

BPWL LIMITED trading as BAILEY PANELWORKS
TERMS AND CONDITIONS OF TRADE

1. **Price:** Unless otherwise specified in a written estimate, the price for parts, goods or services supplied is the price set out in the estimate that we provide to you. You accept the price when you accept our estimate and request us to provide services. The prices set out in a written estimate shall remain valid for a period of 30 days from the date of the estimate. Unless otherwise stated, our prices are quoted as exclusive of GST and you must pay GST in addition to the price. We reserve the right to correct any errors or omissions in any estimate or invoice that we give to you. In certain cases, we reserve the right to apply an estimate fee for estimates provided.
2. **Payment:** The price is payable on collection of your vehicle once the services have been performed. We may in our discretion require you to pay a deposit or to pay the price wholly or partly in advance. If you place an order or request services and then cancel that order or change your mind, we may retain any deposit paid by you. If your vehicle / item is left on our premises, we reserve the right to charge storage at current rates. We may elect not to provide services to you if payment is not received in accordance with our payment terms or if you fail to comply with your obligations under these terms and conditions of trade.
3. **Title/recovery of goods:** Title to all goods or parts supplied to you as part of the supply of services by us will remain with us and we have a security interest over the proceeds of any vehicle sold if the vehicle contains goods or parts that you have not yet paid for.
4. **Our Rights:** If you fail to pay us on the due date for payment, or if you are in breach of these terms, you authorise us to enter any premises to recover goods or parts supplied by us or in respect of which we have title or a security interest. If the premises are the premises of a third party, we will enter and recover the goods or parts as your agent. You will be responsible for any damage we cause in recovering the goods or parts and you indemnify us for any losses or costs we incur. We will be entitled to sell any goods and apply the proceeds towards funds owed by you.
5. **Security interest:** You agree that, under clause 4 above, we have a security interest for the purposes of the Personal Property Securities Act 1999 ("PPSA"). You agree that we may take all steps required to perfect our security interest under the PPSA and you agree to promptly execute any documents and to promptly provide us with all necessary information in order to enable us to do this. To the maximum extent permitted under the PPSA, you agree to waive your rights as debtor. In particular, you agree to waive your right to receive a verification statement when we register a financing statement or a financing change statement.
6. **Timing:** We will do our best to meet any estimated time frames we give you for supplying of services. However, these time frames are not guaranteed, and we will not be liable for any claims in respect of delays.
7. **Default interest/costs:** We may charge you interest at 2.5% per month (or part month) on any amounts due and unpaid. Payment of default interest is without prejudice to our other rights and remedies. If we take action to recover any moneys due from you, or to otherwise protect our interests, you agree to pay our costs (including solicitor/client costs).
8. **Extent of liability:** To the maximum extent permitted by law warranties implied by customary practice, statute or at law are excluded. Our liability for any defective services, parts or goods or for any cost, loss, damage, expense, proceeding or claim arising directly or indirectly in relation to any services, parts or goods supplied by us, whether arising from contract, tort (including negligence) or otherwise, shall be limited to (at our option): (a) replacing the affected parts or goods or re-performing the affected services; or (b) providing you with a refund of the purchase price paid for the affected parts, goods or services or a credit for the invoice value of the affected parts, goods or services (as the case may be). We are not responsible for any defect, loss or damage that result partly or wholly from: (a) the act or omission (including negligence) of you or any third party; or (b) any cause beyond our reasonable control. These exclusions apply, without limitation, where goods or parts that we have used in the supply of services have been provided by third parties. We are not responsible in any circumstances for any indirect, consequential or special loss, loss of profits or economic loss.
9. **Warranties:** Subject to clause 8 and clause 10, the following warranty terms apply: (a) where we are not the manufacturer of the goods or parts, you will be entitled to make a claim against the manufacturer in accordance with the terms of the manufacturer's warranty or (b) where we supply services, we provide a 1 Year warranty on rust and corrosion repairs and a 2 Year warranty on our collision repairs, with the exception of deterioration due to age, wear and tear and storage conditions and other matters outside of our control. Unless otherwise agreed, faulty or defective parts or goods must be returned to us and we will arrange for a claim to be lodged with the manufacturer.
10. **Consumer Guarantees Act:** Where you are also in trade, and the parts, goods and/or services are supplied and acquired in trade, we both agree to contract out of the provisions of the Consumer Guarantees Act 1993.
11. **Change terms:** We may change these terms, terminate our obligations under these terms, or assign our rights under these terms to any third party by giving you 14 days prior written notice.
12. **Miscellaneous:** "We", "us" and "our" means BPWL Limited. By engaging us to provide good or services, you agree to these terms. These terms prevail over the terms of any purchase order or terms or contracts that are submitted by you. No variation to these terms shall be effective unless it is in writing and signed by us. No delay or failure by us to act or insist on any right shall be regarded as a waiver and every right remains enforceable and may be exercised by us at any time.