



## Terms & Conditions

- 1.1 **"Contract"** means the contract formed as a result of CST Group undertaking the Services on these terms for the Customer.
- 1.2 **"Customer"** means the party named as such in the attached Credit Application Form.
- 1.3 **"Contract Price"** means the price charged by CST Group for the Goods and Services to the Customer, or such other price as is agreed between the parties.
- 1.4 **"Delivery"** means the point where Goods have been delivered to the Customer's delivery address or, the services have been completed at the address provided by the Customer or, the date that is 7 days after CST Group has advised the Customer in writing that the Goods are ready to be delivered and the Customer has failed to accept the physical delivery of the Goods.
- 1.5 **"CST Group"** means CST Group NZ Limited (company number 1905176), a company having its registered office at Cambridge, New Zealand.
- 1.6 **"Goods"** means all goods, materials, parts or other stock supplied by CST Group to the Customer.
- 1.7 **"Order"** means an order placed by the Customer with CST Group for Services.
- 1.8 **"Services"** means any supply of services provided by CST Group to the Customer.

### 2. QUOTES & PRICING

- 2.1 All quotes given by CST Group for Goods and/or Services will be exclusive of GST (if any) unless otherwise stated and remain open for acceptance for 30 days from the date of issue.
- 2.2 CST Group reserves the right to:
  - (a) withdraw a quote prior to the quote being accepted by the Customer; or
  - (b) alter a quote prior to the quote being accepted by the Customer.

### 3. PAYMENT AND CREDIT LIMIT

- 3.1 Unless otherwise agreed in writing, payment shall be made in cleared funds by the 20<sup>th</sup> day of the month following the date of invoice by CST Group.
- 3.2 The Customer must make payment of each invoice in full without deduction, set off or claim.
- 3.3 CST Group reserves the right to charge interest for late payment, at the rate of 24% per annum on amounts outstanding from the due date to the date of actual payment.
- 3.4 CST Group will monitor the amount of credit the Customer has incurred and reserves the right at any time to cease supplying Goods and Services to the Customer until the amount outstanding has been decreased to a level acceptable to CST Group.
- 3.5 The Customer will be liable to CST Group for all costs (including costs on a lawyer to own client basis and collection agency commissions) incurred by CST Group in recovering (or attempting to recover) any amounts owed to CST Group by the Customer.

### 4. DELIVERY & RISK

- 4.1 Unless otherwise stated in writing, all times quoted for delivery of Goods and/or Services are estimates only and CST Group shall not be liable for any loss or damage direct or consequential arising from failure to deliver on the anticipated or estimated time for delivery.
- 4.2 The Customer shall not be relieved of any obligation to accept or pay for Goods or Services by reason of any delay in delivery or performance by CST Group.
- 4.3 CST Group shall not be responsible to the Customer for delay or failure in performance of any of the obligations imposed by the Contract, provided such delay or failure has been occasioned by fire, flood, hail, explosion, lightning, windstorm, earthquake, subsidence of soil, failure of machinery or equipment or supply of material, discontinuity in the supply of power, court order, riot, war, strikes, pandemic, labour disturbances or by any other cause of like or unlike nature in any such case beyond the reasonable control of CST Group.
- 4.4 Risk in the Goods passes to the Customer upon Delivery unless otherwise agreed between the parties.

### 5. INTELLECTUAL PROPERTY

All intellectual property (such as patentable inventions, non-patentable processes or know-how, data, design, copyright, trademarks and the like) held by CST Group at the commencement of the Contract or created by CST Group during the Contract belongs to CST Group, unless otherwise agreed in writing.

### 6. OWNERSHIP IN GOODS - CERTIFICATE OF COMPLIANCE

- 6.1 The Customer acknowledges and agrees that ownership in the Goods does not pass to the Customer until the Customer has paid CST Group for them.
- 6.2 Until title in the Goods has passed to the Customer, the Customer shall hold the Goods as fiduciary and bailee for CST Group. The Customer authorises CST Group to enter the Customer's property to remove Goods where payment of CST Group's invoice for the supply of those Goods has been outstanding for a period exceeding 60 days. The Customer acknowledges and agrees that CST Group will not be liable for any damage, direct or consequential caused by CST Group either entering the Customer's property or by CST Group removing Goods and/or machinery from the Customer's property.
- 6.3 Clause 6.2 entitles CST Group to register a specific security interest under the Personal Property Securities Act 1999 ("PPSA") over the Goods and the proceeds of their sale to protect its title in the Goods and its right to be paid. The Customer waives its rights to receive verification statements and the rights under Part 9 of the PPSA.
- 6.4 The Customer acknowledges that where CST Group is required by law to provide a certificate of compliance or some other documentation confirming compliance with rules or laws in relation to the Goods or Services, CST Group shall (if law allows) be entitled to withhold such certificate or documentation until such time as payment in full of all amounts outstanding to CST Group have been paid. CST Group will not be liable to the Customer for any loss suffered by the Customer as a result of CST Group relying on this clause.

### 7. LIABILITY

- 7.1 CST Group shall not be liable (whether in contract, tort, including negligence, or otherwise) to the Customer for any loss or damage (including but not limited to direct, indirect or consequential loss or damage) arising from the Contract. For the purposes of this clause "indirect or consequential loss or damage" includes loss or reduction of business or profits.
- 7.2 Without prejudice to clause 7.1, the total aggregate liability (whether in contract, tort, including negligence, or otherwise) of CST Group for any breach of or other matter arising in relation to the Contract shall not exceed the Contract Price.
- 7.3 If the Customer is acquiring the Goods and Services for the purposes of a business, the Consumer Guarantees Act 1993 does not apply to the Contract.
- 7.4 The conditions and warranties implied by the Sale of Goods Act 1908 or by common law or otherwise are expressly excluded.

### 8. INDEMNITY

The Customer shall indemnify CST Group and keep CST Group fully and effectively indemnified against all losses, claims, damages, costs (including costs on a lawyer to own client basis), charges, expenses, liabilities, demands, proceedings, and actions which CST Group may sustain or incur or which may be brought or established against it by any person and in any case which arise out of or in relation to the performance by CST Group of the Services, or by reason of any breach by the Customer of any of its obligations under the Contract or any other act or omission of the Customer whether or not by reason of any Act, regulation, common law rule, or in equity or otherwise and whether for damages or for other relief.



### **9. CANCELLATION OF ORDER**

An Order accepted by CST Group shall not be cancelled by the Customer except with the written consent of CST Group and on such terms as CST Group may require including, but not limited to, full reimbursement to CST Group of costs incurred by CST Group in cancelling the Order.

### **10. ADDITIONAL COST**

In the event of CST Group incurring additional cost by reason of the Customer failing to give CST Group enough instructions pertaining to the Contract or delivery of the Services the Contract Price may be increased at the option of CST Group.

### **11. INFORMATION**

11.1 CST Group may obtain or share information about the Customer (including information regarding credit worthiness) with third parties (including any credit or debt collection agencies or marketing companies) in the course of CST Group' business (including for credit assessment, director marketing and debt collection purposes). The Customer consents to the sharing of this information. The Customer must notify CST Group of any change in circumstances that may affect the accuracy of the information provided held by CST Group. If the Customer is an individual i.e. a natural person, the Customer has rights under the Privacy Act 1993 to access and request the correction any personal information which CST Group hold about the Customer.

11.2 The Customer gives consent for CST Group to send marketing material via facsimile, email or any other method of communication deemed appropriate.

### **12. GENERAL**

12.1 The benefit of the Contract shall not be assigned by the Customer without the consent of CST Group in writing.

12.2 The Contract shall be deemed to have been entered in New Zealand and shall be governed by the laws of New Zealand

12.3 Any dispute between the parties which has not been settled by full and frank discussion may (after giving thirty days' notice) be referred by either party to arbitration in accordance with the provisions of the Arbitration Act 1996 by an arbitrator appointed by the President for the time being of the New Zealand Law Society. Judgment on the award rendered may be entered in any Court having jurisdiction.

12.4 Any waiver by CST Group of any rights arising from the Contract shall not be construed as a continuing waiver or a waiver of other breaches of the same or other terms of the Contract by the Customer. No delay or forbearance by CST Group shall be construed as a waiver of CST Group' rights.

12.5 Nothing in the Contract shall create a partnership or agency between the parties except as expressly provided.

12.6 The Contract sets out the entire agreement between the parties relating to the subject matter. CST Group may make amendments to the Contract terms and conditions by posting an amended version to the Customer. Orders after disclosure of amendments will be completed on the amended terms.