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Contents

1.0 Definitions	3
2.0 General.....	3
3.0 Sellers Quotations.....	4
4.0 Payments	4
5.0 Title	5
6.0 Limitation of Liability	6
7.0 Placement of Orders	6
8.0 Inspection of Orders	7
9.0 Delivery	7
10.0 Exclusions.....	7
11.0 Default	7
12.0 Severability	8
13.0 Notice.....	8
14.0 Waiver.....	8
15.0 The Sellers Rights	8
16.0 Variation	8
17.0 Force Majeure.....	8
18.0 Cancellation	9
18.1 Cancellation of order or return of Goods	9
18.2 Cancellation of Contract	9
18.3 No claim	9
19.0 Governing Law and Jurisdiction	10
20.0 Confidentiality.....	10
21.0 Goods Returned For Credit	10
22.0 Buyer Selling Their Business, Ceasing To Trade, Vacating The Premises	10
23.0 Privacy Agreement.....	10

AMENDMENT HISTORY	
Date	Amendment Summary
09/03/2018	Original issue, Issue 1, Revision 0.

1.0 Definitions

Buyer means the person or entity who places an order to purchase Goods from Glass Market, and goods means the goods supplied by Glass Market to the Buyer.

Contract means the contract between the Buyer and the Seller for the sale and purchase of goods and includes these terms.

Goods means but not limited to; [Float & Pattern Glass, Toughened Glass, Laminated Glass, Vinyl Backed Mirror, Organic and other Coated Glass and related accessories and parts].

Insolvency Event means one or more of the following events;

- (i) an application is made, or a resolution is passed, to wind up the buyer;
- (ii) a controller or administrator is appointed in respect of the buyer or any of its assets;
- (iii) the buyer commits any act of bankruptcy within the meaning of the Bankruptcy Act 1966 (Cth); or
- (iv) the buyer dies, ceases to be of full legal capacity or becomes incapable of managing its own Affairs for any reason.

Seller means Glass Market, NZBN9429046566072

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Seller's Premises means the address the seller notifies to the buyer.

- (i) Terms means Glass Market standard terms and conditions of sale set out in this document, unless the context otherwise requires.

2.0 General

The terms and sales conditions outlined in the following document regulate the supply of goods/services by Glass Market to the buyer and take precedence over any other terms that may be communicated by the buyer, their agent or associate of the buyer. Variations to the terms and conditions of this document can only be made in writing between the parties, with full agreement of all parties involved in the contract for purchase of goods/service.

The buyer warrants that the person/s whose signature/s appear on the buyers purchase order or other documentation in use by the buyer are duly authorised by the buyer to enter into an agreement on behalf of the buyer.

The conditions in this document prevail over the provisions contained in any other document, which may conflict with provisions herein.

All descriptive specifications, illustrations, drawings, data, dimensions and weights furnished by Glass Market or otherwise contained in our catalogues, price lists and other advertising matter are approximate only and are intended to be by way of a general description of the goods and do not form part of the contract for the sale of good/services.

These Terms & Conditions are to be read subject to the provisions of the Competition and Consumer act 2010 (Cth), (as amended from time to time), and any other relevant and applicable State and/or Commonwealth legislation, (Statutory Provisions).

3.0 Sellers Quotations

A quotation is not an offer by the Seller. The Seller may withdraw or alter the quotation without notice. Unless the Seller withdraws it, a quotation is valid for the period stated in the quotation, or if no period is stated, for [14 days] after the date of the quotation issue.

4.0 Payments

Unless the Seller otherwise agrees in writing and subject to any quotation given under clause 3, the price of the goods will be the price the Seller usually charges for the goods. Any price concession or discount the seller provides to the buyer is conditional on the buyer's full compliance with these Terms.

Prices quoted are those ruling at the date of issue of quotation and are subject to adjustment including a proportional adjustment for fixed costs and profit for any variation in:

- (i) the cost of labour, material or transport;
- (ii) exchange rates, customs duty, freight or insurance;
- (iii) suppliers' prices;
- (iv) the amount of work required to produce the goods due to a variation in specification approved by the parties in writing and ;
- (v) any other charges affecting the cost of production.

If the seller suspends work on any order due to the buyer's instructions or lack of instructions, the seller may increase the contract price to cover any extra expense or cost incurred, including a proportional adjustment for fixed costs and profit.

Any prices quoted apply only if all of the goods included in the quotation are bought. If the buyer orders part only, the seller may submit a revised quotation.

Payment for all orders must be made within 14 days of invoice date without set-off or deduction, unless otherwise agreed in writing. Interest is payable on overdue payments at the supplier's election at the rate prescribed under the Penalty Interest Rates Act 1983 (NSW) plus an additional 3% per annum until payment in full is received by the supplier. The supplier is irrevocably authorised to allocate the payment of any monies received from time to time from the buyer towards any outstanding amounts owed by the buyer, including interest, part payment of an invoice, administration, collection & other costs, in any order.

5.0 Title

Even if the supplier grants any credit facility and/or time to pay, property in goods shall not pass until payment in full to the supplier of all monies owed to the supplier on any basis and on any account whatsoever.

The supplier reserves the right to take possession & dispose of goods as it sees fit at any time until full payment & the buyer grants permission to the supplier to enter any property where any product is in order to do so with such force as necessary.

Immediately upon delivery the buyer accepts liability for the safe custody of products.

A document signed by an officer of the supplier identifying the supplier's products & certifying that monies are owing to the supplier shall be conclusive evidence of the supplier's title thereto.

Upon sale or disposition of goods prior to payment in full the buyer agrees to hold all proceeds "Upon Trust" for the supplier in a separate bank account, not to mix proceeds with any other monies and to account to the supplier for the same as fiduciary and bailee.

Until full payment the buyer agrees;

- (i) to keep all goods as fiduciary and bailee for the supplier & store them in a manner which shows the supplier as owner
- (ii) only to sell goods in its usual course of business
- (iii) sale on terms, at cost or less than cost shall not be "in the usual course"

This clause 5 is not intended to create a charge over any goods & shall be read down to the minimum extent necessary to avoid being a charge.

Without derogating from the supplier's rights as a creditor of the buyer or arising under these Terms & Conditions if any goods supplied by the supplier are used in any production process and/or manufacturing process or combines them with anything to create a finished or combined new thing which results in an entitlement of the buyer to receive money from any third party the buyer agrees to hold such part of any monies received by the buyer, or the corresponding book debt owed to the buyer in respect of those monies, as is equivalent to the value of any goods used in the process as invoiced to the buyer by the supplier "UPON TRUST" for the supplier until payment in full for those goods and all other monies owed to the supplier on any account;

- i) Goods will be deemed to be dealt with by the buyer on a "first in first out" basis...

6.0 Limitation of Liability

Subject to the Statutory Provisions:

The Supplier warrants that all goods supplied comply with any supplied specifications for those goods but otherwise excludes, to the maximum extent permissible by law, all other conditions and warranties in relation to the goods.

No dealing with the buyer will be or be deemed to be a sale by sample.

In respect of goods not acquired for personal, domestic or household use or consumption, the liability of the supplier for any condition or warranty implied by law is limited to any one of the following as determined by the Supplier;

- (i) the replacement of the goods or the supply of equivalent goods; or
- (ii) the refund of the price paid by the Customer for the goods;

The buyer must examine the goods for quantity discrepancy, damage or defects and must notify the supplier of any quantity discrepancy, defects in writing within 1 day of delivery. If the buyer does not notify the supplier within 1 day of delivery the buyer will be taken to have accepted the goods.

To the extent the law permits and notwithstanding any other clause of these Terms & Conditions or otherwise, the supplier excludes all liability whatsoever to the buyer arising out of or in connection with the sale of goods to the buyer including for any consequential or indirect losses of any kind howsoever arising and whether caused by breach of statute, breach of contract, negligence or any other tort. Consequential or indirect losses will be taken to include any loss of income, profit or business, in the nature of overhead costs and of goodwill or reputation.

7.0 Placement of Orders

If any dispute arises concerning any order, including any measurement, quality, quantity, identity or authority or any telephone, facsimile, e-mail or computer generated order, the internal records of the supplier will be conclusive evidence of what was ordered by the buyer.

Each order placed shall be & be deemed to be a representation made by the buyer at the time that it is solvent & able to pay all of its debts as & when they fall due.

Failure to pay in accordance with these Terms & Conditions shall be deemed to be conclusive evidence that the buyer had no reasonable grounds for making the representation referred in paragraph two above, and that the representations were misleading and deceptive.

When any order is placed, the buyer shall inform the supplier of any material facts which would or might reasonably affect the commercial decision by the supplier to accept the order &/or grant credit in relation thereto.

8.0 Inspection of Orders

Product sold subject to buyer inspection shall be inspected prior to any dispatch and conducted at premises notified by the supplier within 7 days of such notification.

9.0 Delivery

The Supplier accepts no responsibility for delivery but may elect to arrange delivery at its discretion and without any liability and at the buyer's costs and responsibility in all things.

The Supplier reserves the right to charge for any delivery.

The buyer shall be deemed to have accepted delivery and liability for the goods immediately the supplier notifies that they are ready for collection or when they are delivered to a carrier or to the buyers business premises or site whether attended or not.

A document purporting to be signed by an officer of the supplier confirming delivery shall be conclusive evidence of delivery as shall any signed delivery docket.

Any delivery date quoted by the supplier is an estimate only and the supplier will not be liable for delay, failure or inability to deliver any products.

Once the buyer has been notified that products are ready for collection, the buyer agrees to pay all costs of holding or handling products.

10.0 Exclusions

No dealing with the buyer shall be or be deemed to be a sale by sample or description.

If the supplier publishes material about its products and prices, any part which is incompatible with these Terms and Conditions is expressly excluded.

The buyer will rely on its own knowledge and expertise in choosing any goods for any purpose.

Any advice or assistance given for or on behalf of the supplier shall be accepted at the buyers risk and shall not be or be deemed given neither as expert or adviser nor to have been relied upon.

11.0 Default

Any failure by the buyer to make payment in full on the due date for payment or any other breach by the buyer of these Terms and Conditions or in any dealings with the supplier will entitle the supplier to call-up all monies, retain all monies paid and/or cease further deliveries of goods and recover from the buyer all lost profits and/or at its discretion take immediate possession of any goods without prejudice to any other rights and without being liable in any way to any party.

12.0 Severability

Any part of these Terms and Sales Conditions can be severed without affecting any other part.

13.0 Notice

The buyer will be deemed to have notice of any change to these Terms and Sales Conditions, immediately they are adopted by the supplier in its business.

A notice, consent or other communication under these terms of sale is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or fax. If it is sent by mail, it is taken to have been received 3 working days after it is posted. If it is sent by fax or email, it is taken to have been received when sent by the supplier and the fax or email programs confirms delivery.

A person's/company address/email address and fax number are those set out in the quotation. The seller may send a notice to the buyer's last known address.

14.0 Waiver

A right of the seller may only be waived in writing, signed by the seller.

No other conduct of the seller (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right.

A waiver of a right by the seller on one or more occasions does not operate as a waiver of that right if it arises again.

The exercise of a right by the seller does not prevent any further exercise of that right or of any other right.

15.0 The Sellers Rights

Any right that the seller may have under these terms of sale is in addition to, and does not replace or limit, any other right that the seller may have.

16.0 Variation

The seller is entitled to vary these terms at any time by giving the buyer 7 days' written notice. Such variation will not affect existing contracts, which may only be varied by agreement in writing by the parties to such existing contracts.

17.0 Force Majeure

The seller is not liable for failure to comply with these Terms and Sales Conditions, any Contract or an agreement for sale of goods if the failure (directly or indirectly) arises out of any circumstances which

are not within the seller's reasonable control. If such circumstances occur, the seller may delay or cancel delivery of the goods or reduce the quantity to be delivered.

The circumstances are taken to be beyond the seller's reasonable control includes, without limitation, strikes, lock-outs, accidents, war, fire, flood, explosion, shortage of power, breakdown of plant or machinery, shortage of raw materials from normal source of supply, act of God or any order or direction of any local, state or federal government, government authority or instrumentality.

The seller is not obliged to remedy such circumstances. The seller is especially not obliged to settle any strike, lock-out or any other kind of labour dispute.

18.0 Cancellation

18.1 Cancellation of order or return of Goods

The buyer may not cancel an order or return any goods unless the seller first agrees in writing.

The seller will not agree to cancellation of an order unless the buyer compensates the seller for all loss and damage arising from the cancellation.

The Seller may cancel any order in whole or in part by notice to the buyer and resell the goods if the buyer fails to comply with any of its obligations under these Terms and Sales Conditions or under an agreement for sale of goods.

The seller may cancel any order in whole or in part by notice to the buyer and resell the Goods if one or more Insolvency Events occur.

Upon cancellation or an order the buyer must indemnify the seller for any costs and expenses incurred prior to cancellation and must pay any reasonable cancellation charges fixed by the seller.

18.2 Cancellation of Contract

The Seller may cancel the Contract in either of the following events:

- (a) if the seller reasonably considers that it may be unable to satisfy the order within a reasonable time; or
- (b) if goods remain uncollected or the buyer fails to give satisfactory instructions for the dispatch of the goods after a period of 14 days from notification to the buyer that they are ready for collection; or
- (c) an application to wind up the buyer is made or if a controller or administrator is appointed in respect of the buyer or any of its assets.

18.3 No claim

The buyer has no claim against the seller for any damage, loss, cost or expense arising from cancellation under this clause.

19.0 Governing Law and Jurisdiction

These Terms and Sales Conditions are governed by the Laws of New Zealand. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of New Zealand.

20.0 Confidentiality

Apart from what may be required by law and any Terms and Sales Condition requirements, the supplier and the buyer will treat the Terms and Sales Condition requirements and working relationship between them as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of the agreement.

21.0 Goods Returned For Credit

The supplier will not accept goods for credit after fourteen days from date of invoice.

Non-standard items will not be returned for credit.

In all cases the original delivery docket or invoice number must be quoted and return freight must be prepaid by the buyer.

Used product will not be credited under any circumstances.

22.0 Buyer Selling Their Business, Ceasing To Trade, Vacating The Premises

The buyers Director(s), Partners, Sole Trader agree that if the buyer sells the business, cease to trade or trade or vacate the premises, the buyer will notify the seller in writing prior to the settlement, or immediately upon ceasing to trade or vacating the premises.

The buyer will also advise the seller of forwarding addresses and contact phone numbers, receipt of this information will be confirmed in writing by the seller.

The buyers Directors agree that if they jointly or severally do not notify the supplier in writing, and the buyers Directors do not have the supplier's acknowledgment in writing then the buyers Directors Will become personally liable for all outstanding monies owed to the seller by the buyer.

The buyer Directors understand that the seller requires this information so that it may take possession of its stock under Retention of Title.

23.0 Privacy Agreement

The buyer hereby agrees that the supplier may seek from or give to other credit providers details about the buyers credit worthiness (Section s18N(1)(b) Privacy Act 1988).