

Terms and Conditions

While it might feel a bit time-consuming to read the fine print, we do believe it is the best way to manage expectations and avoid any surprises. Our terms of trade set out what we will deliver to you and what we expect from you. The last thing we want is a mismatch in understanding and a poor outcome for you.

We believe in providing great service and we take pride in our standards. The terms of trade below serve as the criteria for all of the work we carry out. These terms override any agreements made in person, over the telephone, or in any other communication.

When you ask **Lakeside Stainless** to carry out work on your behalf, you agree to uphold your obligations under these terms of trade.

If you have any questions please contact us on our **office number 0800 525 374** or email us at **info@lakesidestainless.co.nz**. If you are unhappy with the work we provide, or have any problems or comments, please let us know immediately. We will do our best to fix any problems right away. If you do not give us feedback or if you delay payment, it makes it difficult for us to put things right.

We take pride in what we do and would love for you to use us again and tell your friends. You can be sure that we want you to get the outcome you are after, as much - if not more- than you do.

Terms of Trade

Lakeside Stainless
83817674

Thank you for choosing Lakeside Stainless.

Please read the terms of trade listed below. You accept these terms when accepting the provided quote. These terms need to be accepted before we begin work.

1. Application of Terms of Trade

1.1 These terms apply to all trade between **Lakeside Stainless Ltd** and **The Customer**. These terms are effective from the above date until these terms of trade are replaced by another document. Unless the context requires otherwise, the following definitions shall apply to these terms of trade.

2. **Definitions** : Unless the context requires otherwise, the following definitions shall apply to these terms of trade:

2.1. **Lakeside Stainless Ltd** means 'The Company Limited' and any of its related companies who have supplied goods or services. This also includes the successors and assignees of those companies. "**Customer**" means the customer who opened an account or the person that the account was created for. These terms of trade include the **Customer's** trustees, executors if an individual or successors, permitted assigns, and/or administrators.

2.2. "**Goods**" means the goods supplied to the **Customer** by **Lakeside Stainless Ltd** which are described by item or indicated on the invoice associated with those goods. This also includes any packing or delivery slip supplied by **Lakeside Stainless Ltd** in respect of the goods.

2.3. "**PPSA**" means the Personal Property Securities Act 1999 and associated regulations, as amended from time to time.

2.4. "**PPSR**" means the Personal Property Securities Register under the PPSA.

2.5. "**Agreement**" means any Agreement entered into in relation to a Service and includes these Terms and Conditions;

2.6. "**Business Hours**" means 07:00 – 17:00 any day of the week other than a Saturday, Sunday, or Public Holiday.

2.7. "**GST**" means goods and services tax under the Goods and Services Tax Act 1985;

2.8. "**Pricing**" means the Company's current pricing for the Services [available on request];

2.9. "**Services**" means any service provided by the Company to the Client including, without limitation, the hire, the transportation, erection, installation, dismantling and removal of scaffolding and any other Equipment;

3. Payment

3.1. The **Customer** shall pay in full for the goods and services no later than the date specified on the Company's invoice. The **Customer** shall not have any right of set-off or deduction against the required payment or on account of any money which **Lakeside Stainless Ltd** may owe the **Customer**. If the **Customer** fails to pay the full amount due, on or before the due date, **Lakeside Stainless Ltd** (without prejudice to its other rights and remedies) shall be entitled to charge the **Customer** interest on the amount outstanding from due date until payment.

3.2. The price for the goods and services supplied by **Lakeside Stainless Ltd** shall become immediately payable, regardless of any other terms of payment, and **Lakeside Stainless Ltd** may take immediate action to recover the price. This includes if the **Customer** is in default under any agreement with **Lakeside Stainless Ltd** or commits an act of insolvency or bankruptcy, goes into liquidation, receivership or voluntary administration, enters into a creditors' composition, or has its credit standing impaired in any way.

3.3. Without prejudice to the Company's other remedies under the Agreement, at law or otherwise, the Client will pay interest at the Default Interest Rate on all amounts owing to the Company under the Agreement which remain outstanding after the Due Date, until all outstanding amounts have been paid in full.

4. Dispute Resolution

4.1. Any dispute arising out of, or in connection with, the Agreement or any Agreement will be resolved in accordance with the following dispute resolution procedure. However, nothing in this clause 16 prevents either party from taking immediate steps to seek any equitable relief before the New Zealand Courts.

4.2. If direct discussion and negotiation between the parties fails to resolve the dispute within 1 month of the dispute arising then the parties will, where the dispute is within its jurisdiction, apply to the Disputes Tribunal at Queenstown for resolution of the dispute. The parties hereby agree that the jurisdiction of the Disputes Tribunal to determine the dispute is extended to the maximum extent permitted by law.

4.3. If the dispute is outside the jurisdiction of the Disputes Tribunal, then the dispute shall be submitted to, and settled by, either adjudication in accordance with the Construction Contracts Act 2002 and/or by arbitration in accordance with the Arbitration Act 1996 or its replacement(s).

5. Delivery and Return

5.1. Delivery of goods shall be deemed to be made to the **Customer** when the goods are first dispatched from **Lakeside Stainless Ltd** premises or collected by the **Customer** or the **Customer's** agent. All carriers of goods are deemed to be agents of the **Customer**.

5.2. **Lakeside Stainless Ltd** may stop future deliveries until the **Customer** has paid for all previous supplies of goods or services supplied by **Lakeside Stainless Ltd** (whether payment is due or not).

5.3. If **Lakeside Stainless Ltd** is unable to deliver the goods or perform a service because of any cause beyond its control (including any force majeure event) **Lakeside Stainless Ltd** may suspend delivery or cancel the **Customer's** order without incurring any liability for loss or damage suffered by the **Customer**.

5.4. Goods will only be accepted for return with the prior approval of **Lakeside Stainless Ltd**. Freight and all other costs associated with the return of goods will be at the **Customer's** expense unless otherwise agreed in writing by **Lakeside Stainless Ltd**.

6. Risk

6.1. Goods are at the sole risk of the **Customer** upon delivery in accordance with clause 4.1 whether received by the **Customer** or not. This also includes a delay in delivery, even if ownership of the goods has not been passed on to the **Customer**.

6.2. The **Customer** shall at all times insure the goods and keep them insured for their full value against all causes including loss or damage by fire and theft. If the goods are lost, damaged or destroyed, the **Customer** must agree to make a claim against the insurance policy with respect to the lost, damaged or destroyed goods, and to immediately pay the proceeds received to **Lakeside Stainless Ltd**. The **Customer** will remain liable to **The Company** for any shortfall in the insurance proceeds.

7. Ownership

7.1. Ownership of the goods shall not pass on to the **Customer** until the **Customer** has paid for the goods in full. In addition, any proceeds of the sale of goods that has not paid for shall belong to **The Company**.

7.2. Notwithstanding the provisions of clause 6.1 regarding **Lakeside Stainless Ltd** ownership of any sale proceeds, until the ownership of the goods has passed on to the **Customer**, the **Customer** shall not be entitled to sell or deliver possession of the goods to any other person.

8. Enforcement and PPSA

8.1. The **Customer** irrevocably gives **Lakeside Stainless Ltd** and its agents the right to enter upon the **Customer's** premises (including leased premises), without giving notice and without being in any way liable to the **Customer**, if **Lakeside Stainless Ltd** has cause to exercise any rights it has under section 109 of the PPSA.

8.2. The **Customer** indemnifies **Lakeside Stainless Ltd** for any and all costs associated with the enforcement of these terms of trade, including legal costs on a solicitor/client basis. This includes; but is not limited to, the cost of any debt collection procedures for which the customer may be liable for, on top of the outstanding debt.

8.3. The **Customer** waives its right under the PPSA to receive any verification statement from **Lakeside Stainless Ltd**.

8.4. The **Customer** shall immediately notify **Lakeside Stainless Ltd** in the event that the **Customer** changes its name.

9. Representations, Warranties, Terms and Conditions

9.1. To the maximum extent permitted by law, all representations, warranties, terms, and conditions (including any representation, warranty, term or condition expressed or implied by law or otherwise) that are not expressly included in these terms of trade are hereby excluded from the contractual arrangements between **Lakeside Stainless Ltd** and the **Customer**. Without limiting the generality of the foregoing, the provisions of the Consumer Guarantees Act shall not apply to the supply of goods or services by **Lakeside Stainless Ltd** to the **Customer** where the **Customer** acquires, or holds himself or herself out as acquiring, the goods or services for the purposes of a business.

9.2. If **Lakeside Stainless Ltd** shall be under any liability whatsoever to the **Customer** then whether such liability be in contract, tort (including negligence or for personal injury) or otherwise and notwithstanding any relief or remedy to which the **Customer** may be entitled at law or in equity, such liability shall be limited to the price at which the goods or services are supplied to the **Customer**. This includes the actual loss or damage suffered by the **Customer**, whichever shall be the lesser.

9.3. Under no circumstances will **Lakeside Stainless Ltd** be liable for any financial or economic loss or any indirect or consequential loss of any kind whatsoever.

10. Privacy

10.1. The **Customer** agrees that **Lakeside Stainless Ltd** may obtain information about the **Customer** from any person, including any credit assessment or debt collection agency, for any purpose being in the course of **Lakeside Stainless Ltd** business, including credit assessment and debt collecting. The **Customer** consents to any person providing **Lakeside Stainless Ltd** with such information.

10.2. The **Customer** agrees that **Lakeside Stainless Ltd** may use, for lawful purposes, any information it has about the **Customer** relating to the **Customer's** creditworthiness.

10.3. Without limiting the provisions of clauses 9.1 and 9.2, the **Customer** understands that:

a) **Lakeside Stainless Ltd** is asking the **Customer** for personal information about the **Customer** for the purpose of:

i. obtaining a credit report on the **Customer** to help assess the **Customer's** creditworthiness for the purpose of **Lakeside Stainless Ltd** opening or reviewing a trading account for the **Customer**, and.

ii. registering the security interest created by

clause 6.1 under the PPSA; b) **Lakeside Stainless Ltd** will give the **Customer's** personal information to:

i. a credit checking bureau of The Company's choice and that bureau will hold that information on their system and use it to provide their credit reporting service, and

ii. the Registrar of Personal Property Securities and the Registrar will hold that information on the PPSR which will be available for searching by the public in accordance with the PPSA;

c) The credit reporting bureau will provide **Lakeside Stainless Ltd** with information about the **Customer** for the purposes outlined in clause 9.3(a)(i), and when other **customers** of the credit checking bureau use the credit reporting service the credit checking bureau may give the information to those **customers** too.

d) The Company may use the credit checking bureau's credit reporting services in the future for purposes related to the provision of credit to the **Customer** (including personal credit checks against the **Customer**), and this may include the use of monitoring services to receive updates if any of the information held about the **Customer** changes.

e) If the **Customer** defaults in the **Customer's** payment obligations to **Lakeside Stainless Ltd**, information about that default may be given to the credit reporting bureau and may be provided to other users of that service other than the **Customer**.

f) The **Customer** has a right of access to, and may request correction of, personal information held by **Lakeside Stainless Ltd** or a third party about the **Customer**. For those purposes, the **Customer** understands that he or she may contact **Lakeside Stainless Ltd** at the address set out in the application for credit account to which these terms of trade relate, for information.

11. Amendment

Lakeside Stainless Ltd may amend these terms of trade from time to time. The **Customer** shall in respect of the supply of any particular goods or services by **Lakeside Stainless Ltd** to the **Customer** be bound by the terms of trade applicable at the time of sale of those goods or services. A copy of the latest version of the terms of trade will be available upon request at the local branch office of **Lakeside Stainless Ltd**.

12. General

12.1. Unless expressly provided otherwise in any written agreement between **Lakeside Stainless Ltd** and the **Customer**, these terms of trade, and the application for credit account to which these terms of trade relate, constitute the entire agreement between **Lakeside Stainless Ltd** and the **Customer** relating to the supply of goods and services by **Lakeside Stainless Ltd** to the **Customer**.

12.2. Each provision of these terms of trade is severable in whole or in part and, if any provision is held to be illegal or unenforceable for any reason, only the illegal or unenforceable provision shall be affected and the remainder of these terms of trade shall remain in full force and effect.

12.3. These terms of trade and the application for credit account to which these terms of trade relate shall be construed in accordance with and be governed by the laws of the Country you reside in. **Lakeside Stainless Ltd** and the **Customer** shall submit to the non-exclusive jurisdiction of the Courts in your Country.