

# **Hunterna Ltd**

## **Terms and Conditions**

### **1. Definitions**

- 1.1 “Customer” means any person or entity placing an order with Hunterna Ltd.
- 1.2 “Services” include the supply and installation of flooring and related products.
- 1.3 “Goods” refers to all materials, products, and components supplied by us.

### **2. Orders and Acceptance**

- 2.1 All orders are subject to confirmation and availability of materials.
- 2.2 Placing an order by paying requested deposit or accepting our quotes confirms your acceptance of these terms.
- 2.3 These terms of trade are to be read in conjunction with any quotes and invoices issued by us.

### **3. Price and Payment**

- 3.1 Prices quoted exclude applicable taxes unless stated otherwise.
- 3.2 Payment is due on the invoice date.
- 3.3 Changes in scope or additional work will be charged at our prevailing rates.
- 3.4 **Exclusion of Certain Consumer Legislation:** If you are in trade and/or are a business, you agree that the parties contract out of the Fair Trading Act 1986 and Consumer Guarantees Act 1993 to the extent permissible by law.

### **4. Debt Collection, Default Interest, Security, and Repossession**

#### **4.1 Default Interest:**

- 4.1.1 If payment is not received by the due date, a default interest of 2% per month will accrue daily until full payment is received.

#### **4.2 Recovery of Costs:**

4.2.1 In the event of non-payment, you agree to reimburse us for all reasonable recovery costs, including legal fees (on a solicitor/client basis) and collection agency fees.

#### **4.3 Personal Guarantee:**

4.3.1 For corporate customers, any director, trustee, or equivalent officer must personally guarantee full and prompt payment. This guarantee is joint and several with the Customer.

#### **4.4 Retention of Title and PPSR Registration:**

4.4.1 Title to all Goods remains with Hunterna Ltd until full payment is received.

4.4.2 We retain a security interest in all Goods (and any after-acquired property) and may register this interest on the Personal Property Securities Register (PPSR).

4.4.3 You agree to execute any necessary documentation to perfect this security interest.

#### **4.5 Repossession:**

4.5.1 If you default and do not remedy the breach within seven (7) days of written notice, we may repossess Goods by:

4.5.1.1 Entering your premises (with reasonable notice and using reasonable force if necessary) to inspect and remove the Goods;

4.5.1.2 Repossessing and, if necessary, reselling the Goods to recover the outstanding debt; and

4.5.1.3 Applying any sale proceeds toward your outstanding balance, with any shortfall immediately due.

## **5. Supply, Installation, and Delivery**

### **5.1 Supply and Installation:**

5.1.1 We will deliver and install the Goods in accordance with the agreed schedule.

5.1.2 The Customer must provide reasonable access and ensure all site requirements (permits, safety, etc.) are met.

### **5.2 Delivery, Risk, and Loss in Transit:**

5.2.1 Delivery is deemed complete when the Goods are handed over to you or a designated carrier.

5.2.2 Risk of loss or damage passes to you upon delivery or once the Goods are released to a carrier.

5.2.3 The Customer is responsible for inspecting the quality of Goods on delivery and notifying us immediately of any visible damage within 24 hours of delivery.

## **6. Ownership**

6.1 Ownership of the Goods remains with Hunterna Ltd until full payment is received.

6.2 Until full payment, you shall hold the Goods (or any proceeds thereof) on trust for Hunterna Ltd.

## **7. Warranties and Liability**

7.1 We warrant that our Services will be performed with reasonable care and skill.

7.2 We provide a one-year workmanship warranty from date of completion of work subject to normal and reasonable use.

7.3 Our total liability is limited to the value of the Services provided, and we exclude liability for indirect or consequential losses.

## **8. Cancellation and Variations**

8.1 Any cancellation or changes to an order must be agreed in writing.

8.2 Cancellation fees including handling fee will apply if work has commenced.

8.3 Once a deposit has been received and materials have been ordered from suppliers, the cost of those materials is non-refundable, even in the event of cancellation.

## **9. Privacy**

9.1 We collect and use personal information solely to fulfill your order and manage our contractual relationship in accordance with New Zealand privacy laws.

9.2 Your information will be protected and may only be disclosed to third parties as required by law or necessary to deliver our Services.

9.3 By placing an order, you consent to our privacy practices.

## **10. Force Majeure**

10.1 Hunterna Ltd shall not be liable for any delay or failure to perform its obligations due to circumstances beyond our reasonable control, including, but not limited to, acts of God, war, industrial disputes, or governmental actions.

## **11. Governing Law**

11.1 These terms are governed by New Zealand law.

11.2 Any disputes will be subject to the exclusive jurisdiction of New Zealand courts, with venue being the court nearest to our principal place of business.