



## Terms and Conditions of Trade

These terms and conditions set out the terms applicable to any services performed for a customer by Specialist Lifting and Transport Group Limited.

### 1 Definitions

- (a) *Customer* means the party requesting the provision of the Plant and Services and any party acting on its behalf.
- (b) *Plant* means all plant, equipment and machinery provided or made available to or for the purposes of the Customer, including all trucks, trailers, forklifts, cranes, lifting, jacking and skating equipment and elevating work platforms.
- (c) *Services* means all services provided by SLTG pursuant to these Terms, including the hire and transport of plant, machinery, precast concrete elements, structural steel, over dimension and/or overweight items, and the uplifting, movement and re-installation of all types of machinery and other equipment for the benefit of the Customer, and includes the making available by SLTG of drivers and other specialist personnel in connection therewith.
- (d) *SLTG* means Specialist Lifting and Transport Group Limited and includes any of its directors, employees or agents, as well as its divisions Machinery Movers, Machinery Specialists, Tranzcarr Heavy Haulage and Multi-Trans Heavy Haulage.
- (e) *Terms* means these Terms and Conditions of Trade, as they may be amended in writing by an authorised officer or employee of SLTG, and includes any accepted quotation, estimate or order and SLTG's terms of credit where credit is extended to the Customer.

### 2 Application of these Terms

- 2.1 These Terms apply to the provision of any Services to the Customer.
- 2.2 SLTG reserves the right at any time to vary or add to these Terms by giving the Customer an updated or replacement set of terms and conditions, which notification will take effect from the date of next placement of any order by the Customer.

### 3 Binding contract

- 3.1 SLTG agrees to provide the Customer with Services in accordance with these Terms, subject to the Customer's acceptance of any quotation or estimate provided by SLTG.
- 3.2 Any written acceptance by a Customer of a quotation or estimate for Services provided by SLTG constitutes a binding contract between STLG and the Customer. Acceptance can also be signified through the Customer allowing the Services to be commenced, where a quotation or estimate has been provided by SLTG and agreed in writing.

3.3 Despite clause 3.2, SLTG has absolute discretion to refuse or accept to provide any Services unless specifically itemised in SLTG's quotation.

#### 4 **Quotation**

4.1 Where a written quotation is given by SLTG for provision of Services, it will remain valid for 30 days or such shorter period as may be specified in it.

4.2 Any quoted prices may be subject to certain terms and conditions specified in the quotation or estimate by SLTG, which are to be read in addition to these Terms.

4.3 SLTG may complete an estimate for Services where it is not possible to quantify the full scope of Services. In this situation daily or hourly rates will be supplied and agreed to in writing before the Services commence.

#### 5 **Credit Approval**

5.1 SLTG reserves the right to conduct a credit check of the Customer and these Terms are subject to SLTG remaining satisfied as to credit risk.

5.2 If, in the opinion of SLTG, the credit of the Customer becomes impaired, SLTG reserves the right to suspend performance of or terminate an order and these Terms until such a time as SLTG has received full payment or satisfactory security and is satisfied as to the Customer's credit.

5.3 SLTG reserves the right to cancel any order, re-evaluate all payment terms, require full or partial payment, or require assurance of the Customer's ability to perform its obligations under this agreement. Any exercise of rights by SLTG under clauses 5.2 and 5.3 is without prejudice to any pre-existing obligations of the Customer.

#### 6 **Price**

6.1 Where no price is stated in writing by SLTG, the Services provided will be at SLTG's then current rate schedule.

6.2 Where the provision of any Services requires additional or special training in order to comply with the Health and Safety at Work Act 2015 or any other site-specific health and safety requirements, the cost of compliance will be in addition to the quoted price at a rate of cost plus 10%.

6.3 Rates submitted may be subject to change in the event of force majeure, including natural disasters, road or bridge closures, road diversions or other causes beyond SLTG's control. In these circumstances, SLTG will contact the Customer as soon as possible and notify it of any changes.

6.4 Where SLTG becomes subject to an increase in government levies, taxes or charges relevant to the provision of Services (other than taxes on its own income, road user tax charges or fuel price increases) SLTG reserves the right to pass these on to the Customer by way of a price increase.

#### 7 **Payment**

7.1 SLTG may require the payment of a deposit on account of payment, before commencing delivery of the Services, the amount of which will generally be specified the quotation.

- 7.2 SLTG will issue a GST-compliant invoice to the Customer on or after completion of the Services by SLTG and payment is due within 7 days unless, if credit has been arranged, the terms of credit provide otherwise. In such event, payment will be due in accordance with the terms of credit.
- 7.3 SLTG may in its discretion accept the provision of Services on the basis that the consignee (if other than the Customer) will pay its charges but the Customer remains liable for payment in default of payments by the consignee.
- 7.4 Interest on overdue amounts will be charged at SLTG's prevailing bank overdraft interest rate plus 5%.
- 7.5 Any costs or expenses incurred by SLTG in recovering any outstanding monies including debt collection agency fees and legal fees shall be paid by the Customer.
- 7.6 No payment obligation shall be considered discharged until SLTG has received the full benefit of it.
- 7.7 Payment is due in full, when due, notwithstanding any dispute about any aspect of the Services or any invoice. Resolution of the dispute in accordance with these Terms will provide for any repayment that may be due.
- 7.8 To secure payment in accordance with these Terms, the Customer hereby grants to SLTG a lien over and agrees to SLTG registering on the personal property securities register (PPSR) a security interest in the Customer's plant, equipment or materials that are the subject of the Services provided.

## **8 Period of Hire**

- 8.1 The period of hire will start when SLTG mobilises to collect the relevant plant equipment or materials and will end upon delivery to the specified site(s), unless agreed otherwise.

## **9 Site conditions, access and damage to services or property**

- 9.1 The Customer will ensure that the ground at all relevant sites is adequate to support all Plant needed to undertake the Services provided by SLTG.
- 9.2 The Customer is solely responsible for any loss or damage caused while any item of Plant is entering, leaving or working on those sites.

## **10 Liability**

- 10.1 This Contract is at "limited carrier's risk" in terms of the Contract and Commercial Law Act 2017, unless otherwise specified in SLTG's quotation. The Customer is responsible for arranging all necessary insurance to cover the full cost/value (as determined by the Customer) of the Customer's plant, equipment or materials that SLTG is required to transport as part of the Services.
- 10.2 SLTG is not liable for any loss or damage to the Customer's plant, equipment or materials the subject of the Services or for any other loss suffered by the Customer in connection with or as a result of performance by SLTG of the Services, unless pursuant to a settlement as a result of its gross negligence or wilful default. In no event shall SLTG be liable for any indirect or consequential loss, including loss of revenue, profits or opportunity or any damages for which the Customer may become liable.

- 10.3 The Customer indemnifies SLTG from and against any third party claims arising as a result of or in connection with performance of the Services.
- 10.4 Notice of any claim against SLTG must be given within 7 days of completion of the Services (which by default will be upon delivery of the relevant plant, equipment or materials to the agreed site) in order for a claim to be valid. SLTG will have no liability for any loss unless such claim is so delivered.
- 10.5 SLTG is not liable for any delay or failure to perform its obligations under these Terms if the cause of the delay or failure is the result of a force majeure event beyond its control.

## 11 **Personal guarantee of signatories**

- 11.1 If the Customer is a company or trust, then the signatories for it, by signing and in consideration for SLTG agreeing to provide the Services to the Customer, personally and jointly and severally guarantee the Customer's payment in full in accordance with these Terms. Each guarantor is liable as a principle debtor and not solely as a surety.

## 12 **General**

- 12.1 Failure by SLTG to enforce any part of these Terms on any occasion is not a waiver by SLTG of its rights under these Terms.
- 12.2 The Customer is not entitled to assign or transfer any of its rights or obligations under these Terms without SLTG's prior written consent.
- 12.3 These Terms are governed by New Zealand law and the parties submit to the jurisdiction of the New Zealand courts.