

TERMS & CONDITIONS OF SUPPLY

1/4

VERSION 2.2

DEFINITIONS OF TERMS

- **Commencement Claim** – a non-refundable invoice that must be paid prior to commencement of the Manufacturing Process.
- **Customer** – the signatory to this proposal
- **Manufacturing process** – sourcing of product and work undertaken by Techlam at Techlam's Levin plant associated with the manufacture of Techlam products
- **Order** - the accepted Proposal. All Proposal documents comprise the Order.
- **Payment schedule** – the timing of all invoices
- **Products** - glulam members and fittings supplied by Techlam which is to be used in conjunction with the building project to which the proposal relates.
- **Product Schedule** comprising Product Details, Carpentry Summary, Glulam Summary, Fittings Summary.
- **Proposal Acceptance Form** – signed by the customer as acceptance of the proposal.
- **Proposal** - Techlam's offer of goods and services.
- **Services** – additional activity undertaken by Techlam to assist in the manufacture of Techlam products such as shop drawings.

THE ORDER

Acceptance of the Proposal

1. A signed Proposal Acceptance Form creates the Order which is an individual contract between Techlam and the Customer.
2. Techlam agrees to supply all Products and Services to the Customer as specified in the Order.
3. An Order is taken as accepted and binding on both parties once the Proposal Acceptance Form has been signed by the Customer.

Variations to the Order

4. Cancellation or variations to the Order by the Customer will result in the following,

- a. an amendment to the Payment Schedule, Product Schedule or Order as appropriate to reflect the variations requested by the Customer;
 - b. if the Customer cancels the Order, an invoice for all of the costs and losses incurred by Techlam as a result of the Customer's cancellation will be issued if these costs are not covered by the Commencement Claim.
5. A cancellation or variation will only be effective where the Customer advises Techlam in writing of the cancellation or variation and the cancellation or variation to the Order is accepted by Techlam. Acceptance by Techlam will be recorded as issuing an amended Order as appropriate or invoicing the customer for the costs and losses of the cancellation.

PAYMENT

Invoice

6. Invoices will specify the price of any Products and Services supplied by Techlam to the Customer. This price will reflect the Order and any changes that may have arisen and that have been have accepted by Techlam who will have provided notice in accordance with clause 5.
7. All amounts expressed or described in the Order or in invoices are GST exclusive amounts unless expressly included or GST does not apply.

Terms

8. The Customer must make payment in full for all Products and Services before delivery of the Products and Services.
9. The Customer shall pay Techlam for the Products and Services in accordance with the Order and any variations as agreed under clause 5.
10. Upon creation of the Order a non-refundable, Commencement Claim may be sent. Where a Commencement Claim is made and provided to the Customer, it must be paid in full before Techlam begins the Manufacturing Process.

TERMS & CONDITIONS OF SUPPLY

2/4

VERSION 2.2

11. A further 30% claim will be made upon submission of Shop Drawings for review and approval. It is at this point all materials are ordered.
Payment is due on the 20th of the month following date of invoice.
12. Once the Manufacturing process has begun progress claims will be invoiced. Payment is due on the 20th of the following month. Progress claims will include provision for offsite claims of raw materials, materials in progress and items not yet sent to site. All invoices will be supported with proof of work and work schedule consistent with NZS 3910:2023 Conditions for contract for building and civil engineering.
13. Additional progress claims may arise for changes outside Techlam's control, such as
 - request for extension of project timeframe
 - request for changes to the agreed delivery schedule.
14. If the Customer disputes an invoice, or any part of an invoice, that complies with clause 6, the Customer must notify Techlam within 10 business days of the date of receipt of the invoice. The Customer must pay the portion of the invoice that is not in dispute. The Customer may withhold payment of the disputed portion until the dispute is resolved.

DELIVERY

Conditions

15. Where the Order is inclusive of delivery to a stated delivery point, the Customer is not entitled to refuse acceptance of delivery of the Products
16. Where the Customer requires a change to the stated delivery point, then it will be managed in accordance with clause 5. Where the new delivery point is to a third-party will be deemed to be delivery to the Customer for the purposes of this agreement.
17. Techlam will be responsible for the Products including appropriate insurance for the Products, until the Products are delivered to the stated delivery point or the Customer picks up the Products from Techlam's plant in Levin.
18. Techlam will endeavour to deliver the Products in accordance with the Order. Changes to this timing will be notified to the Customer. The customer is not entitled to treat a failure to meet the delivery times of the order as a breach of this contract. Techlam shall not be liable for any loss, damage or expense due to failure by Techlam to deliver the Products in accordance with the Order. Techlam does not accept and is not liable for any form of liquidated damages from the Customer.

Product acceptance

19. The Customer shall inspect the Products on delivery and shall notify Techlam within one (1) working day of any defect, shortage in quantity, damage or failure to comply with the Order. The Customer shall be deemed to fully accept the Products where it fails to undertake any such inspection or fails to notify Techlam within one (1) working day.
20. The Customer has fourteen (14) days, from date of delivery to return any defective or damaged products under clause 17.
21. Techlam will not cover freight or other costs, give any credit, or replace the Products unless Techlam accepts under clause 17 there is a defect, shortage in quantity, damage or failure to comply with the Order. Any costs, credit or replacement Products will be entirely at Techlam's discretion.
22. Techlam limits its liability for any error or omission in the delivery of the Products caused by Techlam to resupply of the products affected by the defect or damage. Resupply will be at Techlam's sole discretion.

TERMS & CONDITIONS OF SUPPLY

3/4

VERSION 2.2

TECHLAM ADVICE & SERVICES (EXCLUDING MANUFACTURING PROCESS)

23. The Customer acknowledges that it has not relied on any advice given or made by or on behalf of Techlam in connection with the Products and Services.
24. Where Techlam has designed, drawn, written plans or any other document, or created any Products for the Customer, then the copyright in all such designs, drawings, documents, plans, schedules and Products shall remain vested in Techlam, and shall only be reproduced by the Customer with Techlam's approval. The Customer agrees that Techlam may (at no cost) use for the purposes of marketing or entry into any competition, any documents, designs, drawings, plans or Products which Techlam has created for the Customer.
25. The Customer warrants that all designs, specifications or instructions provided to Techlam will not infringe any patent, registered design, trademark or other intellectual property right in the execution of the Customer's order.

Liability & indemnification

26. Techlam excludes all implied conditions and warranties from this agreement.
27. The parties agree that the Products and Services are bought by the Customer in trade and the provisions of the Consumer Guarantees Act 1993 shall not apply to any supply of Products and Services provided to the Customer by Techlam. The conditions, warranties and guarantees set out in Part 3 of the Contract and Commercial Law Act 2017 do not apply to this Agreement.
28. Techlam excludes all other liability to the Customer for any costs, expenses, losses and damages suffered or incurred by the Customer in connection with this agreement whether that liability lies in contract, tort (including Techlam's negligence) or under statute. Without limitation, Techlam will in no circumstances be liable for any indirect or consequential losses, including

loss of profits, loss of revenue and loss of business opportunity.

29. The Customer indemnifies Techlam and its officers, employees, contractors and agents against any costs, expenses, losses, damages and liability suffered or incurred arising from the Customer's breach of this agreement and any negligent or unlawful act or omission of the Customer in connection with the Products and Services, including any claims made by third parties related to the Products and Services or intellectual property.

COLLECTION OF CUSTOMER INFORMATION

30. The Customer and its directors/partners/proprietors unconditionally authorises and gives consent to Techlam to obtain a credit report from a credit reporting agency or any other person from time to time, including for Techlam to disclose information about the Customer's credit status with any credit reporting agencies.
31. The Customer authorises Techlam to (including under the Privacy Act where the Customer is a natural person):
 - a. collect, retain and use any information about the Customer, for the purpose of assessing the Customer's creditworthiness or marketing products and services to the Customer; and
 - b. disclose information about the Customer, whether collected by Techlam from the Customer directly or obtained by Techlam from any other source, to any other credit provider or any credit reporting agency for the purposes of providing or obtaining a credit reference, debt collection or notifying a default by the Customer.

TERMS & CONDITIONS OF SUPPLY

4/4

VERSION 2.2

MISCELLANEOUS

32. The agreement is governed by and will be construed in accordance with the laws of New Zealand and the parties agree to submit to the exclusive jurisdiction of the Courts of New Zealand.
33. These terms and conditions and all other documents that form the Order represent the entire agreement between the parties and supersede all prior negotiations, representations, and warranties, unless expressly incorporated in this agreement. This agreement may not be amended except in writing and signed by each of the parties.
34. Neither party will be liable to the other for any failure to perform its obligations under this agreement during the time and to the extent that such performance is prevented, wholly or substantially by reason of any event or circumstance beyond the reasonable control of either party which makes it impossible or illegal to perform, or prevents compliance with, or the performance of, a party's obligations under this agreement.
35. If any term of this agreement shall be invalid, void, illegal or unenforceable, the remaining provisions shall not be affected, prejudiced or impaired.
36. The Customer may not assign or subcontract any contract for the purchase of Products or its obligations under this agreement. Techlam may assign or licence or subcontract all or any parts of its rights and obligations without the Customer's agreement or consent.
37. Techlam may amend these terms and conditions from time to time and will provide updated terms and conditions on its website or on request by the Customer.