

A TO Z TRADING LTD TRADING TERMS

- 1) These terms (**Terms**) outline the terms and conditions on which A TO Z TRADING Ltd (**ATOZ**) will supply any of the products listed on our website (**Site**) to Customers.
- 2) **Purpose and Application**
 - a) These Terms apply to, and are expressly incorporated into, any order for the supply of any products by ATOZ to the Customer (**Order**).
 - b) These Terms are governed by and construed in accordance with the laws of New Zealand..
 - c) Nothing in these terms is intended to exclude, restrict or modify rights which the Customer may have under the New Zealand Consumer Guarantees Law or any other law. If any provision of these Terms is invalid under any law, that provision is enforceable to the extent that it is not invalid, and if it is not possible to give that provision any effect, then it is to be severed from these Terms and the remaining Terms will continue to have full force and effect.
- 3) **Orders**
 - a) The Customer may place an Order on the Site by designating the ATOZ products required, and any requirements for fabrication or customisation in the order form available on the Site (**Products**).
 - b) The Customer may also place an Order for Products by email, telephone or in person at ATOZ.
 - c) Upon placing an Order, the Customer will receive an invoice from ATOZ for the full price of the Products ordered, and any fabrication or customisation charges (**Purchase Price**). The Purchase Price is exclusive of all other charges, unless expressly included in the Purchase Price. Delivery fees are charged in addition to the Purchase Price, as set out in these Terms below.
 - d) The Customer must pay at least 50% of the Purchase Price to ATOZ as a deposit (**Deposit**) prior to the Order being processed. ATOZ accepts direct bank transfer, credit card (Visa and Mastercard), Pay Pal, and cash payments.
 - e) Customer must pay the Deposit to ATOZ using the payment details provided on the invoice before the Order will be processed by ATOZ.
 - f) ATOZ reserves the right to alter prices without notice to the Customer, and such prices will apply to future Orders, but not to any order made before the alteration.
 - g) An order is accepted when payment of the deposit is processed by ATOZ.
 - h) Full payment of the Purchase Price is required within 7 days if ATOZ Fences perform the construction, otherwise full payment is required prior to delivery.
 - i) If the Customer does not make payment by the due date, ATOZ may:
 - i) charge the Customer interest calculated on a daily basis; and/or
 - ii) cancel or suspend any unfilled Orders.
- 4) **Contractor terms**
 - a) The contractor is the installer of the fence, this may be either ATOZ Fences or third party arranged by ATOZ Fences or the client.
 - b) Installation quotes are based on a clean and clear site, and does not cover hidden material such as large rocks, tree roots, utility location etc. The contractor will discuss any variations if these are found before commencement of additional works.
 - c) Boundary locations must be the responsibility of the owner and any marker pegs / neighbour agreements should be advised in pre site checks and sign offs as the owner will accept all liability if the fence is not within the legal boundaries.
- 5) **Lead Times**
 - a) The average lead time for confirmed in stock products is 5-10 business days after full payment of the Purchase Price is received, plus delivery time which will be advised at time of order..
 - b) The average lead time for customised or fabricated products is 10-20 business days after full payment of the Purchase Price is received, plus delivery time as set out below.
- 6) **Cancellation of Orders**
 - a) If ATOZ has reason to believe that it will be unable to supply an Order to the Customer within a reasonable time, or at all, due to circumstances beyond its reasonable control, ATOZ may, without penalty, cancel the Order and refund the Customer all money already paid in respect of that Order.

- b) Once an Order has been accepted by ATOZ, it cannot be cancelled by the Customer unless agreed to by ATOZ.

7) **Delivery and Collection**

a) *Collection from ATOZ premises*

- i) ATOZ will notify the Customer when Products are ready for collection and request payment of the balance of the Purchase Price.
- ii) On receipt of cleared funds in the amount of the Purchase Price, the Products will be made available for collection from ATOZ by the Customer or its nominated freight provider on a date and at a time which must be previously arranged with ATOZ.
- iii) Customers may pay with exact cash on collection, or by Visa or Mastercard. Bank transfer cannot be accepted on collection.
- iv) All costs associated with collection from ATOZ are the Customer's responsibility.

b) *Delivery*

- i) ATOZ will deliver Products to a residential or business address within New Zealand (**Delivery Site**). We cannot deliver to PO boxes.
- ii) ATOZ may use third party freight provider services for delivery of Products, and the Customer consents to their details being disclosed to the third party freight provider for the purpose of delivering Products.
- iii) On receipt of an Order, ATOZ will provide a quote for standard delivery to the Delivery Site on Monday to Friday between 9am and 5pm. ATOZ assumes that the Delivery site is accessible by semi-trailer truck via an all-weather road (**Standard Delivery Conditions**).
- iv) ATOZ uses its best efforts to meet the average delivery times, but is not liable for late delivery or non-delivery. ATOZ instructs third party freight provider services to call the Customer before deliveries that require unloading assistance. If the Customer wishes to arrange a specific delivery time with the freight provider, ATOZ will provide a phone number for the Customer to contact the freight provider company.
- v) If the Customer requires express or other special delivery due to timing, out of business hours delivery requirements, or Delivery Site access requirements, the Customer must notify ATOZ at the time of placing an Order, and an appropriate quote will be provided (**Special Delivery**).
- vi) If the Customer does not notify ATOZ that it requires Special Delivery, ATOZ is not responsible for the inability to deliver Products to the Delivery Site.
- vii) Additional delivery charges will be payable by the Customer for any Special Delivery requirements, such as special vehicle hire or express delivery.
- viii) The Customer is responsible for unloading Products at the Delivery Site. ATOZ recommends a least two people are available to unload Products.
- ix) ATOZ and the delivery driver will not:
 - (1) provide any unloading devices;
 - (2) assist with manual unloading of Products;
 - (3) accept any charges for hire of unloading devices by the Customer.

8) **Title, Risk and Damage**

- a) Risk in the Products passes to the Customer on collection, or when the Products enter the Customer's custody, including its freight provider or delivery agent.
- b) Title to the Products passes to the Customer on payment of the full Purchase Price.
- c) ATOZ is not liable for any damage that occurs to Products during delivery. ATOZ is able to arrange insurance at the Customer's request.

9) **Limitation of Liability**

- a) Unless such liability cannot be excluded by NZ law, ATOZ will not be liable in any circumstances for any loss or damage:
 - i) to any property or person arising from the supply or delay in supply of Products; or
 - ii) to any person arising from the failure to supply Products as a result of:
 - (1) the Customer providing an incorrect delivery address; or

(2) the Products being left at a delivery address that is unattended at the time of delivery.

10) Returns and Replacements

- a) In addition to the Customer's rights under the New Zealand Consumer Guarantees Law, ATOZ will refund or replace Products in certain circumstances. Our Return and Replace Policy and our Limited Lifetime Warranty can be found here (link tba) and are expressly incorporated into these Terms.

11) Privacy

ATOZ Privacy Policy can be found here (Privacy policy)

12) Waiver

- a) A single or partial exercise or waiver of a right relating to these Terms will not prevent any other exercise of that right or another right.