign to the Customer the benefit of any warranties given by the third party in relation to the goods;
 - 6.4.2. any warranties or representations given by the Company to the Customer in relation to the goods cannot exceed the warranties or representations given by the third party to the Company in relation to those goods.
- 6.5. The Company warrants that the installation of the Products will be carried out with reasonable care and skill and provides a warranty of workmanship for 5 years from the date of installation. This warranty does not apply where the Company's instructions or recommendations have not been followed or, to the extent legally permitted, if the Customer is in breach of this Agreement.
- 6.6. The Company's liability arising from or in relation to the supply of the Products is limited to one of the following to be elected by the Company:
- 6.6.1. replacement or repair of the affected goods or resupply of the services; and
 - 6.6.2. payment of the actual cost of replacing or repairing the affected goods or resupplying the services.
- 6.7. The Company will under no circumstances be liable under the law of tort, contract or otherwise for any direct or indirect loss or damage (including without limitation loss of profits or savings or for any indirect or consequential loss or damage), however caused, arising out of, or in connection with, the supply or non-supply of the Products.

- 6.8. The total cumulative liability of the Company arising from or in relation to the supply of the Products is limited to the total amount paid by the Customer to the Company for those Products.

7. General

- 7.1. A party is not liable for a breach of any of these Terms, if, and to the extent that, the party's breach arises by a reason beyond that party's reasonable control.
- 7.2. The Company may subcontract any of its obligations but otherwise neither Party may assign its rights or obligations under this Agreement without the prior approval of the other Party.
- 7.3. The Company is an independent contractor and not an employee, partner or agent of the Customer.
- 7.4. If any of these Terms are held to be invalid, void, illegal or unenforceable the validity, existence, legality and enforceability of the remaining provisions are not affected or prejudiced.
- 7.5. Failure or omission by a party at any time to enforce or require strict or timely compliance with any of its rights or remedies does not affect or impair the rights or remedies of that party.
- 7.6. The parties must sign, execute and do all further documents, acts, matters or things requisite or necessary for giving full effect to these Terms.
- 7.7. These terms will be governed by and construed in accordance with the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the New Zealand Courts.