

SERVICE CONDITIONS

Truck Moves New Zealand (4218738)

A company of Sheehans Automotive Management Ltd (1851618)

Service Conditions

In these standard service conditions 'we', 'us' and similar expressions, refer to Truck Moves New Zealand Limited (4218738) and/or parent company Sheehans Automotive Management Limited (1851618); and 'you', 'your' and similar expressions, refer to you, our customer being the entity stated in the Quotation and the Order or your nominee(s)

'Act' refers to the New Zealand Fair Trading Act 1986 and its amendments.

'Consumables' means those items stated in the Quotation additional to the price and include fuels and oils and/or additives, tyres, mechanical repairs, and body repairs (in the event of an accident) incurred while performing the Services.

'Order' means the order placed by you with us for Services.

'Price' means the amount stated in the Quotation which includes taxes, fees, duties or charges, but excludes Consumables and Inter-Island fuel surcharges.

'Quotation' means the document provided by us to you which provides an estimate of the cost of the Services.

'Services' is defined in clause 3.1 and Special Projects where applicable.

'Special Projects' means any special project we agree to undertake as defined in clause 3 outside of our usual day-to-day activities. Please see our website at <http://www.truckmoves.co.nz> for example of special projects.

These conditions apply to all supplies of goods and services supplied by us to you, unless otherwise clearly agreed in writing signed by us and you.

1. Quotations and orders

- 1.1. A quotation is an invitation to you to place an Order with us for Services. We issue Quotations based on information supplied to us by you. If the information you supply is incorrect, you might order goods and services which are not suitable for your purpose.
- 1.2. If you place an Order based on a Quotation and we accept the Order, then your Order is subject to these service conditions.

- 1.3. We are not obligated to accept your Order. The Order becomes binding from the moment we accept it even if we do not tell you that it has been accepted. Usually we acknowledge acceptance or rejection of the Order.

2. Our conditions prevail

- 2.1. These service conditions apply and prevail even if they are inconsistent with anything said or implied in any earlier or later document provided to you including the Quotation.
- 2.2. You agree that you have not relied upon any representation, warranty or other provision made by us or on our behalf which is not expressly stated in these conditions.

3. Our services

- 3.1. We collect, drive and deliver motor vehicles belonging to you. We will provide these services to you if we accept your Order.
- 3.2. In addition to our Services, we also perform Special Projects as agreed from time to time.
- 3.3. We are not qualified motor mechanics or technicians and do not carry out any mechanical check of the motor vehicles we are engaged to collect, drive and deliver as part of our Services. However we may choose to supply a written report on matters which we believe will need remedial work by you either caused by the delivery process or prior to our collection of the vehicle.

4. Price and Additional Fees

- 4.1. If we agree to provide the Services to you, in addition to the Price you must pay for all Consumables and/or surcharges used in the provision of the Services
- 4.2. Unless otherwise expressly stated in the Quotation, all prices are in New Zealand Dollars and exclude GST.

5. Payment

- 5.1. Unless we agree in writing to give you credit, you must pay the Price before we collect the relevant motor vehicle(s) to provide the Services.
- 5.2. All payments must be by direct credit, bank cheque, bank transfer or direct debit where you have completed a direct debit authority form.

6. Credit

- 6.1. We may decide to give you credit, but we are not obligated to do so even if we have previously given you credit. Credit may be given subject to additional terms and conditions to be agreed at the time an application is made by you.
- 6.2. Unless otherwise agreed, if we agree to give you credit, you must pay our invoices within 7 days from the date of invoice.
- 6.3. We may decline to give you further credit or vary agreed credit terms at any time.

7. Overdue payments

- 7.1. If any amount you owe us is not paid by the due date then:
- (a) All money that you owe us on any account becomes immediately payable despite any previously agreed credit conditions;
 - (b) We may suspend supply or cancel any outstanding Orders;
 - (c) We may claim a lien over any vehicles or items in our possession until we are paid in full;
 - (d) We may charge you interest on any outstanding amount from the due date until payment, calculated daily, at a fixed rate of 2% per month.
 - (e) If we charge interest under this clause, we will credit any part payment first against the interest and second against the amount outstanding;
 - (f) You agree you are liable for all our costs, losses and expenses relating to recovering overdue payments from you, including mercantile agents' and lawyers' fees and expenses on a full indemnity basis.

8. Cancellation Fees

- 8.1. If you cancel an Order before the date we are due to collect the vehicle, we may charge you a cancellation fee for the Services as follows:

Cancellation Time	% of Price
Less than 24 hours before collection	[80]
Less than 48 hours before collection	[60]
Less than 72 hours before collection	[50]
More than 72 hours before collection	[25]

- 8.2. In addition, you must also reimburse us on demand for any expenses we have incurred in respect of the cancelled Order, including travel expenses.

8.3. Delays in the collecting of any relevant motor vehicle may be charged from the agreed collection or meeting time, until the motor vehicle(s) is available to us to carry out the Services. Waiting time will be calculated in 15 minute increments.

9. Warranties

9.1. You warrant in respect of each motor vehicle that is the subject of an Order that at the date the motor vehicle is collected by us:

- (a) You own the motor vehicle;
- (b) You are authorised to engage us to provide the Services;
- (c) The motor vehicle is roadworthy, legal to operate on New Zealand roads and capable of making the journey from the place of collection to the destination stated in the Order;
- (d) The risk in the motor vehicle or item remains with you while we perform the Services; and
- (e) The motor vehicle or item is and will be comprehensively insured by you while we perform the Services, unless agreed that we will be supplying cover, which is at additional cost to you, see clause 10.

9.2 If a motor vehicle breaks down or is in need of mechanical repair (as determined by us) while we are carrying out the Services, you authorise us to engage a mechanic or other appropriate qualified person, of our choice, to carry out the repairs. You must pay us for the Consumables incurred under this clause 9.2 on demand on a full indemnity basis, and you may be liable for expenses incurred from delays as per clause 8.3.

9.3 If we perform a Special Project for you, you give the same warranties as stated in clause 9.1, with any exceptions to be stated in writing when placing the Order.

9.4 In performing the Services, we rely on the warranties given by you in this paragraph 9 in respect of each motor vehicle or other item belonging to you. You agree to indemnify us from any loss, damage, expense, penalty, fine or liability arising from a breach of these warranties, your obligations or these conditions.

10. Limitation of liability

- 10.1. Nothing in these conditions is or should be interpreted as an attempt to modify, limit or exclude terms or warranties which are imposed by statute, including under the New Zealand Fair Trading Act 1986 and its amendments and which cannot be modified, limited or excluded.
- 10.2. We exclude, to the extent permitted by law from these conditions all terms, conditions and warranties implied by statute, general law or custom. You may have statutory guarantees under the Fair Trading Act 1986 and its amendments and nothing in these terms is intended to affect those rights.
- 10.3. We are not liable for any breakdown of, or defect in, nor any accident involving any motor vehicle or item while performing the Services nor the use, repair, maintenance or storage of such a motor vehicle or item (specifically we are not liable for any body or mechanical damages), while the motor vehicle or item is in our possession, custody or control, except if caused by our negligence. Without limitation:
 - (a) We are not liable for any windscreen damage that may occur as a result of transporting the motor vehicle;
 - (b) We are not liable for damage caused by but not limited to wildlife or livestock while we are proving the Services.
 - (c) We are not liable for damage caused by Force Majeure or similarly related event.
- 10.4. We are not responsible for failure to perform the Services caused by something outside our reasonable control, including but not limited to a force majeure event including earthquakes, accidents, strikes, mechanical failure, roadwork, terror, war or the weather.
- 10.5. We are not liable in contract or tort for any economic loss, loss of revenue, loss of saving on overheads, loss arising from business interruption, loss of data, loss of business opportunities, loss of goodwill, loss of profits or any indirect, special or consequential loss or damage from any cause, even if we have been advised of the possibility of such damages or loss before we accept the Order.
- 10.6. Each party must use reasonable efforts to mitigate any potential damages or other adverse consequences arising from or related to the Services.
- 10.7. We are not liable for damages caused by our negligence while proving the Services where you provide comprehensive cover for us and our contractors, we may, but are not obligated, choose to contribute a maximum of \$1500 including GST to repair costs where the cost of damage exceeds \$7500 excluding GST.
- 10.8. We are not liable for damages caused by our negligence, when we provide insurance cover to perform the Service, where the cost for repair is less than \$5000 + GST, we may, but are not obligated, choose to contribute a maximum of \$1500 including GST.

10.9 Our maximum aggregate liability to you in respect of any one claim or series of connected claims in respect of each motor vehicle or item (which for the purposes of this clause includes any attached trailer or trailers) and each Service we are engaged by you to perform, under our insurance cover:

(a) Arising in negligence or other tort that results in damage to property, personal injury or death, is limited to the lesser of:

- (i) for new vehicles or items, the cost of the vehicle as indicated on the invoice issued by the manufacturer or supplier at the date of the Order, excluding GST;
- (ii) for used vehicles or vehicles exceeding 12 months old, the current market value of the vehicle at the date of the Order, excluding GST; or
- (iii) \$250,000; and

(b) for any other liability including for breach of contract, breach of statutory duty, breach of warranty, breach of a term, condition or warranty implied into these conditions by the Fair Trading Act 1986 and its amendments or liability under an indemnity, is limited at our option (to the extent permitted by law) to:

- (i) supplying the Services again; or
- (ii) paying to have the Services supplied again.

10.10 If an amount of consideration under these conditions is calculated as specific compensation or reimbursement for an expense, loss or liability of a supplier (including us), the consideration must be calculated after excluding any amount for which the supplier is entitled to an input tax credit as recipient of the item to which the expense loss or liability relates.

10.11 Notification of damage must be made within 7 days of collection, any claims after this date will be null and void.

11. Privacy

11.1. We may collect, use, store and disclose personal information in accordance with our privacy policy, which you can find at <http://www.truckmoves.co.nz> . You acknowledge that you have had the opportunity to read, understand and agree to the policy.

11.2. Where personal information given to us by you relates to an individual, you agree that information is provided with the consent of that individual and we will use it for the purposes mentioned in our privacy policy.

12. Miscellaneous

12.1. Delivery times are estimates only and we are not liable for delays in delivery.

- 12.2. These conditions contain the entire agreement between you and us with respect to the supply of the Services and may not be modified except by an agreement in writing signed by one of our authorised officers.
- 12.3. The law of New Zealand governs our agreement. Each party submits to the non-exclusive jurisdiction of the New Zealand courts.
- 12.4. By accepted these standard services conditions, you consent to us sending commercial electronic messages to you concerning our Services. You may opt out of receiving messages at any time by contacting us at mike@truckmoves.co.nz
- 12.5. Nothing in these conditions will create a partnership, or relationship of employer and employee, between the parties.
- 12.6. If a provision of the conditions is found to be unlawful, invalid or unenforceable for any reason, these conditions will remain in force apart for that provision, which is deemed to be deleted.