

# CSP Pacific Terms of Sale

The following Sale Terms, in addition to the Fletcher Building Terms of Credit, will be incorporated into every contract between Fletcher Concrete and Infrastructure Limited trading as CSP Pacific (CSP) and the Customer for the supply by CSP of Goods or services (both of which are referred to as Goods) unless specifically excluded in writing and annexed hereto. No variation of these terms will be binding upon CSP unless made in writing. In the event of inconsistency between these terms and the terms of any quotation or other agreement these terms(i) will take precedence.

## 1. REPRESENTATIONS AND WARRANTIES

- (a) Any representation, undertaking or warranty made by CSP or any agent or representative of CSP unless recorded in writing and annexed hereto are of no effect and will not apply to this contract or to any contract.
- (b) All warranties and conditions implied by law (including any warranties as to suitability of the Goods for the use of which they will be put) are excluded from this contract and will not apply to it.
- (c) It is the Customer's obligation to satisfy itself that Goods supplied are suitable for the purpose to which the Customer wishes to use them and CSP does not warrant that the Goods are suitable for any particular purpose.
- (d) The Customer acknowledges that it has acquired the Goods for the purposes of a business and that the Consumer Guarantees Act 1993 will not apply to the supply of the Goods by CSP to it.
- (e) Where CSP issues a producer statement in relation to Goods, CSP does not warrant the accuracy of the statements contained in that producer statement and that producer statement is issued subject to the limitations of liability contained in these terms. (ii)

## 2. DELIVERY

- (a) CSP will (unless otherwise stated) deliver the Goods by a carrier of its choice to an area at or alongside the site complying with paragraph (d) below. Where the Customer nominates the use of other services or carriers, any additional costs arising beyond CSP's normal costs will be borne by the Customer.
- (b) Where small consignments incur additional cost or delivery is specified to a destination other than the Customer's quoted point of delivery, any additional freight costs will be borne by the Customer.
- (c) Truck turn around time of 60 minutes has been allowed in this contract and any costs due to time over this period at the site will be paid by the Customer.
- (d) The Customer will provide at its expense safe hard roading suitable for use by usual road transport to deliver Goods to the site or to an area alongside the site with sufficient clear hard space at all times for unloading and stacking and unless otherwise specified will supply all necessary cranes and other means of unloading. Should safe delivery not be possible through failure of the Customer to comply with this provision, any additional expenses incurred by CSP in effecting delivery will be paid by the Customer.
- (e) Any time or date for delivery given by CSP is intended only as an estimate and CSP will not be liable for the consequences of delay however arising and the Customer acknowledges that CSP will not accept any liability for any claims or losses from its failure to meet the delivery date. Delayed delivery will not invalidate this contract or subject CSP to any penalty and the Customer will accept the Goods when delivered and pay the price at the date of delivery notwithstanding any such delay.
- (f) Where CSP is dependent upon other manufacturers or

suppliers to provide Goods or services, CSP is under no liability to the Customer for the failure of the manufacturer or supplier to provide the Goods or services.

- (g) When the Goods are available and due for delivery by CSP and the Customer fails to take or accept the same when required to do so under this contract for the purpose of payment, delivery will be deemed to have been made on the date CSP was willing and able to effect delivery.

## 3. RETURN OF GOODS

- (a) No claims for alleged defective Goods (including damage in transit) will be recognised unless made in writing and received by CSP within seven days after delivery. CSP reserves the right to inspect the Goods and to remedy defects in respect of the Goods on the site but otherwise Goods accepted as defective by CSP will be returned to CSP at the Customer's expense, at the original point of commencement of delivery.
- (b) Other than as provided in paragraph (a) above the Customer may not return or refuse delivery of any Goods purchased from CSP. Made to order and/or made to design items will not be able to be returned or credited.
- (c) All returns to be subject to 15% re-stocking fee.

## 4. JOINT VENTURES, PARTNERSHIP OR ALLIANCE

- (a) If the Customer is a joint venture, partnership or alliance between two or more parties who are each named in the credit application or invoice, then each of those parties shall be jointly and severally liable for all of the obligations and liabilities of the Customer under this contract.

## 5. GENERAL

- (a) The Customer agrees that (except as provided in these terms) these terms, including the Fletcher Building Terms of Credit, represent the entire agreement between the Customer and CSP.
- (b) The Customer agrees that the following terms used in these terms will have the following meanings:
  - a. "Customer" means the person named as Customer in the attached credit application or invoice.
  - ii "Goods" means all lighting columns, roadside crash barriers and cushions, crash attenuators, massbloc, multiplate culverts products, parts and materials and any other products or materials supplied or to be supplied by CSP to the Customer and includes all products, parts and materials referred to in any invoice issued by CSP to the Customer at any time and from time to time and includes services (design charge, freight, handling charge, installation) wherever applicable.