



Conditions of Sale

These Conditions of Sale (“Terms”) apply to all supplies of goods and/or services by Wholesale Roofing Limited (“Wholesale Roofing”, “we”, “us”, or “our”) to the customer (“you” or “the Customer”). By placing an order, you agree to be bound by these Terms.

1. Application and Acceptance

1.1 These Terms apply to all sales and supersede any prior terms unless otherwise agreed in writing.

1.2 We may update these Terms at any time. The current version is available on our website and applies to all orders placed after its publication.

2. Orders

2.1 Orders must clearly specify the required quantity and type of goods.

2.2 We may accept, decline, or cancel orders at our discretion.

2.3 Orders may not be cancelled without our prior written approval.

3. Prices and Quotes

3.1 Prices are based on our standard rates at the date of dispatch unless otherwise agreed.

3.2 Prices exclude GST, freight, and insurance unless stated otherwise.

3.3 Quotes are valid for 28 days unless otherwise stated in writing.

3.4 We may adjust prices due to changes in costs such as materials, labour, or logistics.

4. Payment

4.1 A deposit of 50% is required upon acceptance of any quote unless waived in writing.

4.2 The balance is payable within **7 days** of invoice date unless agreed otherwise.

4.3 Late payments will incur interest of **2% per month** on the overdue amount.

4.4 **You are liable for all costs of debt recovery**, including agency fees, legal costs, and court costs on a solicitor-client basis.

4.5 For large orders, **the directors, partners, or trustees of the Customer (as applicable)** agree to be **personally liable for all amounts owing** in the event the Customer defaults on payment.

4.6 Payments by credit card may incur a 1.5% surcharge.

5. Delivery

5.1 Delivery dates are indicative only. We are not liable for delays outside our control.

5.2 Delivery is deemed to occur on dispatch or collection.

5.3 We may deliver in instalments.

5.4 You must inspect all goods upon delivery and notify us in writing of any issues within **24 hours**.



6. Risk and Title

6.1 Risk passes to you upon delivery.

6.2 Title remains with us until full payment is received.

6.3 Until title passes, you must:

- Hold goods as bailee;
- Keep goods clearly identifiable as our property;
- Not alter or sell the goods without our consent;
- Hold any proceeds of sale on trust for us.

7. Returns

7.1 Goods may only be returned with our prior written approval.

7.2 Returned goods must be unused, in original condition and packaging, and accompanied by relevant documentation.

7.3 A restocking fee may apply.

8. Consumer Guarantees

8.1 Nothing in these Terms limits your rights under the Consumer Guarantees Act 1993 (CGA), where applicable.

8.2 Where goods are acquired for business purposes, **you agree that the CGA does not apply** under section 43(2).

9. Limitation of Liability

9.1 To the fullest extent permitted by law, all warranties not expressly stated are excluded.

9.2 Where liability cannot be excluded, it is limited to:

- Replacement or repair of the goods;
- Supply of equivalent goods; or
- Refund of the amount paid.

9.3 We are not liable for indirect, consequential, or economic losses.

10. Default

10.1 You are in default if you:

- Fail to make any payment on time;
- Become insolvent or bankrupt;
- Breach these Terms materially.

10.2 In the event of default, we may:

- Suspend or terminate credit;
- Repossess goods;
- Charge interest and costs;
- Recover all enforcement costs (including legal and agency fees);
- Require immediate payment of all outstanding amounts;
- Report defaults to credit agencies.



11. Personal Property Securities Act 1999 (PPSA)

11.1 We retain a security interest in all goods until payment is received in full.

11.2 You agree to:

- Sign documents to allow registration of our security interest;
- Waive your rights under sections 114(1)(a), 133, and 134 of the PPSA;
- Waive the right to receive a verification statement.

12. Privacy

12.1 We collect, store and use your personal information in accordance with our Privacy Policy at www.wholesaleroofing.co.nz/privacy-policy.

13. Force Majeure

13.1 We are not liable for delay or failure resulting from causes beyond our control including natural disasters, strikes, pandemics, or shipping disruptions.

14. Governing Law

14.1 These Terms are governed by New Zealand law.

14.2 Both parties submit to the non-exclusive jurisdiction of New Zealand courts.

15. General

15.1 These Terms, together with quotes and invoices, form the entire agreement.

15.2 Clerical errors may be corrected without notice.

15.3 You may not assign your rights without our written consent.

15.4 A waiver of any right must be in writing.

15.5 If any provision is found to be invalid, it will be modified or severed without affecting the remaining Terms.

16. Intellectual Property

16.1 All intellectual property remains the property of Wholesale Roofing.

16.2 You may not copy, reproduce, or alter our branding, designs, or content without permission.

16.3 If goods are supplied based on your specifications, you indemnify us against any IP infringement claims.

17. Minimum Orders

17.1 We reserve the right to set minimum order amounts and apply surcharges for small orders.

18. Notices

18.1 Notices may be provided by email, phone, post, or in person, and will be deemed received upon delivery.



19. Confidentiality

19.1 You must treat all non-public information received from us as confidential and not disclose it without consent.

20. Definitions

- **Goods:** All physical products supplied by us, including labels, documents, and accessories.
- **PPSA:** Personal Property Securities Act 1999.