

# GENERAL TERMS AND CONDITIONS OF SALE

## Plantation NZ Ltd – trading as PLANTATION BAMBOO

For the purposes of these terms and conditions (**Terms and Conditions**) references to “you” or “your” shall be references to the customer of Plantation NZ Limited trading as Plantation Bamboo (**Plantation**).

The following terms and conditions apply to the sale of all products and services (**Products**) supplied by Plantation. All parties dealing with Plantation shall be deemed to have knowledge of these Terms and Conditions, and placing an order with Plantation will be deemed as acceptance of these Terms and Conditions.

### **Sales Confirmation:**

You may request an order of Products from Plantation. Plantation will provide you with written confirmation of the order via an Invoice for payment. You are responsible for checking the quantity and price on the Invoice along with any product ordered and/or delivered to you by Plantation.

### **Deposit:**

To secure the order and reserve the products from Plantation a deposit of 30% of the purchase price (or as stated on the Invoice) must be paid by you to Plantation. If the order is cancelled the deposit is non-refundable unless the order is cancelled by you within a three day period of the deposit being paid or the order is cancelled by Plantation.

### **Payment Terms:**

The balance of the purchase price must be paid within two (2) days prior to the dispatch of the order from Plantation. Payment can be made by direct banking into the account number ANZ 01-0505-0811693-00. The Plantation invoice number should be quoted as the reference on any direct banking.

### **Quantity and Prices:**

All prices and quotations are exclusive of GST unless otherwise stated on Plantation Quotes and Invoices.

### **Cartage:**

The transportation cost of the Product will be the responsibility of the Customer. The price (as recorded on the Invoice) covers basic truck services but does not include the use of HIAB, cranes and forklifts on site, or hand unloading (where required). These services may be charged in addition to any price or quotation and may be invoiced by Plantation after delivery of the Product to you.

### **Measurements:**

All measurements provided by Plantation are an approximate estimate only. Any additional materials required to complete a job will be invoiced accordingly, along with relevant transportation costs.

### **Cancellation of Order:**

Plantation must be notified of the cancellation of any order at least 10 days prior to the agreed delivery date of the Product. If an order is cancelled by you within this time you shall be entitled to a refund of the purchase price paid (unless specified on the invoice). If cancellation is made within 10 days of the delivery date Plantation reserves the right to retain a proportion of the purchase price, (or if the purchase price is unpaid, invoice you for an appropriate amount) to cover all costs incurred by Plantation in relation to your cancelled order.

### **Postponement of Order:**

Plantation must be notified at least 5 days prior to the agreed delivery date if you intend to postpone an order. A new delivery date may be negotiated by yourself and Plantation. If a new delivery date is unable to be agreed between yourself and Plantation, Plantation may treat the order as cancelled and Plantation's cancellation policy (as set out above) will apply.

### **Return of Goods:**

Upon proof of purchase and a suitable reason for return (as reasonably determined by Plantation), Products may be returned to Plantation within 10 days of the date of delivery. If Plantation accepts the return of Products you shall be entitled to a refund of the purchase price, less any specific costs incurred by Plantation as a result of the return of goods. Goods must be in their original packaging and completely suitable for resale on their return; no individual or loose planks will be accepted. Returned Products must be delivered by you to the address specified by Plantation. Please note that if a purchase relates to a business use or purpose the Consumer Guarantees Act 1993 (**Act**) will not apply. For all other purposes the Act will apply and your remedy will be limited to replacement or repair of the damaged goods in accordance with the Act.

### **Defect and Loss or Damage in Transit:**

It is your responsibility to check Products at the time of their arrival for any damage which may have occurred during transport and delivery. If you accept delivery of the Products and the Products are later found to have been damaged during transport or delivery you shall have no recourse against Plantation. Complaints relating to short delivery or loss or damage in transit must be made to Plantation within 24 hours of delivery. For the avoidance of doubt this provision does not restrict your ability to complain to Plantation about faulty or defective goods.

Any complaints regarding faulty or defective Products or colour mismatch must be made to Plantation within 14 days of delivery, unless a relevant warrant provides expressly otherwise. Plantation shall, at its discretion, repair or replace the goods and pay for any additional freight in respect of which any complaint is made and accepted by Plantation (such acceptance not to be unreasonably withheld). Plantation's repair or replacement of the goods will fully discharge all legal liabilities in respect of the complaint.

### **Installation; Purchaser Responsibility:**

Prior to installation, you are responsible for determining whether the job-site environment and the sub floors involved (if applicable) meet or exceed the standards advised in Plantation's installation instructions and the applicable standards and recommendations of the construction and materials

industries. These are available on Plantation's website [www.plantationbamboo.co.nz](http://www.plantationbamboo.co.nz). Plantation is not responsible for job failure resulting from or associated with excessive sub-surface moisture levels, or any on-site environmental deficiencies.

Plantation takes no responsibility for the installation of the Product. All queries regarding installation are to be directed to the installation company.

#### **Installation Disclaimer:**

Plantation does not provide installation services. On request ([info@plantationbamboo.co.nz](mailto:info@plantationbamboo.co.nz)) Plantation can provide a list of suggested installers or re-sellers that provide installation services in your area. The Plantation installation instructions must be followed completely to obtain the benefit of the Plantation Warranties. You agree that Plantation shall not be liable for any errors or improprieties in the installation of Products by any installer.

#### **Warranty:**

Plantation gives limited warranties (**Warranties**) for its products as provided on its website [www.plantationbamboo.co.nz](http://www.plantationbamboo.co.nz). These Warranties supersede all prior, contrary or additional representations, whether oral or written. To the fullest extent permitted by law, Plantation disclaims all other warranties whether express, implied or statutory, including any warranties of merchantability, or any warrant of fitness for a particular purpose or any implied warrant arising from dealing with or usage in trade. In order for the Warranties to apply, all conditions, specifications and instructions stipulated on the Website or otherwise by Plantation must be adhered to by you and any installer contracted by you. Installation of any products on sites with excessive sub-surface moisture levels or other on-site deficiencies will not be covered by any Warranty.

#### **Retention of Ownership:**

If for any reason Products are delivered to you before the full purchase price has been paid for them, the Products shall remain the property of Plantation until the purchase price and any other sums owing by you in respect of the goods are fully paid. Plantation reserves the right to register a security interest over any Products until full payment is made, on the Personal Properties Securities Register (PPSR). Based on these Terms and Conditions the Customer waives the right to receive a copy of the verification statement.

#### **Late Payment:**

Payment of the purchase price or any invoiced amounts should be made by you without deduction or any set off. Should any payment be late Plantation may (without prejudice to any other rights or remedies that it may have whether under these Terms and Conditions or under general law or otherwise) do any one or more of the following:

- a) Suspend supply;
- b) Charge for freight which may have otherwise been offered as free;
- c) Cancel the Invoice and seek to recover payment of any out of pocket expenses incurred by Plantation;
- d) Charge an annual rate of interest equal to 5% above the base or indicator lending rate of our primary banker calculated on a daily basis from the date that payment was due until the date upon which the payment is made in full in cleared funds;

- e) Place the debt with a Debt Collection Agency and recover the costs of this action;
- f) Seek payment from the Guarantors guaranteeing your debt (if any); and
- g) Unless Plantation agrees otherwise all monies of any kind that may be owing by you to Plantation for any Products or work undertaken by Plantation shall immediately become due and payable to Plantation.

**Solvency:**

Should you have a receiver or receiver and manager or administrator or like person appointed in respect of any of your assets or, a resolution is passed appointing a liquidator or an application is made for the appointment of a liquidator or you enter into any composition with creditors or commit any act of bankruptcy or Plantation has reason to believe you are insolvent or that your credit is unsatisfactory, Plantation may suspend work or delivery of any Products, until such time as it has a satisfactory assurance that it will be paid for all work undertaken by it and/or work yet to be completed and/or any Products ordered by you.

**Dispute Resolution:**

These terms and conditions are to be governed by and interpreted in accordance with the laws of New Zealand. In the case of any dispute arising between Plantation and yourself, the parties shall make all reasonable efforts to resolve the dispute amicably and in good faith before initiating any other type of proceeding.

Any dispute that cannot be settled by good faith negotiations within 14 days must be referred by the parties to mediation. Mediation must be conducted in terms of the LEADR New Zealand Inc Standard Mediation Agreement. The mediation must be conducted by a mediator and at a fee agreed by you and us and, failing agreement by you and us as to the appointment of a mediator within seven days of reference to mediation, the mediator will be selected and his/her fee determined by the President of LEADR (or their nominee).

If the dispute is not able to be resolved by mediation, within thirty (30) days, or such extended period as the parties may agree, the dispute must be referred to arbitration by a single arbitrator (nominated by the President of the New Zealand Law Society).

The arbitration shall be conducted in accordance with the Arbitration Act 1996 and the parties expressly include the provisions of the Second Schedule of the Act and agree that the decision of the arbitrator shall be final and binding except that the parties reserve the right to appeal to the High Court on any question of law arising out of an award.

Nothing in this clause will prevent either party from taking immediate steps to seek urgent interlocutory relief before an appropriate court.

**Privacy:**

Plantation may ask you to provide personal information through website contact forms or when you contact us via email or telephone. If you do not provide that information to us, we may not be able to provide access to information about our products, services, resellers or installers. Plantation is bound by the Privacy Act 1993 ("the Act") and the Information Privacy Principles that are set out within that Act.

Plantation will not collect personal information unless you contact us directly or otherwise consent to the collection of that information. The collection of personal information will be directly via the individual concerned, or through publicly available sources, except to the extent that collection by other means is deemed acceptable by the Act.

Plantation may disclose the personal information you provide to Plantation to a related company or agent of Plantation, which is acting on behalf of Plantation in connection with the processing of your order or enquiry. However, Plantation will ensure that any related company or agent of Plantation to which it discloses your personal information agrees to be bound by the Act in respect of that personal information. Plantation will not sell or allow third parties access to your information without your approval.

Plantation may use your personal information for any of the following purposes:

- (a) Processing your order or enquiry or communicating with you about your order or enquiry, and providing information about Plantation products, services and solutions requested by you;
- (b) Providing information to you about us, our products and services, about our related entities and their products and services, any third party installers or resellers of our products and/or services and any other developments or matters that we consider may be of interest to you;
- (c) Future marketing, commercial and publicity purposes including carrying out direct marketing, market research and surveys; and
- (d) Any other authorised uses.

Plantation will not use or disclose personal information for any other purpose without your express or implied consent. Plantation complies with the Act and will ensure that all personal information is protected by a security system, as is reasonable under the circumstances, against loss, unauthorised access, use, modification, disclosure or misuse. Exceptions of the Act apply.

You are entitled to access and correct the personal information we hold about you at any time by emailing us at [info@plantationbamboo.co.nz](mailto:info@plantationbamboo.co.nz). When such a request is made Plantation will use reasonable endeavours to see that the corrections are made promptly, however all information which is obtained through publicly available sources will need to be corrected at the source of such information to ensure the continued accuracy of the information.

Where you have provided your email address to us and/or you have authorised us to contact you by email, we may email you to advise you of new products and/or services, new offers being advertised, details of promotions and/or other marketing material which we believe may be of interest to you.

You may request to be removed from any mailing list or other service we offer by emailing us at [info@plantationbamboo.co.nz](mailto:info@plantationbamboo.co.nz) or by using the "unsubscribe" function contained in an email you receive from us.