

COCKRAM MOTORS CHCH LIMITED
("Vendor")
TERMS OF TRADE

All goods and services supplied by the Vendor are supplied on the following terms of trade. These terms of trade may be changed by notice.

1. Ownership

- 1.1 Ownership of goods remains with the Vendor until payment for the goods is made in full.

2. Risk and Delivery

- 2.1 Delivery occurs at the time possession of the goods passes from the Vendor to the Buyer or a person nominated by the Buyer. The date on which delivery occurs is referred to in these terms as the Possession Date.
- 2.2 The risk in goods supplied passes to the Buyer on delivery. The Buyer must insure goods from delivery.
- 2.3 The Vendor is not liable to the Buyer for any delay or failure to supply goods or services.

3. Price

- 3.1 All orders for goods will be filled at prices prevailing on the Possession Date and the Buyer must pay the prices charged.
- 3.2 Services will be charged at rates prevailing on the date on which services are rendered or if the supply occurs over more than one day, the last day on which services are rendered ("Supply Date").
- 3.3 All prices are plus GST and other taxes which are payable by the buyer.

4. Terms of Payment

- 4.1 Payment for goods is due in cash on the Possession Date except where the Vendor has agreed in writing that trade terms shall apply in which case payment is due on the 20th day of the month following the Possession Date.
- 4.2 Payment for services is due in cash on the Supply Date except where the Vendor has agreed in writing that trade terms shall apply in which case payment is due on the 20th day of the month following the Supply Date.

5. Limitation of Liability

- 5.1 The Vendor's liability for any defect in the goods is limited to the purchase price of those goods. If goods are returned by the Buyer, the Vendor may, in its discretion, repair or replace the goods, or refund the purchase price to the Buyer, provided that:
- (a) the goods must be returned, to the Vendor within seven (7) days of the Possession Date; and
 - (b) Procured items ex Japan are non returnable; and
 - (c) the Buyer must supply the date and number of any invoice relating to the goods; and
 - (d) the Vendor must have a reasonable opportunity to inspect the goods.
- 5.2 The Vendor shall not be responsible for any damage caused either to the goods or as a result of the malfunction of such goods if:
- (a) The goods are fitted by unqualified tradesperson; or
 - (b) The goods are not fitted to a good trade standard; or
 - (c) The goods are in any way adapted to a use for which they are not specifically intended; or
 - (d) The goods are added to or repaired using components not recommended or approved by the manufacturer of such goods.
- 5.3 The Vendor shall have no further liability or responsibility for any direct, indirect or consequential injury, loss or damage arising from any supply of goods or services.

6. Consumer Guarantees Act 1993

- 6.1 Where a supply is for business purposes, the Buyer agrees that the provisions of the Consumer Guarantees Act 1993 do not apply.
- 6.2 Nothing in these terms limits any rights the Buyer may have under the Consumer Guarantees Act 1993.

7. Default

- The security interest created by clause 1 of these terms becomes enforceable if any of the following events occurs:
- (a) The Buyer fails to pay any money owing on the due date;
 - (b) The Buyer sells, parts with possession, leases or disposes of any goods or does anything inconsistent with the Vendor's ownership of the goods prior to making payment in full to the Vendor;

- (c) The Vendor believes the Buyer has committed or will commit an act of bankruptcy, has had or is about to have a receiver appointed, or is declared insolvent.
- (d) The goods are at risk, as that term is defined in the PPSA 1999;
- (e) The Buyer neglects or fails to carry on its business to the reasonable satisfaction of the Vendor, or if there is a significant deterioration in the trading or asset position of the Buyer.

8. Costs

The Buyer must pay the Vendor's costs (including legal costs, as between Solicitor and Client) of and incidental to the enforcement or attempted enforcement of the Vendor's rights, remedies and powers under these Terms of Trade.

9. Guarantees and Conditions:

Except as provided in the next succeeding clause hereof no warranty or conditions shall be implied herein against the seller by Statute, Common Law, Law Merchant or otherwise howsoever and no representation or express condition or warranty shall be binding on the seller unless it be in writing and signed for or on behalf of the seller.

Where the goods or any of them are subject to an express warranty given by the manufacturer thereof or the parties supplying the same to the seller in either case being a warranty upon which the seller may rely, then the terms of such express warranty shall be deemed to be incorporated herein but without creating any privity of contract between the buyer and such manufacturers or supplier to the seller and in such case where a claim is made by the buyer under such warranty the judgement of the manufacturer or supplier as the case may be, as to whether or not there has been a breach of the said warranty shall be final and binding upon the seller and the buyer.

10. Extent of Liability

- (1) The liability of the seller to the buyer shall not in any case exceed the purchase price of the goods in respect of which such liability arises and this limitation shall apply to liability howsoever arising whether in contract or in tort and:
- (2) In any case of liability in the part of the seller arising from breach of contract the seller shall be under no liability for damages or consequential loss to the buyer arising from the breach.

11. Exclusion of Liability

The seller shall not be responsible for any damages whatsoever caused either to the products supplied or as a result of the malfunction of such products in the event that such products supplied are fitted by unqualified tradesmen or if such products be fitted in an untradesmanlike manner and/or if such products are in any way adapted to a use to which they are not specifically intended and/or if such products be added to or repaired by components not recommended or approved by the manufacturer of such products.

12. Credits

Credits sought for returned goods are at vendor's discretion and:-

- (1) Must be returned within 7 days of receipt;
- (2) Must be returned freight free;
- (3) Must be in good saleable condition in manufacturer's/suppliers original containers, unsoiled and undamaged;
- (4) Must be accompanied by number and date of supplying invoice;
- (5) Item Ex not normal stock line, a 20% penalty will be incurred plus return freight;
- (6) Stock line items returned after 7 days will incur a 10% penalty
- (7) Procured items are non returnable
- (8) Electrical items are non returnable
- (9) A Credit shall not be raised for goods which have been incorrectly ordered by the buyer.
- (10) Credits will not be paid in Cash.